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 **December 5, 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=m498955456bf28635381eb394efcc8c9f
Password: commission (26664774 from video systems)

Join by video system
Dial 25321989990@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: 253 219 89990

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 and Honoring Cole Mata (Commissioner R. Gowen / Commissioner T. Villarreal)

Recognizing Dalilah Garcia (Commissioner L. C. Macias / 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.

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) Proposed Capital Recovery Fee Public Feedback Debrief (Multimodal Transportation Department)

PRESENTATION(S)

1) City of Brownsville Fiscal Year 2023 Notable Accomplishments (City Managers Office)

2) City Manager's Update-BTX Health Grand Opening

CONSENT AGENDA ITEM(S)

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

1) Approval of the Minutes:

a) Minutes of November 7, 2023, City Commission Regular Meeting

b) Minutes of November 14, 2023, City Commission Regular Meeting

2) Consideration and **ACTION** to approve action required by Chapter 2254 of the Texas Government Code, for the City to provide a Written Statement and Finding of the City's Need for Specialized Contingent Fee Legal Services for Delinquent Tax Collection Services, and approval of a Second Amendment providing for a one-year renewal of a Delinquent Ad Valorem Tax Collection Services (a contingent fee contract) with Linebarger Goggan Blair & Sampson, LLP, as special counsel to perform all legal services necessary to collect delinquent property taxes; and authorize the execution of such renewal. (Office of the City Attorney)

3) Consideration and **ACTION**, if any, on the Second and Final Reading of Ordinance Number 2023-1716, related to Paul Seales/Port Isabel/Laguna Vista v. Brownsville. (Tabled November 7, 2023) (Office of the City Attorney)

4) Consideration and **ACTION** for a Cooperative Purchase Agreement with Silsbee Ford for the purchase of a 2024 Transit Van that will be used to transport animals at the Brownsville Animal Regulation and Care Center in the amount of $63,934.40. (Health, Wellness and Animal Services Department)

5) Consideration and **ACTION** to approve a two-year professional services contract with Cirrus9 Solutions LLC. This contract is for the management of Systems Infrastructure and the integration of new technologies. The financial commitment for this contract is as follows: Year 1: $572,000; Year 2: $572,000; as budgeted. (Enterprise Applications Department)

6) Consideration and **ACTION** to approve the Memorandum of Understanding between Cameron County and the City of Brownsville in order to receive the county's financial support to provide public transportation to disadvantaged areas. (Multimodal Transportation Department)

7) Consideration and **ACTION** on Interlocal Cooperation Agreement between the City of Brownsville and the City of Harlingen, Texas for utilizing funds for the purchase of traffic control devices and equipment. (Multimodal Transportation Department)

8) Consideration and **ACTION** to award contract #PDL-135-0923 for the purchase and delivery of Limestone to the City for Brownsville. (Engineering & Public Works Department)

9) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-026-PD**, to rezone from Residential Transition (R-3) to Commercial Corridor (CC-PD) to allow a commercial plaza for 0.7487 acres of Lot 3, Block 1, Diamond Point II Subdivision, Cameron County, Texas, located at 3201 West Alton Gloor Boulevard, Brownsville, Texas 78526, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

10) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 2023-1732**, to annex into the City of Brownsville boundary limits a property described as being a 9.61 acre tract, composed of an 8.75 acre tract of land in Reserve "A", Medrano Subdivision, according to the map of plat recorded in Vol. 14, Pg. 67, and a 0.978 acre tract of land out of a 1.84 acre tract as recorded in Vol. 361, Pg. 458, Cameron County, Texas, Map Records of Cameron County, Texas, located on North Vermillion Road, Brownsville, Texas 78521, as shown in Exhibit "A". (Planning & Redevelopment Department)

11) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-033**, to rezone from Agriculture (AG) to Residential Suburban (R-2) and Residential Transition (R-3) to allow a duplex and multifamily development for a 40.00-acre tract of land being Lot 8, Block 411, El Jardin Resubdivision, Cameron County, Texas, located on North Indiana Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

12) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-034-S**, to request a Specific Use Permit to allow a used car lot in a Commercial Corridor (CC) zoning designation for a 0.15-acre tract out of the North half of Lot 3, Block 1, M. Samano Partition of a portion of the Wymore Tract, Cameron County, Texas, located at 7215 Paredes Line Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

13) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-036**, to rezone from Residential Estate (RE) to Residential Transition (R-3) to allow a multifamily development for the North 5.0 acres of land out of the South 15.0 acres of Bock 143, El Jardin Subdivision, Shares 19 & 27, Cameron County, Texas, located on North Central Avenue, Brownsville, Texas 78526, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

14) Consideration and **ACTION** to approve an Interlocal Cooperation Agreement between Brownsville Public Utilities Board (BPUB) and the City of Brownsville, for the relocation and replacement of all utilities at the Owens Road Bridge Project Phase I.(Engineering and Public Works Department)

PUBLIC HEARING(S)

1) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-032**, to rezone from Residential Single-Family (R-1) to Residential Transition (R-3) to allow a multi-family development for Lot 2 & Reserve, Block 1, Krystal Subdivision, Cameron County, Texas, located at 2394 La Feria Road, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

2) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-035-S**, to rezone from Residential Suburban (R-2) to Commercial Corridor (CC) with a Specific Use Permit to allow a used car lot for the North 51.5 feet and the South 120 feet of Lot 28, Barrios Subdivision, Cameron County, Texas, located at 2557 North Indiana Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

3) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2023-1673-B**, amending Ordinance Number 2022-1673-A, the Master Fee Schedule of the City of Brownsville, Texas, to adopt the following fees: (i) advertising program fees for digital and static zones, (ii) luggage cart rental fee of $1.00, and a refund of $0.50 upon cart return, (iii) remote, short and long-term parking rates for Brownsville South Padre Island International Airport, and dealing with related matters. (Financial Services Department/Airport Department)

ITEM(S) FOR INDIVIDUAL CONSIDERATION

1) Consideration and **ACTION** on **SECOND** and **FINAL READING** on **Ordinance Number 2023-1733**, an Ordinance of the City Commission of the City of Brownsville amending Chapter 22 to ad Article XIV-Establishments not licensed by the Texas Alcoholic Beverage Commission (TABC), amending the City's Master Fee Schedule to adopt annual permit and inspection fees, and other related matters. (Police Department)

BOARD APPOINTMENT(S)

1) Consideration and **ACTION** on **Resolution Number 2023-132**, to appoint or reappoint four (4) members to the Brownsville Community Improvement Corporation (BCIC) Board of Directors to fill existing vacancies. (City Managers Office)

2) Consideration and **ACTION** on **Resolution Number 2023-118** to appoint three (3) members to the Brownsville Public Library System Advisory Board. (Library)

EXECUTIVE SESSION

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

2) Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney, including Contemplated or Pending Litigation) related to Milwhite, Inc. (Office of the City Attorney)

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

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

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 **December 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 December 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:	
Date:	Tuesday, December 5, 2023
Agenda #:	Recognizing and Honoring Cole Mata (Commissioner R. Gowen / Commissioner T. Villarreal)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, December 5, 2023
Agenda #:	Recognizing Dalilah Garcia (Commissioner L. C. Macias / Commissioner B. L. Martinez)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Joel Garza, Mobility Director
Date:	Tuesday, December 5, 2023
Agenda #:	Proposed Capital Recovery Fee Public Feedback Debrief (Multimodal Transportation Department)

Summary:
This work session will cover insights from the Proposed Capital Recovery Fee Program workshops and the open-house event. The session will include recommendations to be considered for refining the Capital Recovery Fee Program based on community input and propose next steps for ongoing collaboration. The workshop aims to provide transparent communication and community engagement, providing an opportunity for City Commissioners to ask questions and for community members to actively contribute their ideas for the Proposed CRF program.

Project Scope and Analysis:
The City of Brownsville conducted a series of Workgroup Sessions aimed at gathering valuable insights and feedback from the development and realtor community. These sessions served as a platform for open dialogue, allowing participants to express their comments and concerns regarding various aspects of the proposed Capital Recovery Fee program.
The schedule for those sessions was as follows:

- Workgroup Session #1

Date and Time: Tuesday, November 14th, 11:30 am to 12:30 pm
Location: B-Metro Terminal, 2nd Floor Community Room

- Workgroup Session #2

Date and Time: Tuesday, November 14th, 3:00 pm to 4:00 pm
Location: Brownsville City Hall – 4th Floor Training Room

- Workgroup Session #3

Date and Time: Wednesday, November 15th, 9:00 am to 10:00 am
Location: B-Metro Terminal, 2nd Floor Community Room

- Workgroup Session #4

Date and Time: Wednesday, November 15th, 11:00 am to 12:00 pm
Location: B-Metro Terminal, 2nd Floor Community Room

- Workgroup Session #5

Date and Time: Wednesday, November 15th, 1:30 pm to 2:30 pm
Location: Event Center

- Public Open House: Wednesday, November 15th, 6 pm to 7 pm

In the coming weeks, we will host another wave of public sessions to further gather comments and feedback.

Funding:

Source: NA

Amount: 00.00

Local Contribution if Applicable: 0.00

Recommendation:
Multimodal Staff recommends hearing feedback that was provided through public sessions.

Commission Pillar:
Economic Development; Planning, zoning, and development; Infrastructure

Attachments:
None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Yolanda Galarza, City Secretary
Date:	Tuesday, December 5, 2023
Agenda #:	Minutes of November 7, 2023, City Commission Regular 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:
Amount:
Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Governance Pillar

Attachments:
1. Draft Minutes-11-7-2023

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, November 07, 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:**

https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=m485fba9b6686c27d62b70468893ed8fd
The following members were present:

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**
ALAN GUARD	**Deputy City Manager**
ELIZABETH WALKER	**Assistant City Manager**
FELIX SAUCEDA	**Assistant City Manager**
WILL TREVINO	**City Attorney**
YOLANDA G. GOMEZ	**City Secretary**

CALL TO ORDER

a) ROLL CALL

A quorum being present, Yolanda G. 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, November 3, 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, and Commissioner Roy De los Santos attended the meeting in person.

Commissioner Linda C. Macias joined the meeting in person at 5:05 p.m.

Commissioner Pedro Cardenas joined the meeting in person at 5:11 p.m.

Commissioner Tino Villarreal joined the meeting in person at 6:19 p.m.

b) INVOCATION

Pastor Jared Hernandez 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)

The International/Southmost Choice Neighborhood Ambassadors (Commissioner B. L. Martinez / Commissioner R. Gowen)

The proclamation was read and presented by Commissioner Bryan L. Martinez.

Housing Authority of the City of Brownsville-85th Anniversary (Commissioner B. L. Martinez / Mayor J. Cowen, Jr.)

The proclamation was read and presented by Mayor John Cowen Jr.

PUBLIC COMMENT PERIOD

Reba Cardenas was not present to address her concerns but registered her opinion on the public comment form that she submitted.

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

PRESENTATION(S)

Citywide Grant Updates (Grants & Community Development Department)

Commissioner Rose Gowen expressed her gratitude to Stephanie Reyes and John Rodriguez, former City staff and first grant writers who provided an improvement to the City of Brownsville looking for new grants to develop a better city. Commissioner Gowen further noted the importance of having a Grants & Community Development Department.

Efren Trujillo, Grants & Community Development Department Director, Eryka Duberney, Grant Analyst, and Samantha Cienfuegos, Grant Writer, provided an overview of the overall grant funding received by all City departments for FY 2022 – 2023. Mr. Trujillo pointed out that the summary also includes details regarding the funds the division has been awarded since 2009, with a focus on the awards the division requested for FY 2022–2023. The Grants Division has assisted in receiving $7,306,484.20 for FY 2022 – 2023 and is still pending notification of award on several applications submitted. Mr. Trujillo noted that the city has received $24,572,196.43 overall for FY 2022 – 2023.

Brownsville Animal Regulation and Care Center (BARCC) Annual Update (Public Health Department)

Dr. Antonio Caldwell, Deputy Director of Animal Services, and Taylor Leafy, Manager of Operation with Best Friends Animal Society, provided a brief update of the Brownsville Animal Regulation and Care Center. Dr. Caldwell noted that the shelter received donated surgical equipment

and the standard care increased. The Mayor and Commission expressed appreciation for the dedication of the Animal Shelter.

At this time, Commissioner Bryan L. Martinez presented and read a proclamation to the Brownsville Animal Regulation and Care Center.

City Manager Update, Mayor John Cowen, Jr., appointed Vice-Chair to the Rio Grande Valley Metropolitan Planning Organization (RGVMPO)

Helen Ramirez, City Manager, provided a brief update to Commission regarding the selection of Mayor John Cowen, Jr. as the newly appointed Vice-Chair of the Rio Grande Valley Metropolitan Planning Organization (RGVMPO). Currently, Ms. Ramirez yielded the floor to Commissioner Linda C. Macias and presented a plaque to the City, on behalf of the Texas Sports Organization based in Dallas, Texas. Commissioner Macias also conveyed her gratitude to Alan Guard, Deputy Manager, and the Parks and Recreation staff for their commitment and cooperation in organizing the youth sport event that took place in October at the Brownsville Sports Park.

CONSENT AGENDA ITEM(S)

At this time, Mayor John Cowen, Jr., and Commissioner Roy De los Santos requested that Consent Agenda Items 1a, 7, and 19, be moved out of sequence for discussion and action.

Commissioner Roy De los Santos moved to approve Consent Agenda Items 2 through 6, 8 through 18, and 20. Consent Agenda Items 1a, 7 and 19 were moved out of sequence for discussion and action. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

1) **Approval of the Minutes:**
   a) **Minutes of October 17, 2023, Regular City Commission Meeting**

   Commissioner Roy De los Santos noted the corrections that needed to be made for the minutes of October 17, 2023.

   Upon motion by Commissioner Roy De los Santos seconded by Commissioner Rose Gowen and carried unanimously, the minutes of October 17, 2023, were approved with corrections.

7) **APPROVAL on SECOND and FINAL READING on Ordinance Number 2023-1724 adopting City Board Policies. (Office of the City Attorney)**

19) **Consideration, and ACTION, if any, on the Second and Final Reading of Ordinance Number 2023-1716 related to Paul Seales/Port Isabel/Laguna Vista v. Brownsville. (Office of the City Attorney)**

   Upon motion by Commissioner Roy De los Santos, seconded by Commissioner Rose Gowen and carried unanimously, Consent Agenda Items 7 and 19, were tabled.

2) **APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2023-027**, to rezone from Commercial Corridor (CC) to Regional Center (RC) to allow a plasma center for Lot 3, Block 1, Re-plat of Lots 1, 3 and 5, Strawberry Square Subdivision, Cameron County, Texas, located at 2921 Boca Chica Boulevard, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

3) **APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2023-028**, to rezone from Residential Transition (R-3) to Commercial Corridor (CC) to allow a commercial plaza for 2.01 acres out of Lot 32, containing 18.34 acres, more or less, of the El Jardin

Subdivision of the Brownell Tract Subdivision, Share 28, Espiritu Santo Grant, Cameron County, Texas, located on North Minnesota Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

4) **APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2023-029**, to rezone from Residential Estate (RE) to Residential Transition (R-3) to allow a multi-family development for a 2.389-acre tract out of Lots 122, 121, and part of Boulevard Lot 120, a portion of abandoned Guerra Boulevard, and a portion of the Resaca de la Guerra, Brownsville Land and Improvement Company Subdivision, Cameron County, Texas, located at 221 Wild Rose Lane, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

5) **APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2023-030**, to rezone Residential Estate (RE) to Commercial Corridor (CC) to allow an administrative office for an electric business, Lot 10, Jose Almaraz Subdivision, Cameron County, Texas, located at 1420 West Alton Gloor Boulevard, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

6) **APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2023-031**, to rezone from Agriculture (AG) to Residential Single-Family (R-1) to allow a Single-Family Development for a 21.64-acre tract, more or less, out of a 568.83-acre tract, Espiritu Santo Grant, Share 14, Cameron County, Texas, located at Summerhill Boulevard, Olmito, Texas 78575, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

8) Consideration and **ACTION** to approve an Interlocal Agreement with the City of Harlingen for Fire Inspection Services. (City Manager's Office)

9) Consideration and **ACTION** to adopt **Resolution Number 2023-117**, reviewing, amending and readopting all of the provisions listed in the documents titled, "City of Brownsville, Texas Amended Investment Policy" and "City of Brownsville, Texas, Amended Investment Strategy Statement". (Financial Services)

10) Consideration and **ACTION** to approve the proposal from SCS Engineers to assist in the preparation of a Request for Proposal (RFP) in implementing a landfill gas-to-energy (LFGE) project using gas produced by the City of Brownsville Landfill in the amount of $62,500. #LES-63-0703 (Engineering and Public Works Department)

11) Consideration and **ACTION** to authorize the United States Department of the Interior U.S. Geological Survey Amendment of Joint Funding Agreement for Water Sources Investigation. The purpose of this amendment is to extend the period of performance. (Engineering and Public Works Department)

12) Consideration and **ACTION** to approve **Resolution Number 2023-125** for the agreement between the Texas Department of Transportation (TxDOT) and the City of Brownsville to authorize the street closure(s) for the Christmas Parade. (Engineering & Public Works Department)

13) Consideration and **ACTION** to employ Vector Airport Systems, LLC.'s PLANEPASS Automated Aircraft Fee Billing and Collections Solution through a 3-year agreement at a cost of 25% of landing fees collected. (Airport Department)

14) Consideration and **ACTION** to approve **Resolution Number 2023-129** to purchase a Fire Engine and Rear Mount Platform Truck with associated equipment for the Brownsville Fire Department to be paid with the issuance of future Certificates of Obligation. (Fire Department)

15) Consideration and **ACTION** for the purchase of two (2) remounted ambulances from Classic Chevrolet Fleet & Commercial in the amount of $474,875 as budgeted in the fiscal year 2023 Capital Improvement Program (CIP). Contract #029-24-FIR-SA (Fire Department)

16) Consideration and **ACTION** to approve **Resolution Number 2023-130** to purchase a Spartan/SVI Heavy Rescue Fire Apparatus for the Brownsville Fire Department to be paid with the issuance of future Certificates of Obligation. (Fire Department)

17) Consideration and **ACTION** to pay Tyler Technologies for annual maintenance and support fees in the amount of $59,885.98, as budgeted. (Municipal Court Department)

18) Consideration and **ACTION** to approve Free Fare for citizens to honor all Veterans and to transport any and all citizens wishing to attend the Veterans Job Fair and free fare for everyone wishing to attend the H-E-B Feast of Sharing Event. (Multimodal Transportation)

20) Consideration and **ACTION** to approve a renewal of the Professional Services Agreement for Healthcare Consulting Services with Higginbotham and authorize a not-to-exceed contingent fee amount of $150,000, as budgeted. (Organizational Development and Human Resources Department)

PUBLIC HEARING(S)

1) **Public Hearing and ACTION on FIRST READING on Ordinance Number 2023-1701-A, amending Chapter 102 Utilities, Article III Rates and Charges, Section 102-81, of the Code of Ordinances to cancel scheduled adjustments to the Resaca Fee; setting a Public Hearing thereon; and providing a severability clause and effective date. (Brownsville Public Utilities Board)**

Mark Dombroski, Assistant General Manager and Chief Operating Officer of the Brownsville Public Utilities Board, provided a brief overview of the Resaca Restoration Program Funding and a request to amend Section 102-81 by cancelling scheduled adjustments to the Resaca Fee.

Brief discussion ensued amongst the Commission and City staff that this reflects a pause in the resaca fees.

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

Commissioner Pedro Cardenas moved that Ordinance Number 2023-1701-A, be adopted at first reading. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) **Consideration and ACTION on Resolution Number 2023-126, authorizing the replacement of Computershare Trust Company, N.A., as paying Agent/Registrar for the City of Brownsville's outstanding debt obligations and the appointment of a successor paying Agent/Registrar for such debt obligations. (Financial Services Department)**

Lupe Granado, Financial Services Director, noted that Estrada Hinojosa & Company, Inc., had been contacted for assistance in requesting informal quotes for the payment of registration and agent services. Mr. Granado further noted the criteria used to evaluate the proposals and after review, it was concluded that UMB Bank was the best option for the service in terms of cost and experience.

Commissioner Roy De los Santos moved that Resolution Number 2023-126 be approved. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

Commissioner Bryan L. Martinez stepped away during the discussion of the agenda item and did not vote on Item #1 under Items for Individual Consideration.

2) **Consideration and ACTION to approve Resolution Number 2023-121, the Cultural and Tourism Grant Fund Round 3 policy and COVID19 map (Grants & Community Development Department).**

Efren Trujillo, Grants & Community Development Director, provided a brief overview of the funds that the City received from the American Rescue Plan Act (ARPA), and how the funds had been distributed. Mr. Trujillo further noted that the Grants Department had revised the policy to encompass all of Brownsville applicants, who had not received grant assistance, and give those businesses priority even if they do not fall within the Qualified Census Tract (QCT) or the COVID-19 map. The policy also adjusted the gross revenue from $3 million to $1.5 million to target smaller businesses/non-profits; the application period will be open 30-days.

Commissioner Pedro Cardenas noted that the policy should specify whether a company is eligible if it operated continuously from 2019 to 2023.

Upon motion by Commissioner Pedro Cardenas, seconded by Commissioner Roy De los Santos and carried unanimously, the agenda item was removed from the table.

Commissioner Roy De los Santos moved to approve Resolution Number 2023-121. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

3) **Consideration and ACTION to acknowledge the Letter of Notification to Commissioner Roy De los Santos in response to Ethics Advisory Commission Recommendation in Decision EAC#2022-09-02 (Office of the City Attorney).**

Will Trevino, City Attorney, recommended that the Mayor and Commissioners move the agenda item to executive session for discussion.

Agenda Item #3 under Items for Individual Consideration was discussed in executive session.

BOARD APPOINTMENT(S)

1) **Consideration and ACTION on Resolution Number 2023-127 to appoint, reappoint, and/or remove member(s) to the Capital Improvement Advisory Committee (CIAC). (Multimodal Transportation Department)**

Resolution Number 2023-127 was approved as follows:

Commissioner Pedro Cardenas moved to appoint ***Dennis Sanchez*** to the Capital Improvement Advisory Committee (CIAC). The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

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

Resolution Number 2023-104B was approved as follows:

Commissioner Rose Gowen moved to appoint ***Juliana Diaz*** to the Transit Advisory Committee. The motion was seconded by Commissioner Bryan L. Martinez 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 and Item #3 for Individual consideration convened at 6:21 p.m. to discuss the following items:

1) **Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney, including Contemplated or Pending Litigation and/or Settlement Offer) related to EISG v. City of Brownsville. (Office of the City Attorney)**
2) **Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney, including Contemplated or Pending Litigation and/or Settlement Offer) related to: H20 v. City of Brownsville. (Office of the City Attorney)**
3) **Closed session pursuant to Tex. Gov't. Code Sections 551.071 (Consultation with Attorney), 551.072 (Real Property Deliberation), and 551.087 (Economic Development Deliberation) related to Project Fresh. (Office of the City Attorney/City Manager's Office)**
4) **Closed session pursuant to Tex. Gov't. Code Sections 551.071 (Consultation with Attorney), 551.072 (Real Property Deliberation), and 551.087 (Economic Development Deliberation) related to Project Emerald. (Office of the City Attorney/City Manager's Office)**

ITEMS FOR INDIVIDUAL CONSIDERATION:

3) **Consideration and ACTION to acknowledge the Letter of Notification to Commissioner Roy De los Santos in response to Ethics Advisory Commission Recommendation in Decision EAC#2022-09-02 (Office of the City Attorney).**

All items listed in Executive Session, including Agenda Item #3, under Items for Individual Consideration, 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 7:27 pm. There was no action taken in the Executive Session.

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 EISG v. City of Brownsville. (Office of the City Attorney)**

Commissioner Roy De los Santos moved to authorize the City Manager to execute a settlement and proceed as discussed in Executive Session. The motion was seconded by Commissioner Pedro Cardenas and carried unanimously.

2) **Consideration and ACTION, if any, related to H20 v. City of Brownsville. (Office of the City Attorney)**

Commissioner Roy De los Santos moved to authorize the City Manager to execute a settlement and proceed as discussed in Executive Session. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

3) **Consideration and ACTION, if any, related to Project Fresh. (Office of the City Attorney/City Manager's Office)**

No action taken.

4) **Consideration and ACTION, if any, related to Project Emerald. (Office of the City Attorney/City Manager's Office)**

No action taken.

4) **Consideration and ACTION to acknowledge the Letter of Notification to Commissioner Roy De los Santos in response to Ethics Advisory Commission Recommendation in Decision EAC#2022-09-02 (Office of the City Attorney).**

Mayor John Cowen, Jr., noted that in an effort to dispel any presumptions of inconsistency regarding statements made at the previous meeting, he issued a public statement for the record stating that none of the organizations referenced in the complaints, including the Mitte Foundation, Mitte Cultural District, and Camille Playhouse, were deemed to have violated Chapter 38, Code of Ethics.

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

ADJOURNMENT

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 7:30 p.m.

Approved this _____day of _____, 2023.

_____
John Cowen, Jr.
Mayor

Attest:

_____
Yolanda G. Gomez, TRMC
City Secretary

Respectfully submitted by:
Blanca E. Gonzalez, Administrative Specialist
Office of the City Secretary

DRAFT

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Yolanda Galarza, City Secretary
Date:	Tuesday, December 5, 2023
Agenda #:	Minutes of November 14, 2023, City Commission Regular 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:
Amount:
Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Governance Pillar

Attachments:
1. Draft Minutes-11-14-2023

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, November 14, 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:**

https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=m963395fa23547155dae84a48886f33ba
The following members were present:

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**
ALAN GUARD	**Deputy City Manager**
ELIZABETH WALKER	**Assistant City Manager**
FELIX SAUCEDA	**Assistant City Manager**
WILL TREVINO	**City Attorney**
YOLANDA G. GOMEZ	**City Secretary**

CALL TO ORDER

a) ROLL CALL

A quorum being present, Yolanda G. 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, November 10, 2023.

Mayor John Cowen, Jr., called the meeting to order at 5:03 p.m.

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

Commissioner Pedro Cardenas joined the meeting in person at 5:16 p.m.

b) INVOCATION

Pastor Celia Halfracre 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)

Tree Planting Celebration (Brownsville Independent School District) (Mayor J. Cowen, Jr. / Commissioner R. Gowen)

The proclamation was read and presented by Mayor John Cowen, Jr.

Recognizing the University of Texas Rio Grande Valley (UTRGV) (Mayor J. Cowen, Jr. / Commissioner B. L. Martinez)

The proclamation was read and presented by Commissioner Bryan L. Martinez.

PUBLIC COMMENT PERIOD

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

PRESENTATION(S)

City Manager Update – American Planning Association 2023 Planning Excellence Award

Helen Ramirez, City Manager, noted that the City of Brownsville received for the first time the 2023 APATX Planning Excellence Award from the Texas Chapter of the American Planning Association. The breadth of the master plan's components, the degree of training and qualifications completed by Planning Commissioners and professional staff, and the conclusion of other planning-related projects are some of the evaluation criteria. Commissioner Bryan L. Martinez was in attendance at the APATX Conference.

CONSENT AGENDA ITEM(S)

Upon motion by Commissioner Roy De los Santos, seconded by Commissioner Rose Gowen, and carried unanimously, Consent Agenda Items 1 through 3 were approved.

1) Consideration and **ACTION** to award a construction contract in the amount of $345,067.60 to Cornerstone Builders for the 32 Bus Shelter Improvement Project as budgeted. (Multimodal Transportation)

2) Consideration and **ACTION** for a term contract with Maxwell Asphalt, Inc. for the construction of airport improvements including Schedule I – Crack Seal, Seal Coat, and Paint Runway 13-31 and other incidental work at the Brownsville South Padre Island International Airport in the amount of $721,706.25. (Airport Department)

3) **APPROVAL on SECOND and FINAL READING on Ordinance Number 2023-1701-A**, amending Chapter 102, Utilities; Article III, Rates and Charges; Section 102-81, of the Code of Ordinances to cancel scheduled adjustments to the Resaca Fee; setting a Public Hearing thereon; and providing a severability clause and effective date. (Brownsville Public Utilities Board)

PUBLIC HEARING(S)

1) **Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-026-PD, to rezone from Residential Transition (R-3) to Commercial Corridor (CC-PD) to allow a commercial plaza for 0.7487 acres of Lot 3, Block 1, Diamond Point II Subdivision, Cameron County, Texas, located at 3201 West Alton Gloor Boulevard, Brownsville, Texas 78526, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department) (Tabled October 17, 2023)**

Martin Vega, Planning & Redevelopment Assistant Director, noted that the property owner requests to rezone the subject property from a Residential Transition (R-3) to a Commercial Corridor (CC) for the purpose of establishing a commercial plaza. The City Commission tabled the item on October 17, 2023, and requested that staff work with the developer and concerned neighbors to find common ground on a site design. After having multiple meetings between the developer and the concerned parties, the following agreement/conditions were established:

- Allow the proposed setback of 10' along the western property line.
- Allow the proposed setback of 15' along the northern and eastern property lines.
- Allow the proposed setback of 20.42' along the southern property lines.
- Allow a maximum structural elevation of 20'.
- Limit the roof design along the property lines adjacent to existing single-family residences (northern and western property lines) to a sloped roof design.
- Installation of a 6' masonry wall along the property lines adjacent to existing single-family residences (northern and western property lines).
- Prohibit the view or exposure of mechanical equipment installed on the structure's roof.
- Require the installation of a vegetation buffer with a minimum height of 10' and a minimum depth of 6' to provide a visual screen between the proposed use and residential uses.
- Require that the proposed vegetative species be of accelerated growth.
- Require the installation of an irrigation system to maintain the required vegetation buffer.
- Prohibit the following uses: restaurants, bars, and any establishment that sells alcohol.

Roberto Ruiz, one of the concerned neighbors, noted that agreements were negotiated and would like to thank the city and the commission for honoring his opinion and consideration.

Syed Q. Jail, owner of the property, noted his agreement with the proposed conditions.

Upon motion by Commissioner Roy De los Santos, seconded by Commissioner Linda C. Macias and carried unanimously, Agenda Item was removed from table.

Upon motion by Commissioner Roy De los Santos, seconded by Commissioner Linda C. Macias and carried unanimously, the public hearing was closed.

Commissioner Roy De los Santos moved that Ordinance Number 235-2023-026-PD be approved at first reading with the added prohibition of also BYOB alcohol establishments. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

2) **Public Hearing and ACTION on FIRST READING on Ordinance Number 2023-1732, to annex into the City of Brownsville boundary limits a property described as being a 9.61 acre tract, composed of an 8.75 acre tract of land in Reserve "A", Medrano Subdivision, according to the map of plat recorded in Vol. 14, Pg. 67, and a 0.978 acre tract of land out of a 1.84 acre tract as recorded in Vol. 361, Pg. 458, Cameron County, Texas, Map Records of Cameron County, Texas, located on North Vermillion Road, Brownsville, Texas 78521, as shown in Exhibit "A". (Planning & Redevelopment Department)**

Martin Vega, Planning & Redevelopment Assistant Director, noted that CAMCO Builders, LLC., submitted a formal voluntary petition to annex the proposed property of 56-lots into the City of Brownsville boundary limits.

Upon motion by Commissioner Rose Gowen, seconded by Commissioner Linda C. Macias and carried unanimously, the public hearing was closed.

Commissioner Roy De los Santos moved that Ordinance Number 2023-1732 be approved at first reading. The motion was seconded by Commissioner Linda C. Macias and carried unanimously.

3) **Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-033, to rezone from Agriculture (AG) to Residential Suburban (R-2) and Residential Transition (R-3) to allow a duplex and multifamily development for a 40.00-acre tract of land being Lot 8, Block 411, El Jardin Resubdivision, Cameron County, Texas, located on North Indiana Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)**

Martin Vega, Planning & Redevelopment Assistant Director, noted that the property owner requests to rezone from Agriculture (AG) to Residential Suburban (R-2) and Residential Transition (R-3) to establish a duplex and multi-family development. Commissioner Cardenas requested clarification of the process of Commission's notification of public opposition.

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

Commissioner Bryan L. Martinez moved that Ordinance Number 235-2023-033 be approved at first reading. The motion was seconded by Commissioner Linda C. Macias and carried unanimously.

4) **Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-034-S, to request a Specific Use Permit to allow a used car lot in a Commercial Corridor (CC) zoning designation for a 0.15-acre tract out of the North half of Lot 3, Block 1, M. Samano Partition of a portion of the Wymore Tract, Cameron County, Texas, located at 7215 Paredes Line Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (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.

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

Commissioner Roy De los Santos moved that Ordinance Number 235-2023-034-S be approved at first reading. The motion was seconded by Commissioner Pedro Cardenas and carried unanimously.

5) **Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-036, to rezone from Residential Estate (RE) to Residential Transition (R-3) to allow a multifamily development for the North 5.0 acres of land out of the South 15.0 acres of Bock 143, El Jardin Subdivision, Shares 19 & 27, Cameron County, Texas, located on North Central Avenue, Brownsville, Texas 78526, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)**

Martin Vega, Planning & Redevelopment Assistant Director, noted that property owner requests to rezone the subject property from Residential Estate (RE) to Residential Transition (R-3) to establish a multi-family development.

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 235-2023-036 be approved at first reading. The motion was seconded by Commissioner Linda C. Macias and carried unanimously.

Commissioner Bryan L. Matinez stepped away during the discussion of the agenda item and did not vote on Public Hearing #5.

6) **Public Hearing and ACTION on FIRST READING on Ordinance Number 2023-1733, an Ordinance of the City Commission of the City of Brownsville amending Chapter 22 to add Article XIV - Establishments not licensed by the Texas Alcoholic Beverage Commission (TABC), amending the City's Master Fee Schedule to adopt annual permit and inspection fees, and other related matters. (Police Department)**

Commander James Paschall noted that the proposed ordinance establishes regulations for commercial establishments that are not licensed by the Texas Alcoholic Beverage Commission but allow patrons to bring their own alcoholic beverages onto the premises for consumption (Bring Your Own Beverage or BYOB). The ordinance also will amend the City's Master Fee Schedule to adopt annual permit and inspection fees necessary to carry out the regulations. The fees proposed are as follows:

$100.00: BYOB Permit Fee
$466.00: BYOB Inspection Fee
$350.00: BYOB Reinspection Fee

The proposed fees are in line with other jurisdictions that have similar BYOB regulations and reasonable which will recuperate staff time processing the permit applications and conducting inspections.

Will Trevino, City Attorney, in response to Commissioner De los Santos inquiry, provided a brief clarification of the proposed closing time of 2:15 a.m.

Upon motion by Commissioner Rose Gowen, seconded by Commissioner Linda C. Macias and carried unanimously, the public hearing was closed.

Commissioner Rose Gowen moved that Ordinance Number 2023-1733 be approved at first reading. The motion was seconded by Commissioner Linda C. Macias and carried unanimously.

At this time, Mayor John Cowen Jr., stepped out due to a conflict of interest and did not participate in Agenda Item # 1.

Helen Ramirez, City Manager, noted that for the record, Mayor Pro Tem Pedro Cardenas would be leading the meeting.

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) **Consideration and ACTION on Resolution Number 2023-128, authorizing the sale of certain real property, pursuant to Project Replace; authorizing signatories; and dealing with related matters. (Greater Brownsville Incentives Corporation (GBIC))**

Eleazar Rodriguez, Director of Industrial Park Development and Special Projects, noted that the project replacement was approved by the GBIC board of Directors on September 21, 2023, finalizing the sale of Lot 8 at the North Brownsville Industrial Park. The project consists of the construction of

a new Industrial Building for a manufacturing company. They plan to construct a 20,000 SF building, with an approximate initial investment of $1.5 Million and an estimated creation of 20 jobs.

Commissioner Roy De los Santos moved to adopt Resolution Number 2023-128. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

Mayor John Cowen, Jr., returned to the meeting, after action was taken on the agenda item.

2) Consideration and ACTION to approve the amendments to the Brownsville Community Improvement Corporation (BCIC) Bylaws. (Brownsville Community Improvement Corporation)

Cori Pena, Brownsville Community Improvement Corporation (BCIC) President & CEO, noted that as part of the Brownsville Community Improvement Corporation (BCIC) ongoing efforts to improve its governance practices proposes updates to BCIC's Bylaws, to make the them more efficient and to prevent premature loss of talented, productive board members, the BCIC Board of Directors proposes the following changes:

Section 1.01 – Principal Office
Section 3.02 – Number, Tenure, and Qualification
Section 12.01 – Amendments to the Bylaws

Commissioner Roy De los Santos moved to approve the amendments to the Brownsville Community Improvement Corporation (BCIC) Bylaws. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

3) Consideration and ACTION to approve Alliance Transportation Group Contract Extension for additional scope and services not to exceed $150,000. (Multimodal Transportation).

Joel Garza, Multimodal Transportation Director, noted that the City of Brownsville and Alliance Transportation Group, LLC, previously known as Alliance Transportation Group Inc., initially agreed on professional planning services in December 2021. The City of Brownsville has now requested an extension of the contract and an increase in scope and fees to cover the capital recovery fee program development. The modifications to the agreement include extending the contract period until February 29, 2024, and amending the scope with a total cost not exceeding $150,000.

Commissioner De los Santos requested the Town Hall meeting be recorded and the Mayor requested the Board of Realtors be invited.

Commissioner Bryan L. Martinez moved to approve a contract extension with Alliance Transportation not to exceed $150,000. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

4) Consideration and ACTION to approve the adjusted fees submitted by the architectural firm GIGNAC, as stated in contract AIA Document B101-2017, for the Bus Yard Rehab Project in the amount of $154,236.92. (Multimodal Transportation)

Gennie Garcia, Multimodal Deputy Director, noted that GIGNAC submitted an invoice with the adjusted fee as stipulated in their contract that the City Commission approved on June 18, 2019. The contract states that GIGNAC will be compensated 6.5% on the Basic Service (on projects over $3 million) once the final work cost is submitted. The final cost for the project is $7,489,682.34.

Commissioner Roy De los Santos moved to approve the adjusted fees submitted by the architectural firm GIGNAC in the amount of $154,236.92. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

BOARD APPOINTMENT(S)

1) **Consideration and ACTION on Resolution Number 2023-131, to appoint one (1) new member to the Greater Brownsville Incentives Corporation (GBIC) Board of Directors to fill existing vacancies. (City Manager's Office)**

Resolution Number 2023-131 was approved as follows:

Brief discussion ensued amongst the Commission and City Attorney regarding the transition plan.

Commissioner Tino Villarreal moved to appoint ***Benjamin Pena*** to the Greater Brownsville Incentives Corporation Board of Directors. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

EXECUTIVE SESSION

Upon motion by Commissioner Bryan L. Martinez, seconded by Commissioner Linda C. Macias and carried unanimously, the Executive Session convened at 6:18 p.m. to discuss the following items:

1) **Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney) related to Solid Waste Services. (Office of the City Attorney)**
2) **Closed session pursuant to Tex. Gov't. Code Section 551.071 (Consultation with Attorney) related to Bank Depository Services. (Office of the City Attorney)**

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 7:34 pm. There was no action taken in the Executive Session.

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

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 7:34 p.m.

Approved this _____day of _____, 2023.

_____
John Cowen, Jr.
Mayor

DRAFT

Attest:

_____

Yolanda Galarza Gomez, TRMC
City Secretary

Respectfully submitted by:
Blanca E. Gonzalez, Administrative Specialist
Office of the City Secretary

DRAFT

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Will Trevino, First Assistant City Attorney
Date:	Tuesday, December 5, 2023
Agenda #:	Consideration and **ACTION** to approve action required by Chapter 2254 of the Texas Government Code, for the City to provide a Written Statement and Finding of the City's Need for Specialized Contingent Fee Legal Services for Delinquent Tax Collection Services, and approval of a Second Amendment providing for a one-year renewal of a Delinquent Ad Valorem Tax Collection Services (a contingent fee contract) with Linebarger Goggan Blair & Sampson, LLP, as special counsel to perform all legal services necessary to collect delinquent property taxes; and authorize the execution of such renewal. (Office of the City Attorney)

Summary:

The current contract with Linebarger, Goggan, Blair, & Sampson, L.L.P. will expire on December 31, 2023. This 2nd Amendment will allow a renewal extending the current agreement for an additional year to December 31, 2024. There is no cost to the City. As this is the final renewal, staff will use the upcoming year to prepare and solicit responses for a request for proposals (RFP) for ad valorem tax collection services.

Because of changes made by the 86th Legislature (2019), codified as Sec. 2254.1036 of the Texas Government Code, the City Commission is required to make certain written findings in connection with a contingent fee contract for ad valorem tax collection services. By approving this renewal, and after exercising its due diligence, the City Commission finds that:

1. Adequate notice was given as required by Sec. 2254.1036 of the Texas Government Code;
2. There is a substantial need for legal services to be provided pursuant to the Agreement, as amended, for Delinquent Tax Collection Services;
3. These legal services cannot be adequately performed by the attorneys and supporting personnel of the City at a reasonable cost; without hiring additional attorneys and paralegals to perform the workload necessitated for the collection of delinquent taxes for the City;
4. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent tax penalties provided by Texas Tax Code

Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and because the City does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;

5. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;
6. Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to the City of Brownsville in the past, and City staff have been well satisfied with the quality and outcome of the legal services provided.
7. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the City and Linebarger Goggan Blair & Sampson, LLP, and is fair and reasonable.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

Staff recommends approval of the one-year renewal and adoption of the findings via the following motion:

"I move to approve the Second Amendment granting a one-year contingent fee contract renewal with Linebarger, Goggan, Blair & Sampson, LLP, and adopt the written findings required by Chapter 2254 of the Texas Government Code."

Commission Pillar:

Governance Pillar

Attachments:

1. PublicNotice_COB vF
2. Action Approving Contingent Contract-COB Dec 2023
3. Ad valorem tax collection services 2nd Amendment vF_CAO Signed
4. AVT-47-0618 Linebarger Goggan Blair& Sampson
5. Amendment_executed
6. Delinquent Ad Valorem Tax Collection Services 2018

NOTICE OF A PUBLIC MEETING

Notice is hereby given that a City Commission meeting of the City of Brownsville will be held on Tuesday, December 5, 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 for the purpose of considering and taking action on all matters on the agenda for the meeting, including approval of a one-year renewal of an agreement with the law firm of Linebarger Goggan Blair & Sampson, LLP as special counsel to perform all legal services necessary to collect delinquent property taxes and authorizing the execution of such amendment (hereinafter "agreement").

The agreement to be considered is necessary for the delinquent taxes owed to the City of Brownsville to be collected in the most effective manner. The City desires that such delinquent tax, penalties, and interest be collected as provided in the Texas Tax Code.

The Linebarger Goggan Blair & Sampson, LLP firm is fully qualified to provide this representation, being the largest delinquent tax collection law firm in the State of Texas, as well as the United States and having been engaged in this specialized legal service for more than 40 years. In addition, the Linebarger Goggan Blair and Sampson, LLP firm possesses infrastructure and technology, such as call center technology, that the City does not currently possess.

Linebarger Goggan Blair & Sampson, LLP has represented City for at least the past 11 years with competence and professionalism, in the collection of delinquent property taxes.

The specialized legal services required by this agreement cannot be adequately performed by the attorneys and supporting personnel of the City due to the high cost of implementing the appropriate infrastructure and technology and employing sufficient in-house attorneys and staff with the level of experience and competence necessary to perform these activities.

Linebarger will be compensated on a contingent fee basis as provided in the Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48. These Texas Tax Code sections specifically provide for an additional penalty on delinquent taxes to compensate collection attorneys. A contract to pay inside or outside attorneys on an hourly basis would represent an additional cost to the City.

Entering into the proposed agreement via a renewal is in the best interests of the residents of the City of Brownsville because the delinquent taxes will be professionally and competently collected without the additional costs to the City of implementing infrastructure and technology, and employing in-house personnel or paying outside counsel on an hourly fee basis which would otherwise be required.

ACTION APPROVING CONTRACT
WITH LINEBARGER GOGGAN BLAIR & SAMPSON, LLP

After having provided adequate notice as required by Sec. 2254.1036 of the Texas Government Code, the Agreement for Delinquent Tax Collection Services with Linebarger Goggan Blair & Sampson, LLP is approved and the Mayor is authorized to execute this Agreement.

After exercising its due diligence, the City of Brownsville Commission finds that:

1. There is a substantial need for the legal services to be provided pursuant to the Agreement for Delinquent Tax Collection Services;

2. These legal services cannot be adequately performed by the attorneys and supporting personnel of the City at a reasonable cost;

3. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent tax penalties provided by Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and because the City does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;

4. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;

5. Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to the City in the past and the City has been well satisfied with the quality and outcome of the legal services provided.

6. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the City and Linebarger Goggan Blair & Sampson, LLP and is fair and reasonable.

PASSED, APPROVED and ADOPTED this 5th Day of December, 2023.

City of Brownsville, Texas

BY: _____
John Cowen, Jr., Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC, City Secretary

SECOND AMENDMENT TO INDEPENDENT FIRM AGREEMENT TERM CONTRACT FOR DELINQUENT AD VALOREM TAX COLLECTION SERVICES

THIS **SECOND AMENDMENT** (this "**Amendment**") to **INDEPENDENT FIRM AGREEMENT TERM CONTRACT FOR DELINQUENT AD VALOREM TAX COLLECTION SERVICES** (the ***"Agreement"),*** dated as of December 5, 2023, is executed by and between the **CITY OF BROWNSVILLE, TEXAS** (the *"**City**")* and the **LINEBARGER, GOGGAN, BLAIR, & SAMPSON, L.L.P.** *("**Firm**"*), each individually a "party" and collectively the "parties":

RECITALS

WHEREAS, the parties have previously executed an Agreement on October 16, 2018, for delinquent ad valorem tax collection services, as amended by the First Amendment executed in June 2023; and

WHEREAS, the Agreement is set to expire on December 31, 2023; and

WHEREAS, collection of delinquent property taxes and similar revenues requires specialized knowledge of complex legal issues involving the laws and regulations governing property taxes, homestead exemptions, foreclosures, and fair debt collections; and

WHEREAS, the Firm has the requisite knowledge, expertise, and experience to effectively represent the City in connection with the collection of delinquent property taxes and similar revenues and has satisfactorily performed such services for the City for a number of years; and

WHEREAS, given the Firm's expertise and successful past performance, the City Manager's Office, in conjunction with the Office of the City Attorney, recommends that the Firm continue to be engaged in providing legal services in connection with delinquent ad valorem tax collection services; and

WHEREAS, because of changes made by the 86th Texas Legislature (2019), codified as Sec. 2254.1036 of the Texas Government Code, the City Commission is required to make certain written findings in connection with a contingent fee contract for ad valorem tax collection services. By approving this Amendment, and after exercising its due diligence, the City Commission finds that:

1. Adequate notice was given as required by Sec. 2254.1036 of the Texas Government Code;
2. There is a substantial need for legal services to be provided pursuant to the Second Amendment and Agreement for Delinquent Tax Collection Services;
3. These legal services cannot be adequately performed by the attorneys and supporting

personnel of the City at a reasonable cost; without hiring additional attorneys and paralegals to perform the workload necessitated for the collection of delinquent taxes for the City;

4. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent tax penalties provided by Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and because the City does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;
5. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;
6. Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to the City of Brownsville in the past, and City staff has been well satisfied with the quality and outcome of the legal services provided.
7. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the City and Linebarger Goggan Blair & Sampson, LLP, and is fair and reasonable; and

WHEREAS, the City and Firm desire to amend the Agreement as stated herein to allow additional time on the remaining term of the Agreement.

NOW, THEREFORE, City and Firm, acting herein by and through their duly authorized representatives, enter into the following agreement to amend the contract:

1. **Findings**. The recitals herein are found to be true and correct and are hereby adopted by the City Commission and made a part hereof for all purposes as findings of fact and legislative findings of the governing body.

2. **Definitions**. Whenever used in this Amendment, unless further defined herein, the defined words and phrases from the Agreement shall be used herein.

3. **Amendment**. Section 4, Term of Agreement, of the Agreement, is hereby amended to expire on December 31, 2024, unless prior to 30 days before the Expiration Date, the City or the Firm notifies the other in writing that it does not wish to continue this Agreement beyond its initial term, this Agreement shall be automatically extended for an additional six month period without the necessity of any further action by either party. In the absence of any such 30-day notice by either the City or the Firm, the Agreement shall continue to automatically renew for additional and successive six-month terms in the same manner at the end of each renewal period.
4. **Charter**. Pursuant to the City Charter, Part I, Article V, Administrative Provisions, Section 21-A, City Attorney's Office, the Firm shall assist and report to the Office of the City Attorney in the execution of legal services for collection of delinquent ad valorem

taxes for the City in compliance with City Charter, Part I, Article III, Taxation, Section 28, Seizure, sale for delinquent taxes.

5. **Agreement**. All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

6. **Execution**. The individual signing this Amendment hereby warrants that he/she has the legal authority to execute this Amendment on behalf of the respective party, and that such binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Amendment.

IN WITNESS WHEREOF, the City and Firm, acting under the authority of their respective governing bodies, have caused this Amendment to be duly executed and effective as of the date first set forth above.

City of Brownsville

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary

APPROVED AS TO FORM
AND LEGALITY:

_____
Guillermo ("Will") S. Trevino
City Attorney

Linebarger, Goggan, Blair, & Sampson, L.L.P.

_____
Kelly R. Salazar, Capital Partner

ORIGINAL

INDEPENDENT FIRM AGREEMENT

Term Contract for Delinquent Ad Valorem Tax Collection Services

This Agreement is entered into as of the October 16, 2018, between THE CITY OF BROWNSVILLE ("CITY") and Linebarger Goggan Blair & Sampson, LLP ("FIRM").

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

      i. Request for Proposals No. **AVT-47-0618,** dated May 16, 2018, including any and all exhibits and addenda (Exhibit A); and

      ii. Firm's submittal which shall include the schedule of services and duties to be performed by Firm, the total amount of compensation for said Services and duties, and compensation provisions and schedule at no cost to the city which includes Firm's bid submittal (Exhibit "B"):

      - Complete, computer-assisted delinquent tax collections
      - Aggressive delinquent tax collection litigation
      - Interventions on all tax suits filed by other taxing jurisdictions
      - Bankruptcy collections
      - Condemnation representation for taxes
      - Tax Warrants – Seizures
      - Opinions & Memoranda
      - Counsel in all ad valorem tax matters
      - Appellate representation
      - Title research information
      - Taxpayer assistance
      - Assistance with negotiating and drafting abatement agreements
      - Other revenue collections
      - **Firm to be compensated entirely by the fifteen percent (15%) collection penalty allowed by law and paid by the delinquent taxpayer pursuant to Texas Property Tax Code Sections §6.30, §33.07, §33.11 and §33.08.**

2. **Scope of Services**

   (a) Firm shall perform the Services as specified in the Contract Documents and under the general direction of City. Unless otherwise specified herein Firm and City agree that the scope of work is a description of Firm's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are an integral and inseparable part of the work described in the Contract Documents, the exclusion of which would render performance by Firm impractical, illogical or unconscionable.

   (b) Firm will perform such Services in a diligent and workmanlike manner consistent with industry standards and in accordance with the schedule, if any, set forth in the Contract Documents.

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

ORIGINAL

3. Independent Firm; Personnel

(a) Firm enters into this Agreement as, and shall continue to be, an independent Firm. All Services shall be performed only by Firm and Firm's employees. Under no circumstances shall Firm, or any of Firm's employees, look to City as his/her employer, or as a partner, agent or principal. Neither Firm, nor any of Firm'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. Firm shall be responsible for providing, at Firm's expense, and in Firm'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. Firm shall be responsible for paying all applicable local, state and federal taxes.

(b) Firm 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) Firm 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 Firm of this Agreement or any right or interest herein without City's written consent. In the event Firm engages any subFirm in the performance of this Agreement, Firm shall ensure that all of Firm's subFirms perform in accordance with the terms and conditions of this Agreement. Firm shall be fully responsible for all of Firm's subFirms' performance, and liable for any of Firm's subFirms' non-performance and all of Firm's subFirms' acts and omissions.

4. Term of Agreement.

The initial contract period shall commence on upon City Commission approval and shall end on **June 30, 2023**. The City reserves the right to terminate the contract after giving 30 days' notice to Firm at any time after the expiration of the first full year of the contract. *All delinquent taxes become subject to attorney's collection efforts on July 1 of the year they become delinquent.* Existing delinquent taxes for prior years become subject to the attorney's collection efforts upon the beginning date of this contract. Upon termination of the contract, the firm will have six months to conclude only pending litigation activities.

5. Compensation.

(a) Firm agrees to provide the services and/or materials as specified in the Contract Documents specified in Exhibit B. It is acknowledged and agreed by Firm that the stipulated compensation for all delinquent collection services as authorized by this agreement is limited to **fifteen percent (15%) collection penalty allowed by law under Sections §6.30, §33.07, §33.11, and §33.08 of the Property Tax Code**. Firm agrees that compensation herein is sufficient and it imposes no limitation of any sort upon Firm's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

(b) Taxing Authority agrees to pay the Firm as compensation for services rendered hereunder fifteen (15%) percent of the total amount of all delinquent taxes, penalty and interest which are subject to this contract and which are actually collected and paid to the Taxing Authority's Collector of Taxes. Other taxes, including current taxes, which are turned over to the Firm by the Taxing Authority's Tax Assessor-Collector because of the necessity of filing claims in Bankruptcy, with other Federal authorities, or for other reasons, shall become subject to the terms of this contract at the time they are turned over to the Firm and the Firm shall be entitled to fifteen (15%) percent of any amounts of delinquent taxes, penalties, and interest actually received by the Taxing Authority, and fifteen (15%) percent of current taxes actually received by the Taxing Authority when such percentage is actually recovered from the taxpayer, if collected prior to July 1st of any tax year.

6. Insurance.

(a) The Firm 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 Firm'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 Firm 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 Firm'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 Firm that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

i. Workers' Compensation and Employers' Liability Insurance

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

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

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

ii. Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent Firms 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 Firm under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Firms

iii. 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, Firm'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 Firm at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Firm 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. Firm 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 Firm, 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 Firm at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Firm 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. *(If applicable)*

(d) *Force Majeure.* The City and Firm 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 Firm 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 Firm 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. 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.* Firm shall not assign any of Firm's rights under this Agreement, or delegate the performance of any of Firm'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 here from 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:

(j) Representation of Other Taxing Entities. The Client acknowledges and consents to the representation by the Firm of other taxing entities that may be owed taxes or other claims and be secured by the same property as the Client's claim.

(k) Retention of Files. The Firm will retain the files created in the course of performing the Services specified in Paragraph 1 above according to the following schedule. After the time periods specified in this Section, Client consents to the destruction of such files, so long as such destruction is undertaken in a manner to protect the confidentiality of any personal or private information contained therein.

Tax Warrant Files: Five years from the date of issuance of a warrant.

Litigation Files:	Two years from the date of nonsuit or dismissal of a suit occurring prior to a final judgment.
	Five years from the date of sale of the last property pursuant to the judgment or other satisfaction of the judgment.
	Ten years from the date of filing of an abstract of judgment, or five years from the date of satisfaction of the judgment, whichever is earlier.
Bankruptcy Files:	Two years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 7 and 13 proceedings.
	Three years from the date of dismissal of a bankruptcy proceeding or other order closing the case, or from satisfaction of a claim, whichever is earlier, with respect to Chapter 11 proceedings.

(l) Compliance with Tx. Govt. Code §2270.002. In order to comply with Tx. Govt. Code §2207.002, the Firm verifies that it does not boycott Israel and will not boycott Israel during the term of the contract.

If to Firm:	**Linebarger Goggan Blair & Sampson, LLP** 35 Providencia Ct. Brownsville, TX 78526
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.

ORIGINAL

(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: Antonio Martinez,

Title: Mayor

Date: October 16, 2018

FIRM: **Linebarger Goggan Blair & Sampson, LLP**

Signature: _____

Print Name: John D. Guevara

Title: Partner

Date: November 5, 2018

Approved as to legality and form
this 15th day of Nov, 2018.
Name: _____
Title: Legal Consultant

Office of the City Attorney
1001 E. Elizabeth Street
Brownsville, TX 78520
Phone (956) 548-6011
Fax (956) 546-4291

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-416090

Date Filed:
10/18/2018

Date Acknowledged:
10/25/2018 Al Mendoza

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Linebarger Goggan Blair & Sampson, LLP
Brownsville, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
AVT-47-0618
Collection of Delinquent Ad Valorem Taxes

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

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is John D. Guevara, and my date of birth is 09/24/63.

My address is 35 Providencia Court (street), Brownsville (city), TX (state), 78550 (zip code), US (country).

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

Executed in Cameron County, State of Texas, on the 18 day of October (month), 2018 (year).

Signature of authorized agent of contracting business entity
(Declarant)

FIRST AMENDMENT TO INDEPENDENT FIRM AGREEMENT TERM CONTRACT FOR DELINQUENT AD VALOREM TAX COLLECTION SERVICES

THIS **FIRST AMENDMENT** (this "**Amendment**") to **INDEPENDENT FIRM AGREEMENT TERM CONTRACT FOR DELINQUENT AD VALOREM TAX COLLECTION SERVICES** (the ***"Agreement"***), dated as of June 27, 2023, is executed by and between the **CITY OF BROWNSVILLE, TEXAS** (the *"City"*) and the **LINEBARGER, GOGGAN, BLAIR, & SAMPSON, L.L.P.** (*"Firm"*), each individually a "party" and collectively the "parties":

RECITALS

WHEREAS, the parties have previously executed an Agreement on October 16, 2018 for delinquent ad valorem tax collection services; and

WHEREAS, the Agreement is set to expire on June 30, 2023; and

WHEREAS, collection of delinquent property taxes and similar revenues requires specialized knowledge of complex legal issues involving the laws and regulations governing property taxes, homestead exemptions, foreclosures, and fair debt collections; and

WHEREAS, the Firm has the requisite knowledge, expertise, and experience to effectively represent the City in connection with the collection of delinquent property taxes and similar revenues and has satisfactorily performed such services for the City for a number of years; and

WHEREAS, given the Firm's expertise and successful past performance, the City Manager's Office, in conjunction with the Office of the City Attorney, recommends that the Firm continue to be engaged in providing legal services in connection with delinquent ad valorem tax collection services; and

WHEREAS, because of changes made by the 86th Texas Legislature (2019), codified as Sec. 2254.1036 of the Texas Government Code, the City Commission is required to make certain written findings in connection with a contingent fee contract for ad valorem tax collection services. By approving this Amendment, and after exercising its due diligence, the City Commission finds that:

1. Adequate notice was given as required by Sec. 2254.1036 of the Texas Government Code;
2. There is a substantial need for legal services to be provided pursuant to the First Amendment and Agreement for Delinquent Tax Collection Services;
3. These legal services cannot be adequately performed by the attorneys and supporting personnel of the City at a reasonable cost; without hiring additional attorneys and paralegals to perform the workload necessitated for the collection of delinquent taxes for

the City;

4. These legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of delinquent tax penalties provided by Texas Tax Code Sections 6.30, 33.07, 33.08, 33.11, and 33.48 and because the City does not have the funds to pay the estimated amounts required under a contract only for the payment of hourly fees;
5. Linebarger Goggan Blair & Sampson, LLP, is well qualified and competent to perform the legal services required to comply with the terms of this contract;
6. Linebarger Goggan Blair & Sampson, LLP has provided these specialized legal services to the City of Brownsville in the past, and City staff has been well satisfied with the quality and outcome of the legal services provided.
7. The contract with Linebarger Goggan Blair & Sampson, LLP is the result of an arm's length transaction between the City and Linebarger Goggan Blair & Sampson, LLP, and is fair and reasonable; and

WHEREAS, the City and Firm desire to amend the Agreement as stated herein to allow additional time on the remaining term of the Agreement.

NOW, THEREFORE, City and Firm, acting herein by and through their duly authorized representatives, enter into the following agreement to amend the contract:

1. **Findings**. The recitals herein are found to be true and correct and are hereby adopted by the City Commission and made a part hereof for all purposes as findings of fact and legislative findings of the governing body.

2. **Definitions**. Whenever used in this Amendment, unless further defined herein, the defined words and phrases from the Agreement shall be used herein.

3. **Amendment**. Section 4, Term of Agreement, of the Agreement, is hereby amended to expire on December 31, 2023, unless renewed in writing by the parties.
4. **Charter**. Pursuant to the City Charter, Part I, Article V, Administrative Provisions, Section 21-A, City Attorney's Office, the Firm shall assist and report to the Office of the City Attorney in the execution of legal services for collection of delinquent ad valorem taxes for the City in compliance with City Charter, Part I, Article III, Taxation, Section 28, Seizure, sale for delinquent taxes.

5. **Agreement**. All other provisions of the Agreement which are not expressly amended herein shall remain in full force and effect.

6. **Execution**. The individual signing this Amendment hereby warrants that he/she has the legal authority to execute this Amendment on behalf of the respective party, and that such

binding authority has been granted by proper order, resolution, ordinance or other authorization of the entity. The other party is fully entitled to rely on this warranty and representation in entering into this Amendment.

IN WITNESS WHEREOF, the City and Firm, acting under the authority of their respective governing bodies, have caused this Amendment to be duly executed and effective as of the date first set forth above.

City of Brownsville

John Cowen, Jr.
Mayor

ATTEST:

Yolanda Galarza-Gomez, TRMC
City Secretary

CITY OF BROWNSVILLE, TEXAS
INCORPORATED
FEBRUARY 7
1853

APPROVED AS TO FORM AND LEGALITY:

Guillermo ("Will") S. Trevino
City Attorney

Linebarger, Goggan, Blair, & Sampson, L.L.P.

John D. Guevara
Partner

Brownsville
All-America City
NATIONAL CIVIC LEAGUE
2001 / 2014

City of BROWNSVILLE
On the Border, By the Sea
Texas

Purchasing & Contracting Services Department

REQUEST FOR PROPOSALS FOR TERM CONTRACT TO PROVIDE DELINQUENT AD VALOREM TAX COLLECTION SERVICES FOR THE CITY OF BROWNSVILLE

RFP # AVT-47-0618

Pre-Proposal Meeting Date: May 9, 2018
Pre-Proposal Meeting Time: 10:00 a.m.

RFP Closing Date: May 16, 2018
RFP Closing Time: 3:00 p.m.

Acknowledgment of Receipt

Please submit a copy of this page upon receipt.

For any clarifications, please contact Mr. Roberto C. Luna, Jr., Purchasing Director, at the City of Brownsville Purchasing & Contract Services Department at (956) 548-6081 or e-mail: purchasing@cob.us.

Please fax or mail this page upon receipt of the bid package.

Fax: (956) 546-2711

If you are unable to respond on this item, kindly indicate your reason for "**Not Responding**" below and fax back. This will insure you remain active on our vendor list.

Date: _____

( ) Yes, I will be able to submit a Proposal.

( ) No, I will not be able to submit a Proposal for the following reason:

_____

_____

_____

Name: _____

Company: _____

Phone #: _____ Fax #: _____

E-mail address:

_____

PLEASE NOTE:

Please take a moment to register your Company with the City of Brownsville Purchasing Department or update your registration on our new form at the following web site address: http://www.cob.us/purchasing/

Request for Proposals for Term Contract to Provide Delinquent Ad Valorem Tax Collection Services for the City of Brownsville

RFP # AVT-47-0618 **Closing Date: May 16, 2018 @ 3:00p.m.**

NVITATION

**** B/P/Q (Bid/Proposal/Qualifications)***

Description	*NUMBER*	Pre-Bid/Proposal Meeting	Bid/Proposal Due Date
Request for Proposals for Delinquent Ad Valorem Tax Collection Services for the City of Brownsville	***P AVT-35-0612**	**May 9, 2018 at 10:00 a.m. at the Purchasing Conference Room, City Hall**	**May 16, 2018 3:00 p.m.**

Sealed, bids/proposals will be received by the City of Brownsville, at the Office of Roberto C. Luna, Jr., Purchasing Director, located at City Hall, 1001 E. Elizabeth Street, First Floor, Suite 101, Brownsville, Texas 78520, (956) 548-6081, e-mail: purchasing@cob.us.

Copies of the bid/proposal documents consisting of detailed specifications, general requirements or other information may be obtained at the Purchasing & Contract Services Department. Specifications are available at the Purchasing & Contract Services Department Office.

Interested Bidders/Proposer are invited to attend the Bid/Proposal opening at the Office of the Purchasing &Contract Services Department on the dates specified. Presence is not mandatory. Specifications may also be viewed and downloaded at: http://www.cob.us/purchasing/bidsopen.asp .

Roberto C. Luna, Jr.
Purchasing Director

REQUEST FOR DELINQUENT AD VALOREM TAX COLLECTION SERVICES PROPOSAL NOTICE

TIME SCHEDULE

Publish notice in newspaper	April 29, 2018 May 6, 2018
Pre-proposal conference at Purchasing Department at City Hall	May 9, 2018 @ 10:00 a.m. Purchasing
Proposals must be delivered to Purchasing Director's office; all sealed proposal Documents will be opened and acknowledged at the Purchasing Department at City Hall	May 16, 2018 @ 3:00 p.m.
Contract to be awarded by the City Commission	June 19, 2018

PURPOSE

The City of Brownsville is soliciting Proposals from qualified law firms with experience and a verifiable history of delinquent tax collections programs in the State of Texas. The chosen firm will assist the City in delinquent collections as authorized under Sections §6.30. and §33.07 of the Property Tax Code. Other services may be requested of the firm related to delinquent ad valorem property tax matters.

The current Delinquent Ad Valorem Tax Collection Services is under an Interlocal agreement contract trough the Cameron County Tax Collection offices of Mr. Tony Yzaguirre, Jr., Cameron County Tax Assessor Collector at 964 E. Harrison Street, First Floor Administration Building, Brownsville, TX. 78520, telephone # 956-544-0800.

CONTRACT PERIOD AND TERMINATION

1. The firm awarded the contract will represent the City beginning July 1, 2018. Contract term will expire June 30, 2023 (Five (5) year term contract). The City reserves the right to terminate the contract after giving 30 days notice to the contractor at any time after the expiration of the first full year of the contract. All delinquent taxes become subject to attorney's collection efforts on July 1 of the year they become delinquent. Existing delinquent taxes for prior years become subject to the attorney's collection efforts upon the beginning date of this contract. Upon termination of the contract, the firm will have six months to conclude its pending litigation activities.

PROPOSAL SPECIFICATIONS

1. Each proposal must clearly cover all items in this Request for Proposal and supply complete responses to all items mentioned. Additional information may be included and a clear table of contents must make all information easily referenced.

2. Each proposal must indicate a contact person for purposes of discussion related to this proposal process. Additionally, this person must be one authorized to make commitments on behalf of the firm and should indicate the firm's overall intentions toward this contract in a signed cover letter accompanying the firm's proposal.

3. Each proposal should fully describe the various processes involved in the firm's delinquent collection program. These must include, but are not limited to the following topics:

    a. Taxpayer notification program. Types of notice letters, frequency of notices and whether or not all taxpayers and all delinquent accounts are billed regardless of amount due. Sample notice letters

and statements should be included as an example of form. A proposed mailing schedule should also be set that indicates the type of mailing scheduled. This schedule should be shown on a yearly basis.

b. Address and ownership investigation procedures for mailing purposes and keeping delinquent data current.

c. Procedures for selecting accounts for litigation and upon what basis.

d. Complete procedures related to the filing of suit and prosecution to judgment.

e. Procedures and experience in tax warrants, and collection of judgments by execution and sale.

f. Other tax related services that the firm provides. Bankruptcy collection practices and FDIC litigation policies must be covered.

g. Intentions and practices related to partial payments or payment agreements or other arrangements with the taxpayer.

h. Methods of reporting to the client and the frequency of those reports. As an example of form, please include one such report provided a City by your firm.

i. Data processing procedures and resources. Include firm's methods of data handling and any expectations of the City including a specific cost sharing schedule if any costs are to be the responsibility of the City.

j. A specific work plan for this account in simplified form for the first full year of the contract.

k. The City believes that working with the taxpayer to resolve their delinquencies is in keeping with its own philosophy. Complete and compassionate interaction with the community results in a desirable philosophy reflecting on the City as well as the firm. Describe the firm's proposed responsiveness to taxpayers in at least the following areas and the general methods used to accomplish them.

- Telephone inquiries
- Correspondence
- Payment Agreements
- Taxpayer Education and Counseling
- General Community Involvement
- Firm’s philosophy toward media attention and public controversy

l. Include a proposed contract for review in your proposal

m. Include full disclosure of any partnerships, subcontractors or income sharing with names and addresses of all parties involved. All present and future subcontractors must receive the prior approval of the City.

4. Each proposal must provide a full history of the firm and some description of its various activities. This must include, but is not limited to, the following:

a. An overall history of the firm and its length of experience in delinquent tax collection.

b. Services offered by the firm.

c. Specific information on the key personnel of the firm such as resumes of attorneys and full staff listing. Specific personnel that would be working with the City must be identified by name and shown with their respective roles. Support personnel may be shown if desired but only if they provide regular and on-going support to the City.

The following items d to f should be as relevant as possible. Please confine data presented to clients in the local area (Brownsville). For comparison purposes, City clients are preferred.

d. Collection records based on verifiable data that indicate the overall work picture of the firm on behalf of at least two (and not more than three) different clients. This should include clients where collection information before and after employment of the proposer can be illustrated. At minimum, this should show collections the year prior to hiring your firm and collections the first full year of your employment.

e. Litigation records based on verifiable statistics that indicate the overall work picture of the firm on behalf of at least two different clients for whom you are collecting or have collected past due taxes. At a minimum, this information e would include the number of lawsuits your have filed per year for the past three years, the number of such lawsuits that have gone to judgment in favor of the taxing entity, the number and amount of such judgments that have been collected without executing on the taxpayer's property and the number and amount of such judgments where execution was had on the taxpayer's property.

f. At least five (5) specific client references that may be personally contacted to discuss your firm's work history within your contract. Include the contact's name, title, phone number, e-mail address, and full business address.

g. A complete listing indicating all of your current municipal clients throughout the state.

Please include municipality's name, address, contact name and phone number as well as e-mail address.

h. Commitment to Equal Employment Opportunity and Minority/Women own Participation.

PROPOSAL INSTRUCTIONS

These should be directed to the attention of the Purchasing Department

Mr. Robert C. Luna, Jr., C.T.P.M.
Purchasing Director
City of Brownsville
1001 E. Elizabeth Street
1st Floor, Suite 101
Brownsville, Texas 78521
e-mail: purchasing@cob.us

PROPOSAL OPENING: Proposers are invited to attend the proposal opening/acknowledgment at the Purchasing & Contract Services Department office at City Hall, 1001 E. Elizabeth Street, First Floor, Suite 101 at 3:00 P.M., Wednesday May 16, 2018. Proposers presence is not mandatory.

The City of Brownsville reserves the right to review, accept or reject any or all proposals received through this process. Information contained within the original proposal should be the complete offering to the City. In fairness to all proposers, no late additions or verbal additions to the original proposal will be accepted after the submission deadline. If additional information is needed from proposers, the City will initiate that request. If interviews or conferences are necessary, the City will make those arrangements as necessary. The City of Brownsville also reserves the right and option to wave any and all informalities if in it's best interest.

Any costs involved in the preparation of the proposals are the sole responsibility of the proposer. The City will not be responsible for any costs associated with the preparation, submission or meetings involved with the presentation of the proposal.

RFP Requirements

IT IS UNDERSTOOD THAT the City of Brownsville reserves the right to accept or reject any and/or all "RFPs" as it shall deem to be in the best interest of the City. Receipt of any RFP shall, under no circumstances, obligate the City to accept the highest commission RFP. The award of the contract shall be made to the responsible Proposer whose RFP is determined to be the best qualified/evaluated offer resulting from negotiation, taking into consideration the relative importance of commission and other evaluation factors set forth in the REQUEST FOR RFP.

RFPS SHALL include this RFP and all additional documents submitted. Each RFP will be placed in a separate sealed envelope, manually signed in ink by a person having the authority to bind the firm in a contract and marked clearly on the outside. Facsimile transmittals will **NOT** be accepted.

LATE RFPS: RFPs received in the City Purchasing/Contracting Office after submission deadline ***will be returned unopened and will be considered void and unacceptable***. The City of Brownsville is not responsible for lateness of mail, carrier, etc., and time/date stamp clock in Purchasing Office shall be the official time of receipt.

ALTERING RFPS: Any interlineations, alteration, or erasure made before receiving time must be initialed by the signer of the RFP, guaranteeing authenticity.

WITHDRAWAL OF RFP: An RFP may not be withdrawn or cancelled by the Proposer for a period of ninety (90) days following the date designated for the receipt of RFP, and Proposer so agrees upon submittal of the RFP.

RFPS WILL BE received and publicly acknowledged at the location, date and time stated on Page 1. Proposers, their representatives and interested persons may be present. RFPs will be received and acknowledged, only so as to avoid disclosure of the contents to competing offers and kept secret during the negotiation/evaluation process.

However, all RFPs will be open for public inspection after the contract is awarded, except for trade secrets and confidential information contained in the RFP so identified by Proposer as such.

Preparation of Proposal

1. Proposer is expected to examine this REQUEST FOR PROPOSAL (RFP) carefully, understand the terms and conditions for providing the pertinent services, and respond completely. Failure to do so may result in disqualification. **Verbal questions and explanations are not permitted**. Each PROPOSER shall submit proposals containing all

information required by the RFP. Failure to respond to all portions of this RFP may result in the Proposer's response being deemed non-responsive. Proposals must be signed by an officer or principal of the PROPOSER, however, they may be signed by an agent if accompanied by written evidence of authority.

2. **Originals, 6 copies** and an electronic (PDF format file only) of your proposal shall be accepted at same address stated above by no later than 3:00 P.M. Wednesday, **May 16, 2018**. ***Proposals received after the time and date specified will not be considered.***

3. Should firms interested in submitting a proposal or have questions regarding the required services, the contents of Proposal, the selection or any other requirements, these questions should be directed, in writing only, to Mr. Roberto C. Luna, Jr., C.T.P.M., Purchasing Director email: purchasing@cob.us

4. Proposers are responsible for making certain proposals are delivered to the Purchasing and Contracting Services Department. Mailing of proposal does not ensure that the proposal will be delivered on time or delivered at all. If proposer does not hand deliver proposal, ***we suggest that he/she use some sort of delivery service that provides a receipt.***

5. Proposals will be accepted in person by United States Mail, by United Parcel Service, or by private courier service. *Oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission* **will not be acceptable** submissions for proposals. Proposals may be withdrawn prior to the above scheduled time set for closing of the proposals. Any proposal received after the date and hour specified will be rejected and returned unopened to the proposer.

6. The Purchasing & Contract Services Department and Finance Department reserves the right to postpone the date and time for opening proposals through an addendum.

Proposal packet addenda & modifications:

Any proposer in doubt as to the true meaning of any part of the specifications or other contact documents may request an interpretation thereof from the Contract Administrator. At the request of the proposer, or in the event the Brownsville Chief Financial Officer deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Department. Such addendum will be sent to all proposers receiving the original proposal and will become part of the proposal package having the same binding effect as provisions of the original proposal. No verbal explanations or interpretations will be binding.

The City does not assume responsibility for the receipt of any addendum sent to proposers. *A copy of all addenda issued must be signed and returned with your proposal.*

Proposal Preparation Costs:

Issuance of this Request for Proposal does not commit the City of Brownsville, in any way, to pay any costs incurred in the preparation and submission of a proposal. The issuance of this Request for Proposal (RFP) does not obligate the City of Brownsville to enter into contract for any services or equipment. All costs related to the preparation and the proposer shall pay submission of a proposal.

Trade Secrets, Confidential Information and the Texas Public Information Act. :

If you consider any portion of your proposal to be privileged or confidential by statue or judicial decision, including trade secrets and commercial or financial information, *clearly identify those portions.*

Proposals will be opened in a manner that avoids disclosure of the contents to competing offerors and to keep the proposals secret during negotiations. All proposals are open for public inspection after the contract is awarded, but trade secrets and confidential information in the proposals are not open for inspection.

The City of Brownsville will honor your negotiations of the trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your proposal is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your proposal that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section §552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that the information is in fact not privileged and confidential under Section §552.110 of the Government Code and Section §252.049 of the Local Government code, then such information will be made available to the requested.

Proposals are to be signed by an officer of the company authorized to bind the submitter to its provisions. Proposals are to contain a statement indicating the period during which the proposal will remain valid. A period of not less than ninety (90) days required. The proposal submitted by the proposer shall become an integral part of the contract between the City and

the Proposer and the representations, covenants, and conditions therein contained shall be binding upon the person, firm or corporation executing the same.

Failure to manually sign proposal will disqualify it.

Award of Franchise:

The City of Brownsville reserves the right to reject any or all proposals, reject any particular item on a proposal, and to waive immaterial formalities.

To demonstrate proposer's qualifications to perform the work, each proposer must submit with their proposal, **five (5) customer references, including name of customer,address, telephone number, e-mail address and individual to contact.**

The City may, by written notice to contractor, cancel the contract if it is found by the City that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by contractor or any agent or representative of contractor, to any employee or City Council member with a view toward securing an order or securing a favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such order. All actions taken pursuant to this proposal and/or contact must be in compliance with all Federal and Texas State Laws and regulations.

The parties hereby agree that the agreement will be made and entered into the State of Texas and under the laws of the State of Texas.

Evaluation Process & Award

The City will conduct a comprehensive evaluation of all proposals received in response to this RFP. The CITY will establish a Selection Committee comprised of staff members to perform such evaluation. Each proposal received will be analyzed to determine overall responsiveness and qualifications under the RFP; further, the Selection Committee may select proposing agency representatives for an "in person" presentation. Criteria to be evaluated, not necessarily in order of priority, may include the items listed below. All proposals deemed non-responsive will be eliminated from further consideration. Final approval of a selected CONTRACTOR is subject to the action of the City of Brownsville City Council.

A. Responsive to the Request for Proposal

1. Understanding and response to the scope of services and meeting or exceeding RFP and contract requirements.

2. Thoroughness of the proposal and completeness of requested information; clarity and conciseness.

3. Qualifications and experience of personnel assigned to work on the CITY account.

4. References and experience of applicant agency in performing duties outlined in the proposed agreement.

5. Financial integrity of applicant agency to perform services throughout contract period.

The CITY may accept, within the time specified herein, any proposal in whole or in part, whether or not there are negotiations subsequent to its receipt. If subsequent negotiations are conducted, they shall not constitute a rejection or alternate RFP on the part of the CITY.

Award of Proposal:

Submission and award of a contract shall be based on the "**Terms and Conditions of this Request for Proposals**". The City of Brownsville, Texas, (City) invites any qualified legal firm to submit a proposal to perform delinquent ad valorem tax collection services. The contract term will expire June 30, 2023. The City reserves the right to terminate the contract after giving 30 days notice to the contractor at any time after the expiration of the first full year of the contract.

Independent Contractor – It is expressly understood and agreed that the CONTRACTOR and all persons designated by it to provide services in connection with this Contract, is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions, and that the CITY shall in no way be responsible, therefore, neither party hereto has authority to bind the other or to hold out to third parties, that it has the authority to bind the other.

Disclosure of Interests – PROPOSER will provide a completed City of Brownsville Disclosure of Interests form found in proposal. Failure to submit this form may result in the proposal being declared non-responsive.

Reservation of Rights:

The CITY reserves the right to:

- Reject any and all Proposals received
- Issue a subsequent RFP
- Cancel the entire RFP
- Remedy technical errors in the RFP process
- Negotiate with any, all or none of the respondents to the RFP
- Accept the written proposal as an offer
- Waive informalities and irregularities
- Accept one or more proposals

This RFP does not commit the CITY to enter into a Contract, nor does it obligate it to pay any costs incurred in preparation and submission of Proposals or in participation of a Contract.

Proposer must remain in full compliance with Article 5, Administrative Provisions, Sub-Section 4, Qualifications of the City of Brownsville City Charter:

> "The mayor, commissioners, and other officers and employees shall not hold any other public office of emolument and shall not be interested in the profits or emoluments of any contracts, job, work, or service for the municipality, or interested in the sale to the city of any supplies, equipment, material, or articles purchased."

EVALUATION CRITERIA

Each proposal will be submitted in writing for review by appropriate parties as determined by the City. Each proposal will be evaluated based on the following:

1. The overall cost to the City and taxpayers. Any costs above those set forth by the Property Tax code which are payable to the firm must be indicated. 10%

2. Tax collection experience, demonstrated results, overall experience and reputation of the firm and. 20%

3. Capability of the firm in the areas of legal personnel, support personnel, data processing capabilities and a spectrum of services to be offered to prospective clients. Comprehensive services beyond delinquent tax collections will be considered an advantage. 25%

4. Demonstrated ability to handle a large number of clients of all sizes and of other types of taxing jurisdictions (such as cities, schools, counties, and other special taxing districts). 15%

5. Clarity and quality of proposal and supporting data. 10%

6. Total property-tax related support services provided by the firm to the City. 20%

MISCELLANEOUS

TERMINATION BY THE CITY - The City of Brownsville reserves the right of unilateral termination of the contract by providing a thirty (30) day written notice of such intent after the expiration of the first full year of the contract.

POINT OF CONTACT – All information regarding the specifications or proposal procedures please contact Mr. Roberto C. Luna, Jr., Purchasing Director, at (956) 548-6087 or e-mail at: purchasing@cob.us or visit our website at: https://www.cob.us/402/Purchasing-Contracts

DISCLOSURE OF INTEREST FORM - Please complete the attached Disclosure of Interest Form and submit with your proposal.

STATEMENT OF NON-COLLUSION FORM - Enclosed is a Statement of Non-Collusion, which must be completed by the vendor and submitted with the proposal.

RFP - DUE DATE - RFP due date will be at **3:00 P.M., May 16, 2018** at the Purchasing & Contract Services Department, located at City Hall, 1st Floor, Suite 101, Brownsville, Texas 78520.

ADDENDA

The following Addenda have been received. The modifications to the Contract Documents noted therein have been considered and all costs thereto are included in the Proposal.

Addendum No. ..... Dated .....

Addendum No. ..... Dated .....

Addendum No. ..... Dated .....

Addendum No. ..... Dated .....

The City of Brownsville reserves the right to reject any and all Proposals.

INDEMNIFICATION

BIDDER 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 BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER 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.

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. BIDDER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract, and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

BID REJECTION OR PARTIAL ACCEPTANCE – The CITY OF BROWNSVILLE has the right to reject any or all proposals. It further reserves the right to waive technicalities and formalities in proposals, as well as to accept in whole or in part such proposal or proposals where it deems it advisable in protection of the best interests of the City.

CHANGE ORDERS - No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of Brownsville Purchasing & Contract Services Department.

INSURANCE -

Prior to beginning work, the Contractor shall furnish the City with certificates of insurance in the amounts listed below:

A. Workers' Compensation Insurance
Amount: Statutory

B. Comprehensive General Liability Insurance
Amount: $500,000 Each Occurrence
$1,000,000 General Aggregate

C. Comprehensive Automobile Liability Insurance
Amount: $500,000 Combined Single Limit

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.

CERTIFICATION FORM

A) **COMPLIANCE WITH REQUIREMENTS FOR THE PARTICIPATION OF DISADVANTAGED BUSINESS ENTERPRISES (DBE's)**
The bidder hereby certifies that it will not discriminate on the basis or race, color, national origin, or sex in the performance of this contract. The requirements of 49 CFR Part 26 and U.S. DOT-approved Disadvantage Business Enterprise (DBE) program are incorporated in this contract by reference.

B) **DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**
The bidder certifies that neither the bidder, its third party subcontractors, nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public _____

My Appointment Expires: _____

GENERAL INFORMATION REQUIRED FROM ALL RESPONDENTS

The undersigned agrees, if this proposal is accepted, to furnish any and all items/materials upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be thirty (30) calendar days unless a different period is noted by the respondent.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this "RFP" package.

Date: _____

COMPANY
NAME: _____

AUTHORIZED
REPRESENTATIVE:_____

TITLE:_____

ADDRESS: _____

CITY, STATE, ZIP:_____

TELEPHONE NO:_____ FAX NO._____

CITY OF BROWNSVILLE
STATEMENT OF NON-COLLUSION

The undersigned affirms that they are dully authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this "RFP" in collusion with any other respondent, and that the contents of this "RFP" as to terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP.

Date _____

Company_____

Address _____

Phone_____

Fax Number_____

Respondent
(Signature)_____

Respondent
(Print Name)_____

Position
with Company_____

Signature of Company
Official Authorizing This
Bid_____

Company Official
(Print Name)_____

Official Position_____

Note: This form must be filled in and submitted with Proposal.

CITY OF BROWNSVILLE
DISCLOSURE OF INTERESTS

City of Brownsville, Texas requires all persons or firms seeking to do business with the City to provide the following information. Every question must be answered. If the question is not applicable, answer with "NA." Corporations whose shares are publicly traded and listed on national or regional stock exchanges or over-the-counter markets may file a current Securities and Exchange Commission Form 10-K with the City in lieu of answering the questions below. See reverse side for definitions.

FIRM NAME:_____

ADDRESS:_____

FIRM is: 1. Corporation ( ) 2. Partnership ( ) 3. Sole Owner ( )
4. Association ( ) 5. Other ( )_____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each "employee" of the City of Brownsville having an "ownership interest constituting 10% or more of the voting stock or shares of the business entity or ownership of $2,500 or more of the fair market value of the business entity or employed by the above named "firm."

Name	Title	Department

2. State the name of each "official" of the City of Brownsville having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Title	Department

3. State the names of each "board member" of the City of Brownsville having an "ownership interest" constituting 10% or more of the ownership in the above named "firm", or employed by the above named "firm."

Name	Board, Commission, or Committee

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the City of Brownsville, Texas as changes occur.

Certifying Person: _____

Title:_____
(Type or Print)

Signature of Certifying Person: _____

Date:_____

DEFINITIONS

The following definitions of terms should be used in answering the questions set forth below:

a. **"Board member."** A member of any board, commission, or committee appointed by the City Commission of the City of Brownsville, Texas.

b. **"Employee."** Any person employed by the City of Brownsville, Texas either on a full or part-time basis, but not as an independent contractor.

c. **"Firm."** Any entity operated for economic gain, whether professional, industrial or commercial, and whether established to produce or deal with a product or service, including but not limited to, entities operated in the form of sole proprietorship, as self-employed person, partnership, corporation, joint stock company, joint venture, receivership or trust, and entities which for purposes of taxation are treated as non-profit organizations.

d. **"Official."** The Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Brownsville, Texas.

e. **"Ownership interest."** Legal or equitable interest, whether actually or constructively held, in a firm, including when such interest is held through an agent, trust, estate or holding entity. "Constructively held" refers to holdings or control established through voting trusts, proxies, or special terms of venture of partnership agreements."

PLEASE FILL IN INFORMATION NEEDED AND SUBMIT TO:

THE CITY OF BROWNSVILLE
PURCHASING DEPARTMENT
P. O. BOX 911
CITY HALL, First Floor Suite 101
BROWNSVILLE, TEXAS 78520

ATTACHMENT A

PROPOSAL SUBMISSION FORM

The undersigned Proposer, by signing and executing this proposal, certifies and represents to the City of Brownsville that proposer has not offered, conferred or agreed to confer any pecuniary benefit, as defined in the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this proposal; the Proposer also certifies and represents that the Proposer has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value as consideration for the recipients decision, opinion, recommendation, vote or other exercise of discretion concerning this proposal; the Proposer certifies and represents that Proposer has neither coerced or attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the City of Brownsville concerning this proposal on the basis of any consideration not authorized by law; Proposer also certifies and represents that Proposer has not received any information not available to other Proposers so as to give the undersigned a preferential advantage with respect to this proposal; the Proposer further certifies and represents that Proposer has not violated any federal, state or local regulation or ordinance relating to bribery, improper influence, collusion or the like and that proposer will not in the future offer, confer, or agree to confer any pecuniary benefit or thing of value of any officer, trustee, agent or employee of the City of Brownsville in return for the person having exercised their official discretion, power or duty with respect to this proposal; the Proposer certifies and represents that it has not now or will not in the future offer, confer, or agree to confer a pecuniary benefit or thing of value to any officer, trustee, agent, or employee of the City of Brownsville in connection with information regarding this proposal or the performance, delivery or sale pursuant to this proposal.

I have read all of the specifications and general proposal requirements and do hereby certify that all items submitted meet specification:

COMPANY:_____

AGENT NAME/TITLE:_____

AGENT SIGNATURE:_____

ADDRESS:_____

CITY:_____

STATE:_____ ZIP CODE:_____

TELEPHONE:_____ FAX:_____

Restrictions on Lobbying Activity

A. Prohibited Contacts During Contract Evaluation

A vendor/contractor or a vendor's/contractor's agent/representative is prohibited from contacting city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for Statements of Qualifications (RFQ-SOQ), a Bid Solicitation (IFB) or other solicitation has been released until the contract has been acted on by the City Commission. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by contractors, respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer.

B. A Lobbyists or Vendor/ Contractor May Not Place City Official Under Personal Obligation

A Lobbyist or a Vendor/Contractor or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any city official under personal obligation to the Lobbyist or Vendor/ Contractor.

C. False Statements

A lobbyist or the vendor/contractor or any of their agents/representatives cannot intentionally or knowingly make any false or misleading statement of fact to any city official, or cause a copy of a document with false information to be received by an official without notifying the official in writing of the truth. Likewise, a registrant who learns that a statement in a registration form or activity report during the previous 3 years is false must correct that statement within 30 days by written notification to the Office of the City Secretary.

D. Use of False Identification

A lobbyist or the vendor/contractor or any of their agents/representatives cannot communicate with a city official in the name of any fictitious person or in the name of any real person, without that person's consent.

E. Improper Influence

A lobbyist or the vendor/contractor or any of their agents/representatives cannot cause or influence the introduction of any ordinance, resolution, appeal, application, petition, nomination, or amendment for the purpose of later being employed as a lobbyist to secure its granting, denial, confirmation, rejection, passage, or defeat.

F. Improper Representation

A lobbyist or the vendor/contractor or any of their agents/representatives cannot represent that the person can control or obtain the vote or action of any city official.

Disclosures and Requirements for City Vendors/Contractors

Lobbyists are often retained for the purpose of assisting vendor/contractor seeking to do business with the city. The standards of conduct applicable to city contractors or other vendor/contractor of lobbyists are discussed below.

A. Prohibited Contacts During Contract Evaluation

A vendor/contractor or a vendor's/contractor's agent is prohibited from lobbying activities with city officials, including elected officials, and employees regarding a proposed contract from the time a Request for Proposal (RFP), a Request for statements of Qualifications (RFQ-SOQ), a Bid Solicitation (IFB) or other solicitation has been released until the contract is posted as a City Commission agenda item. If contact is required, such contact will be done in accordance with procedures incorporated into the solicitation document. Violation of this provision by respondents or their agents, including lobbyists, may lead to disqualification of the respondent's offer. There is a parallel no-contact provision for lobbyists and their agents.

B. The City's Discretionary Contracts Disclosure Form

When seeking a discretionary[1][2] city contract, the contractor must submit a form disclosing:

- the identity of all parties to the contract;
- subcontractors;
- partners, parent or subsidiary business entities of any party to the contract;
- any lobbyist or public relations firm that has been employed for a purpose related to the contract.

The vendor/contractor must also disclose all political contributions[2][3] totaling more than $100 made by the parties or the other individuals or entities listed on the form made directly or indirectly to:

- any current or former member of City Commission, including the Mayor;
- any candidate for City Commission, including the Mayor;
- any political action committee (PAC) that contributes to City Commission elections.

Indirect contributions include contributions made by an individual's spouse or by the officers, owners, attorneys, or registered lobbyists of the entity.
Indirect contributions do not include contributions by owners of a business entity who hold less than 5% of the fair market value or voting stock of the entity. If a publicly traded corporation seeks to contract with the city, it will not be required to list contributions made by its shareholders whose holdings are less than 5%.

C. Chapter 176 of the Local Government Code

Effective January 1, 2006, Chapter 176 of the Local Government Code requires all vendors or those who seek to contract for the sale or purchase of property, goods, or services with a local governmental entity to submit a completed "conflict of interest questionnaire" with the Office of the City Secretary within seven (7) days after the person:

1) begins contract discussions or negotiations; or

2) submits an application, response to a request for proposal or bids, correspondence, or another writing related to a potential agreement with the local governmental entity.

The questionnaire requires the vendor/contractor or contract seeker to disclose business or employment relationships with Commissioners, Mayor and the City Manager. The Texas Ethics Commission is responsible for drafting the questionnaire and a link to the form on the Texas Ethics Commission website is posted on the "Forms" page of the city's ethics webpage. It is subject to change and anyone subject to the requirement should consult the TEC website to obtain the most up-to-date form.

Violation of Chapter 176 of the Local Government Code is a class C misdemeanor. Please consult your own legal counsel for questions about compliance.

D. Political Contribution Prohibition

Any person or company official acting as a legal signatory for a proposed "high-profile" city contract cannot make a political contribution to any Commissioner or candidate from the time a Request for Proposal (RFP), Request for Statements of Qualifications (RFQ-SOQ) or Invitation for Bids (IFB) is issued or from the time negotiations or discussions for a contract for which no competitive solicitation begins until thirty (30) days after the contract is awarded.

The designation of "high-profile" is assigned in accordance with the City of Brownsville Purchasing Policy Manual.

1 City Official – the Mayor, members of the City Commission, City Manager, Assistant City Managers, Department and Division Heads, and Municipal Court Judge of the City of Brownsville.

2"Discretionary contract" means any contract other than those which by law must be awarded on a low or high qualified bid process. They do not include contracts subject to Section 252.022(a)(7) of the Texas Local Government Code or those contracts not involving an exercise of judgment or choice.
3 Political contributions include both campaign and officeholder contributions.
4. "High-Profile"- A designation of profile assessment, based on contract value, level of community interest, non-competitive acquisition, and contract complexity.

AUTHORIZED CONTACT FORM:

This *IFB/RFP/SOQ has been issued by City of Brownsville Purchasing & Contract Services Department. The Purchasing & Contract Services Department shall be the vendor's sole point of contact with regard to the IFB/RFP/SOQ, its content, and all issues concerning it.

All communication regarding this IFB/RFP/SOQ shall be directed to an authorized representative of City Purchasing & Contract Services Department. The Purchasing Director or Assistant Director facilitating this IFB/RFP/SOQ is identified on the cover page, along with his or her telephone number, and he or she shall be the primary point of contact for discussions or information pertaining to the IFB/RFP/SOQ. Contact with any other City representative, including elected officials, for the purpose of discussing this IFB/RFP/SOQ, its content, or any other issue concerning it, is prohibited unless authorized by the Purchasing & Contract Services Department Director or Assistant Director. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other City representatives, may constitute grounds for rejection by the Purchasing & Contract Services Department of the vendor's quotation.

The above stated restriction on vendor contact with City representatives shall apply until the City has awarded a purchase order or contract to a vendor or vendors.

SIGNATURE _____ TITLE _____

COMPANY _____ DATE _____

State of _____, County of _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public _____

My Appointment Expires: _____

* *IFB – Invitation for Bids*
RFP – Request for Proposals
SOQ – Statements of Qualifications

CERTIFICATION OF ELIGIBILITY

The _____ hereby (Name of Contractor) certifies that it is not included on the United States Comptroller General's Consolidated List of Persons or firms Currently Debarred for Violations of Various Public Contracts incorporating Labor Standard Provisions.

Signed: _____

Title: _____

Date: _____

Subscribed and sworn to before me this _____ day of _____, 20___.

Notary Public _____

My Appointment Expires _____

DRUG-FREE WORKPLACE CERTIFICATION

COMPANY/ORGANIZATION NAME: _____

The contractor or grant recipient named above hereby certifies compliance with Governmental, Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

I. Publish a statement notifying employees that unlawful manufacture, distribution dispensation, possession, or use of a controlled substance is prohibited and specify actions to be taken against employees for violations, as required by Government Code Section 8355(a).

2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all the following:

(a) The dangers of drug abuse in the workplace.

(b) The person's or organization's policy of maintaining a drug-free workplace,

(c) Any available counseling, rehabilitation and employee assistance proof Penalties that may be imposed upon employees for drug abuse vice

Provide as required by Government Code Section 8355(c), that every employee who worker and the proposed contract or grant:

(a) Will receive a copy of the company's drug-free policy statement and

(b) Will agree to abide by the terms of the company’s statement as a condition employment on the contract or grant.

CERTIFICATION

I, the official named below, hereby svvear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjure under the laws of the State of Texas.

_____
OFFICIAL'S NAME

_____
DATE EXECUTE EXECUTED IN THE COUNTY OF

_____
CONTRACT OR GRANT RECIPIENT SIGNATURE

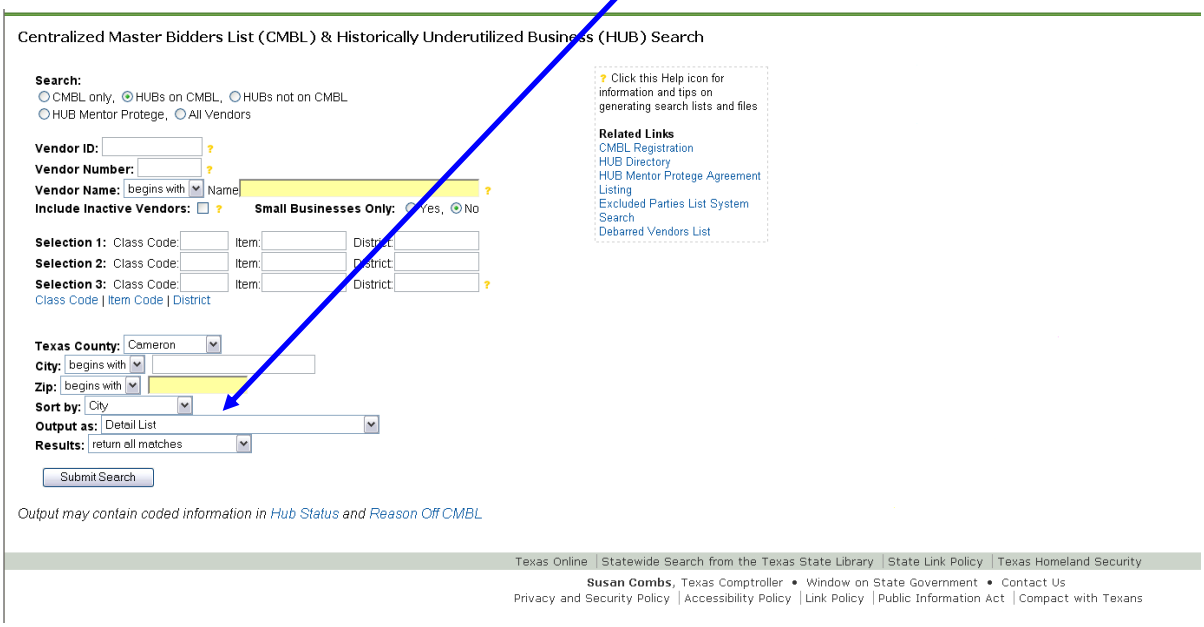
_____
TITLE FEDERAL I.D. NUMBER.

HISTORICALLY UNDERUTILIZED BUSINESSES SUBMITTAL REQUIREMENTS:

It is the policy of the City of Brownsville Purchasing & Contract Services Department to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. Accordingly, the Purchasing & Contract Services Department has adopted the State of Texas Statewide HUB Program, administered by the Texas Building and Procurement Commission. If the Purchasing & Contract Services Department determines that subcontracting opportunities are probable, then a HUB Subcontracting Plan is a required element of the contract.

Please follow the following link and choose Cameron County to run a HUB search.

http://www.window.state.tx.us/procurement//cmbl/cmblhub.html



Certificate of Interested Parties House Bill 1295

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least $1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Follow the hyperlink below to submit electronic filing application Form 1295 ***(Must be submitted with bid/proposal package to be considered by the City of Brownsville)***. *The Purchasing/Contracting Department requires "CERTIFICATE OF INTERESTED PARTIES FORM 1295" from your firm in order to be considered as per Government Code section §2252.908*

HTTPS://WWW.ETHICS.STATE.TX.US/FILE/

Acknowledged by,

_____
(Name of Bidder)

_____
(Signature)

_____
(Print)

_____
Date

Note: This page must be filled in and submitted with the sealed bid/proposal as an acknowledgement of bid/proposal document requirements by the City of Brownsville

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

OFFICE USE ONLY

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

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

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

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

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

5 **Check only if there is NO Interested Party.** ☐

6 **AFFIDAVIT** I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

_____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Adopted 10/5/2015

Must file online at www.ethics.state.tx.us/File

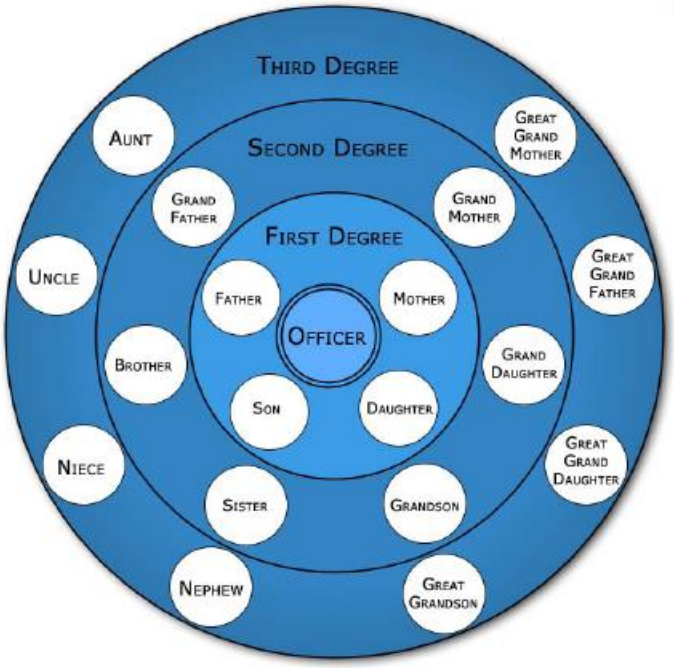
NEPOTISM CHART

The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

AFFINITY KINSHIP
Relationship by Marriage

CONSANGUINITY KINSHIP
Relationship by Blood



To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Will Trevino, First Assistant City Attorney
Date:	Tuesday, December 5, 2023
Agenda #:	Consideration and **ACTION**, if any, on the Second and Final Reading of Ordinance Number 2023-1716, related to Paul Seales/Port Isabel/Laguna Vista v. Brownsville. (Tabled November 7, 2023) (Office of the City Attorney)

Summary:
Ordinance Number 2023-1716, related to *Paul Seales/Port Isabel/Laguna Vista v. Brownsville*, will settle a decade-long boundary dispute between the Cities of Brownsville, Laguna Vista, and Port Isabel.

The lawsuit stems from plaintiffs Paul Seales, MG Real Properties, LTD, Lucilla Barrera, and Intervenors City of Port Isabel and Town of Laguna Vista alleging that the City of Brownsville's annexations of 2001 and 2002 were void because of a failure to meet the Texas Open Meetings Act and annexation statutes. Moreover, Laguna Vista alleged that its interlocal agreement with the City of Brownsville concerning extraterritorial jurisdiction was invalid and unenforceable. The Cities of Brownsville, Port Isabel, and Laguna Vista each disputed the claim of the other municipality that its annexation and extraterritorial jurisdiction was valid and first in time in the overlapping areas. The Thirteenth Court of Appeals held that Port Isabel and Laguna Vista did not have viable causes of action under the Texas Open Meetings Act yet allowed causes of action concerning the validity of the annexations and the enforceability of the interlocal agreement. The Cities of Brownsville, Port Isabel, and Laguna Vista were ordered to mediation by order of the trial court entered on April 12, 2022.

At a mediation held on Monday, February 20, 2023, the Cities of Brownsville, Port Isabel, and Laguna Vista reached the agreement embodied within the proposed Compromise, Settlement, and Mutual Release Agreement ("Settlement Agreement"). The Settlement Agreement is attached to Ordinance No. 2023-1716 as Exhibit No. 1 along with the agreed upon maps with Laguna Vista and Port Isabel. Under the terms of the proposed Settlement Agreement, the Cities of Brownsville, Port Isabel, and Laguna Vista have agreed to submit an agreed Final Judgment (attached to the proposed Settlement Agreement) to the trial court. The Town of Laguna Vista's City Council has already approved the ordinance and accompanying Settlement Agreement on November 7, 2023. The Cities of Brownsville and Port

Isabel await their governing bodies' final approval.

Once approved, the proposed Settlement Agreement, maps, and Agreed Judgment will be filed with the County Clerk's property records, and each City's respective maps will be updated to reflect the agreed-upon boundaries of the corporate limits and extraterritorial jurisdictions of the Cities of Brownsville, Port Isabel, and Laguna Vista.

Paul Seales, MG Real Properties, LTD, and Lucilla Barrera filed the original pleading in the Litigation, and their status as parties is unresolved. Notwithstanding Paul Seales, MG Real Properties, LTD, and Lucilla Barrera's unresolved status as parties in the Litigation, their status does not affect the terms of the proposed Settlement Agreement between Port Isabel and Laguna Vista. The City of Brownsville will file a motion to dismiss the remaining portion of the lawsuit from Paul Seales, MG Real Properties, LTD, and Lucilla Barrera, as moot based on the new boundaries.

Approval of the terms of the attached Ordinance and proposed Settlement Agreement is in the best interest of the health, safety, and general welfare of the citizens of the City of Brownsville. This boundary agreement will preserve the ability of each city to develop its corporate limits and extraterritorial jurisdiction as to how that city's governing body decides for years to come.

Project Scope and Analysis:

Funding:

Source: Not Applicable
Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends approving the ordinance and accompanying documents subject to the final approval of the City Manager and City Attorney.

Commission Pillar:
Governance
Economic Development
Infrastructure
Quality of Life

Attachments:
1. COB Ordinance Paul Seales Port Isabel Laguna Vista vF
2. Interlocal Boundary and Settlement Agreement 10.31.23 vF

3. 2023.07.20 Agreed Motion for Agreed Judgment 10.31.2023 vF
4. 2023.07.20 Agreed Judgment 10.31.2023 vF
5. 3756 Exhibit COB-Laguna Vista-Port Isabel Agreement 11-14-23-Focus Port ...
6. 3756 Exhibit COB-Laguna Vista-Port Isabel Agreement 11-14-23-Focus Lagun...

ORDINANCE NUMBER 2023-1716

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, APPROVING THE TERMS OF THE SETTLEMENT AGREEMENT BETWEEN THE CITY OF BROWNSVILLE, PORT ISABEL, AND LAGUNA VISTA, RESOLVING ALL ANNEXATION AND EXTRATERRITORIAL JURISDICTION AREA DISPUTES BETWEEN THESE PARTIES OUTLINED IN CAUSE NO. 2014-DCL-00815; *CITY OF PORT ISABEL AND TOWN OF LAGUNA VISTA VS. CITY OF BROWNSVILLE* IN THE 103RD JUDICIAL DISTRICT COURT OF CAMERON COUNTY, TEXAS; APPROVING THE TERMS OF THE AGREED FINAL JUDGMENT ATTACHED TO THE SETTLEMENT AGREEMENT; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE SETTLEMENT AGREEMENT; AUTHORIZING THE INTERIM CITY ATTORNEY TO EXECUTE THE SETTLEMENT AGREEMENT AND AGREED FINAL JUDGMENT; ADOPTING THE EXHIBITS ATTACHED HERETO AS OUTLINING THE CITY OF BROWNSVILLE'S TERRITORIAL LIMITS AND EXTRATERRITORIAL JURISDICTION THEREBY AMENDING THE OFFICIAL MAP OF THE CITY OF BROWNSVILLE, TEXAS; PROVIDING REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Brownsville, Texas (the "City") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Plaintiffs Paul Seales, MG Real Properties, LTD, and Lucilla Barrera, and Intervenors City of Port Isabel and Town of Laguna Vista alleges that the City's annexations of 2001 and 2002 were void because of a failure to meet the Texas Open Meetings Act and annexation statutes;

WHEREAS, Laguna Vista alleged its interlocal agreement with the City concerning extraterritorial jurisdiction was invalid and unenforceable;

WHEREAS, the City, Port Isabel, and Laguna Vista each disputed the claim of the other municipality that its annexation and extraterritorial jurisdiction was valid and first in time in the overlapping areas; and

WHEREAS, the Thirteenth Court of Appeals held that Port Isabel and Laguna Vista did not have viable causes of action under the Texas Open Meetings Act yet allowed causes of action concerning the validity of the annexations and the enforceability of the interlocal agreement; and

WHEREAS, the City, Port Isabel, and Laguna Vista were ordered to mediation by order of the trial court entered on April 12, 2022; and

WHEREAS, at mediation held on Monday, February 20, 2023, the City, Port Isabel, and Laguna Vista reached the agreement embodied within the proposed Compromise, Settlement and Mutual Release Agreement ("Settlement Agreement"); and

WHEREAS, the Settlement Agreement is attached hereto as Exhibit No. 1 and incorporated herein for all purposes; and

WHEREAS, under the terms of the proposed Settlement Agreement, the City, Port Isabel, and Laguna Vista have agreed to submit an agreed Final Judgment (attached to the proposed Settlement Agreement) to the trial court; and

WHEREAS, the map attached as Exhibit "A" to the proposed Settlement Agreement and incorporated therein for all purposes depicts the boundaries of the extraterritorial jurisdictions of the City (shown in salmon) and Port Isabel (shown in light blue) and the territorial limits of the City (shown in red) and Port Isabel (shown in blue) within the areas shown in the map and on which the City and Port Isabel have agreed as a result of the mediation; and

WHEREAS, the map attached as Exhibit "B" to the proposed Settlement Agreement and incorporated therein for all purposes depicts the boundaries of the extraterritorial jurisdictions of the City (shown in salmon) and Laguna Vista (shown in orange) and the territorial limits of the City (shown in red) and Port Isabel (shown in sandy brown) within the areas shown in the map and on which the City and Port Isabel have agreed as a result of the mediation; and

WHEREAS, the City, Port Isabel, and Laguna Vista will request the trial court to approve and adopt their proposed settlement agreement reached in mediation embodied in the proposed Settlement Agreement which includes Exhibits "A" and "B" as the Settlement Agreement to be approved and adopted by the trial court; and

WHEREAS, the City, Port Isabel, and Laguna Vista have agreed to exchange and/or release to the extent necessary to effectuate their agreement, in accordance with Section 42.023 of the Texas Local Government Code, any area previously claimed to be within the extraterritorial jurisdiction of the other party and in order to establish the boundaries of the extraterritorial jurisdictions of the City, Port Isabel, and Laguna Vista as depicted and described in Exhibits "A" and "B" attached to the proposed Settlement Agreement; and

WHEREAS, the establishment of the boundaries for the City's extraterritorial jurisdiction in the areas formerly in dispute (a) will result in (i) an exchange of areas between Port Isabel and Laguna Vista, (ii) an acknowledgment that the City has adequate land use controls to protect any area exchanged, including any environmental resources in such area, (iii) a logical planning boundary, and (b) does not result in any significant negative fiscal impact on the budget of the City or the other parties; and

WHEREAS, Paul Seales, MG Real Properties, LTD, and Lucilla Barrera filed the original

pleading in the Litigation; and

WHEREAS, the status of Paul Seales, MG Real Properties, LTD and Lucilla Barrera as a parties in the Litigation is unresolved; and

WHEREAS, notwithstanding Paul Seales, MG Real Properties, LTD and Lucilla Barrera's unresolved status as parties in the Litigation, their status does not affect the terms of the proposed Settlement Agreement between Port Isabel and Laguna Vista; and

WHEREAS, approval of the terms of the attached proposed Settlement Agreement is in the best interest of the health, safety and general welfare of the citizens of the City.

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

Section 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2: Settlement Agreement. The terms of the proposed agreement between Brownsville, Port Isabel, and Laguna Vista resolving the litigation as incorporated in the Settlement Agreement attached as Exhibit No. 1 are hereby approved.

Section 3: Final Judgment. The terms of the proposed agreed Final Judgment attached to the proposed Settlement Agreement are also hereby approved.

Section 4: Authority for Execution. The Mayor and City Manager of the City of Brownsville are hereby authorized to execute the attached Settlement Agreement. The Interim City Attorney is hereby authorized to execute the attached Settlement Agreement and agreed Final Judgment.

Section 5: Adjustment in City Map. The City Commission hereby adopts the maps included as Exhibits "A" and "B" to the Settlement agreement as modifying the City's territorial and extraterritorial jurisdictional boundaries and hereby directs the City Secretary and Planning and Redevelopment Director to update the official records of the City, copies of which shall be deposited with the County Clerk.

Section 6: Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences clauses and phrases be declared unconstitutional or invalid.

Section 7: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the

ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 8: Open Meetings. That it is hereby found and determined that the meeting at which this ordinance was passed was open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given, all as required by Section 551.041 of the Texas Government Code.

Section 9: Effective Date. This Ordinance shall become effective upon its second and final reading and passage, and publication as may be required by law.

INTRODUCED and **PASSED** at the First Reading on the 27th day of February, 2023.

PASSED at the Second and Final Reading and Approved on this the 5th day of December, 2023.

City of Brownsville, Texas

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza Gomez
City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Guillermo (Will) S. Trevino
City Attorney

DRAFT

Exhibit 1
Omitted for Draft

DRAFT

Exhibit "A"
Laguna Vista and Brownsville Boundaries

DRAFT

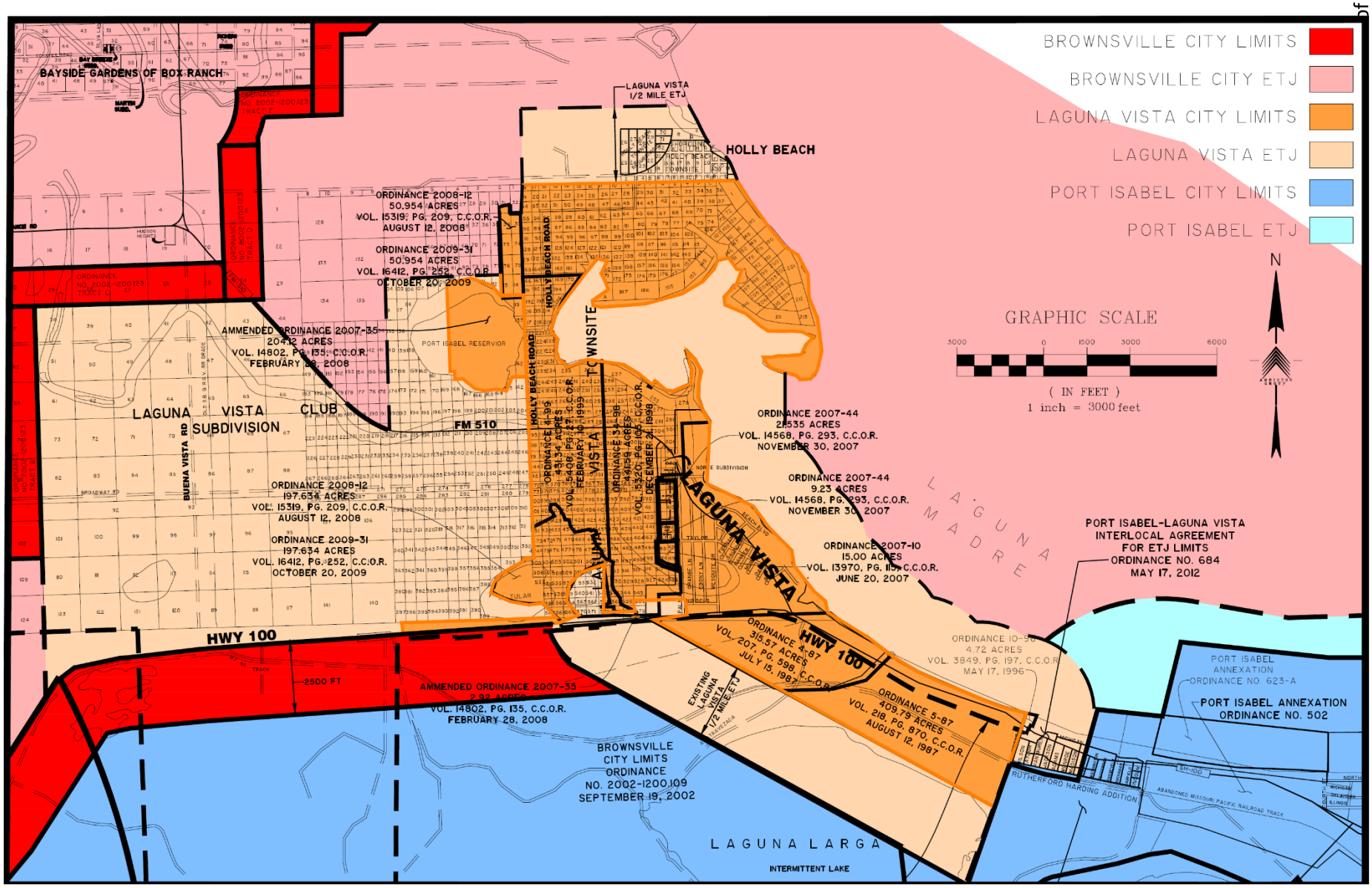

BROWNSVILLE CITY LIMITS
BROWNSVILLE CITY ETJ
LAGUNA VISTA CITY LIMITS
LAGUNA VISTA ETJ
PORT ISABEL CITY LIMITS
PORT ISABEL ETJ
N
GRAPHIC SCALE
3000 0 1500 3000 6000
(IN FEET)
1 inch = 3000 feet
BAYSIDE GARDENS OF BOX RANCH
LAGUNA VISTA 1/2 MILE ETJ
HOLLY BEACH
ORDINANCE 2008-12
50.954 ACRES
VOL. 15319, PG. 209, C.C.O.R.
AUGUST 12, 2008
ORDINANCE 2009-31
50.954 ACRES
VOL. 16412, PG. 252, C.C.O.R.
OCTOBER 20, 2009
AMMENDED ORDINANCE 2007-35
20.42 ACRES
VOL. 14802, PG. 135, C.C.O.R.
FEBRUARY 28, 2008
PORT ISABEL RESERVOIR
HOLLY BEACH ROAD
LAGUNA VISTA TOWNSITE
LAGUNA VISTA CLUB SUBDIVISION
BUENA VISTA RD
FM 510
ORDINANCE 2008-12
197.634 ACRES
VOL. 15319, PG. 209, C.C.O.R.
AUGUST 12, 2008
ORDINANCE 2009-31
197.634 ACRES
VOL. 16412, PG. 252, C.C.O.R.
OCTOBER 20, 2009
ORDINANCE 4-99
43.34 ACRES
VOL. 5438, PG. 617, C.C.O.R.
FEBRUARY 10, 1999
ORDINANCE 13-98
49.59 ACRES
VOL. 15220, PG. 104, C.C.O.R.
DECEMBER 21, 1998
ORDINANCE 2007-44
28.535 ACRES
VOL. 14568, PG. 293, C.C.O.R.
NOVEMBER 30, 2007
ORDINANCE 2007-44
9.23 ACRES
VOL. 14568, PG. 293, C.C.O.R.
NOVEMBER 30, 2007
ORDINANCE 2007-10
15.00 ACRES
VOL. 13970, PG. 113, C.C.O.R.
JUNE 20, 2007
LAGUNA VISTA
LAGUNA MADRE
PORT ISABEL-LAGUNA VISTA
INTERLOCAL AGREEMENT
FOR ETJ LIMITS
ORDINANCE NO. 684
MAY 17, 2012
HWY 100
2500 FT
ORDINANCE 4-87
315.57 ACRES
VOL. 207, PG. 598, C.C.O.R.
JULY 15, 1987
ORDINANCE 10-96
4.72 ACRES
VOL. 3849, PG. 197, C.C.O.R.
MAY 17, 1996
PORT ISABEL
ANNEXATION
ORDINANCE NO. 623-A
PORT ISABEL ANNEXATION
ORDINANCE NO. 502
ORDINANCE 5-87
409.79 ACRES
VOL. 218, PG. 870, C.C.O.R.
AUGUST 12, 1987
AMMENDED ORDINANCE 2007-35
2.92 ACRES
VOL. 14802, PG. 135, C.C.O.R.
FEBRUARY 28, 2008
EXISTING LAGUNA VISTA 1/2 MILE ETJ
BROWNSVILLE
CITY LIMITS
ORDINANCE
NO. 2002-1200.109
SEPTEMBER 19, 2002
RUTHERFORD HARDING ADDITION
SM-100
ABANDONED MISSOURI PACIFIC RAILROAD TRACK
LAGUNA LARGA
INTERMITTENT LAKE

Exhibit "B"
Port Isabel and Brownsville Boundaries

DRAFT

BROWNSVILLE CITY LIMITS
BROWNSVILLE CITY ETJ
LAGUNA VISTA CITY LIMITS
LAGUNA VISTA ETJ
PORT ISABEL CITY LIMITS
PORT ISABEL ETJ
GRAPHIC SCALE
1 inch = 5000 feet
(IN FEET)
5000
0
2500
5000
10000
N
HWY 100
HWY 48
5-MILES
PORT ISABEL
LAGUNA VISTA
LAGUNA LARGA
LAGUNA MADRE
BAHIA
SHARE
SOUTH BAY
LONG ISLAND
U.S. FISH & WILDLIFE BOUNDARY
INTERNATIONAL LAKE
BROWNSVILLE SHIP CHANNEL
SAN MARTIN LAKE
LAGUNA VISTA CLUB
LAGUNA VISTA SUBDIVISION
TOWNSITE
HOLLY BEACH ROAD
BUENA VISTA RD
FM 510
SANTA ISABEL GRANT
SANTO GRANT
TEXAS CENTRAL RAILWAY CO PATENT TRACT
TEXAS CENTRAL RAILWAY CO PATENT TRACT
2500 FT
5000 FT
BROWNSVILLE CITY LIMITS
ORDINANCE NO. 2002-200,059
SEPTEMBER 19, 2002
AMENDED ORDINANCE 2007-35
VOL. 14692, PG. 85, C.C.O.R.
FEBRUARY 26, 2008
BROWNSVILLE ETJ
ORDINANCE NO. 2002-200,060
NOVEMBER 7, 2002
PORT ISABEL CITY LIMITS
ORDINANCE NO. 623
EXHIBIT 3 - 4,420.03 ACRE TRACT
JUNE 12, 2002
PORT ISABEL ANNEXATION
ORDINANCE NO. 628
DECEMBER 19, 2001
PORT ISABEL ANNEXATION
ORDINANCE NO. 502
PORT ISABEL CITY LIMITS
SEPTEMBER 12, 2002
BROWNSVILLE ETJ
ORDINANCE NO. 2002-200,059
SEPTEMBER 19, 2002
PORT ISABEL-LAGUNA VISTA
INTERLOCAL AGREEMENT
ORDINANCE NO. 684
MAY 17, 202
ORDINANCE 2007-44
15.00 ACRES
VOL. 14692, PG. 235, C.C.O.R.
NOVEMBER 30, 2007
ORDINANCE 2007-44
9.23 ACRES
VOL. 14692, PG. 235, C.C.O.R.
NOVEMBER 30, 2007
ORDINANCE 2007-10
15.00 ACRES
VOL. 14692, PG. 235, C.C.O.R.
JUNE 20, 2007
ORDINANCE 2005-48
VOL. 8339, PG. 201, C.O.R.
AUGUST 18, 2005
ORDINANCE 2008-36
VOL. 8412, PG. 232, C.C.O.R.
OCTOBER 20, 2009
ORDINANCE 41-99
44.54 ACRES
VOL. 5406, PG. 17, C.C.O.R.
FEBRUARY 10, 1999
ORDINANCE 34-98
14.59 ACRES
VOL. 5320, PG. 100, C.C.O.R.
DECEMBER 21, 1998
ORDINANCE 2005-48
VOL. 8339, PG. 201, C.O.R.
AUGUST 18, 2005
37.98 ACRES - TRACT I
ORDINANCE NO. 628
ORDINANCE NO. 631
AUGUST 21, 2003
50.00 ACRES - TRACT I
ORDINANCE NO. 628
ORDINANCE NO. 631
JUNE 24, 2003
PORT ISABEL ANNEXATION
ORDINANCE NO. 633-A
SURVEY 667 & 687
SURVEY 673 TRACT
SURVEY 673 TRACT
SURVEY 7-13
SURVEY 6
SURVEY 5
SURVEY 4
SURVEY 3
SURVEY 2
SURVEY 1
SURVEY A
SURVEY B
SURVEY C
SURVEY D
SURVEY E
SURVEY F
SURVEY G
SURVEY H
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SURVEY AD
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SURVEY AG
SURVEY AH
SURVEY AI
SURVEY AJ
SURVEY AK
SURVEY AL
SURVEY AM
SURVEY AN
SURVEY AO
SURVEY AP
SURVEY AQ
SURVEY AR
SURVEY AS
SURVEY AT
SURVEY AU
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SURVEY AW
SURVEY AX
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SURVEY CO
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SURVEY CQ
SURVEY CR
SURVEY CS
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SURVEY CV
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SURVEY RA
SURVEY RB
SURVEY RC
SURVEY RD
SURVEY RE
SURVEY RF
SURVEY RG
SURVEY RH
SURVEY RI
SURVEY RJ
SURVEY RK
SURVEY RL
SURVEY RM
SURVEY RN
SURVEY RO
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SURVEY SC
SURVEY SD
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SURVEY SG
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SURVEY SJ
SURVEY SK
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SURVEY TX
SURVEY TY
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SURVEY UA
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SURVEY UC
SURVEY UD
SURVEY UE
SURVEY UF
SURVEY UG
SURVEY UH
SURVEY UI
SURVEY UJ
SURVEY UK
SURVEY UL
SURVEY UM
SURVEY UN
SURVEY UO
SURVEY UP
SURVEY UQ
SURVEY UR
SURVEY US
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SURVEY XP
SURVEY XQ
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INTERLOCAL BOUNDARY AND SETTLEMENT AGREEMENT

This Interlocal Boundary and Settlement Agreement (hereinafter "**Boundary Agreement")** is entered into by and between the City of Brownsville, a home-rule municipality located in Cameron County, Texas ("**Brownsville**"), the Town of Laguna Vista, Texas ("**Laguna Vista**"), a home rule municipality located in Cameron County, Texas, and the City of Port Isabel ("**Port Isabel**"), a home rule municipality located in Cameron County, Texas (each individually referred to as a "**City**" and collectively referred to as the "**Cities**") for the release, acceptance, and allocation of city limits and ETJ, and for settlement of a lawsuit between the Cities; and is dated as of November 7, 2023 ("**Effective Date**").

SECTION I
RECITALS

WHEREAS, Brownsville, Laguna Vista, and Port Isabel recognize that both the public interest and good government are best served by long-term, mutually cooperative relationships between neighboring cities; and

WHEREAS, Brownsville, Laguna Vista, and Port Isabell are adjacent municipalities that currently or will in the future share common boundaries; and

WHEREAS, on February 7, 2014, suit was initiated in Cause Number 2014-DCL-00815-D styled: *Paul Seales, MG Real Properties, Ltd., and Lucille Barrera and City of Port Isabel and the Town of Laguna Vista v. City of Brownsville*, in the 103rd District Court of Cameron County, Texas involving the Cities' respective boundaries and extraterritorial jurisdictions, which the Cities seek to resolve by this Boundary Agreement; and

WHEREAS, the Cities are empowered by state law and the Constitution to establish their respective corporate boundaries; and

WHEREAS, agreement regarding areas adjacent to each City's respective corporate limits and/ or extraterritorial jurisdiction ("**ETJ**") will assist and enhance the planning and development of capital improvement programs and services, and result in meaningful protection for the environment and valuable natural resources; and

WHEREAS, pursuant to Section 42.021 of the Texas Local Government Code, the ETJ of each City is the unincorporated area that is contiguous to the corporate boundaries of each City that is located within a contiguous geographic area of those boundaries according to each City's number of inhabitants, and also, pursuant to Section 42.022 of the Texas Local Government Code, the ETJ is the area extended by request of land owners; and

WHEREAS, the Cities have each agreed to release certain portions of their respective extraterritorial jurisdiction and to disannex certain property in conflict with the **Common Boundary** (hereinafter defined) shown on the maps attached hereto and incorporated herein for all purposes as **Exhibit A** (the "**Boundary Maps**"), in exchange for the irrevocable commitment of each City to refrain from annexing any property or extending the ETJ or other governmental

power within the boundaries shown in the Boundary Maps and to refrain from litigation involving the various boundaries and ETJ of the Cities as shown in the Boundary Maps; and

WHEREAS, the Cities seek to avoid conflicts and uncertainty relative to the extent and location of their respective corporate limits and ETJ; and

WHEREAS, each of the Cities has reviewed their respective corporate boundaries and ETJ based upon their respective inhabitants and Chapter 42 of the Texas Local Government Code, and the location of the Common Boundary, and collectively acknowledge and agree that such areas depicted in the Boundary Maps would be best served by the municipal services of each City as set forth in this Boundary Agreement; and

WHEREAS, the Cities have investigated and determined that it is necessary and in the best interest of the public health, safety, and welfare of their inhabitants to confirm boundaries and make certain agreements and adjustments regarding their respective corporate boundaries and ETJ and the provision of services; and

WHEREAS, this Boundary Agreement is made under the authority granted by and pursuant to the Texas Interlocal Cooperation Act, chapter 791 of the Texas Government Code, as amended, providing for the cooperation between local governmental bodies, for beneficial governmental purposes, and this Boundary Agreement furthers important governmental purposes such as the encouragement of expanding their respective City boundaries uniformly, economically, efficiently, and fairly, with optimal provisions made for the establishment of land use controls, planning, platting, subdivision regulations, annexation, and necessary municipal improvements, all of which promote the health, safety, and general welfare of the Cities, and the safely, orderly, and healthful development of the Cities; and

WHEREAS, the Cities have each submitted to their respective governing bodies an ordinance ("**Joint Adopting Ordinance**"), attached as **Exhibit B**, approving this Boundary Agreement which confirms and adjusts their respective corporate boundaries and ETJ, as set forth herein and in the Boundary Maps.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements contained herein, the Cities agree and covenant as follows:

SECTION 2
INCORPORATION OF PREMISES

The above and foregoing premises are true and correct and are incorporated herein by reference and fully made a part of this Boundary Agreement for all purposes.

SECTION 3
OBLIGATIONS AND AGREEMENTS OF THE CITIES

3.01 Disannexations. To the extent that the corporate limits and/or ETJ limits of Brownsville, Laguna Vista and/or Port Isabel extend beyond the Common Boundary as shown on the

Boundary Maps, each such City, by this Boundary Agreement and the corresponding Joint Adopting Ordinance, hereby disannexes from both its corporate limits and ETJ limits, the property extending beyond said Common Boundary.

3.02 Boundaries. The Cities covenant and agree that, as between the Cities, from and after the approval and execution of this Boundary Agreement by the Cities, the respective outer boundaries of the corporate and ETJ limits of each City (the "**Common Boundary**"), shall be those shown on the Boundary Maps. The Cities covenant and agree that no City shall assert any police powers or other governmental powers, nor annex property or expand ETJ in any area depicted on Exhibit A as being within another City's corporate limits, boundaries or ETJ, without such City's written consent approved by its City Council. A City may otherwise expand its corporate limits and/ or ETJ in accordance with state law, as amended, within its boundary as shown on the Boundary Maps; however, in no event may a City's ETJ, boundary and/or corporate limits include an area shown on the Boundary Maps to be within the corporate limits, boundaries or ETJ of another City, without such City's prior written consent approved by such City's City Council. Each City irrevocably covenants and agrees that it will not extend the boundary of its corporate limits and/ or ETJ beyond the Common Boundary set forth on the Boundary Maps.

3.03 Boundaries Along Roadways. For convenience and clarity, the Cities agree that the Common Boundary in the Boundary Maps shall, to the greatest extent possible, be located along existing roadways depicted in the Boundary Maps and that, in connection therewith, the entire roadway, including all right-of-way and drainage adjacent thereto, whether such roadway has been established by dedication, prescription, or otherwise, shall be located on the Brownsville side of the Common Boundary. To the extent that any such roadway is hereafter widened beyond the Common Boundary, the Cities agree that, pursuant to Section 43.015 of the Texas Local Government Code, the Common Boundary shall be adjusted accordingly. The Cities agree to take all such action in the future as may be reasonably necessary to carry out the provisions of this Section so that, to the greatest extent possible, the widened roadway shall be located within Brownsville.

3.04 Adoption of Official Map. Within 30 days of the Effective Date, and no later than, January 31, 2024, each of the respective governing bodies of each City shall take appropriate action to effectuate the terms of this Boundary Agreement approved hereby through the adoption of an official map ("**Official Map**") showing their respective boundaries and ETJ as required by Section 41.001 of the Texas Local Government Code. Within 30 days after adopting the Official Map, and no later than January 31, 2024, the Official Map of each City shall be filed by each respective City with the Cameron County Clerk. Within 30 days after adopting the Official Map, and no later than January 31, 2024, a copy of each City's executed Joint Adopting Ordinance shall be filed by each respective City in the deed records of Cameron County. No City shall pass an ordinance or resolution or adopt any map in conflict with this Boundary Agreement or the Boundary Maps, or repeal any ordinance that is contrary to this Boundary Agreement or the Boundary Maps.

3.05 Prior Annexations. The Cities agree and covenant that all prior annexations or actions by each respective City, involving the corporate limits or ETJ, in conflict with the boundaries

reflected in this Boundary Agreement are hereby rescinded, voided, and repealed, but only to the extent of that conflict, and each City agrees to evidence reduction of an annexation and/ or ETJ by giving its written consent by ordinance or resolution pursuant to Texas Local Government Code section 42.023, as amended.

3.06 Future Annexation, ETJ Expansion, and Control. The Cities agree and covenant that each can expand their respective police powers, city limits and/ or ETJ to include the area allocated to it as shown on the Boundary Maps. Each City shall have the exclusive jurisdiction to regulate plats, approve construction plans and drainage plans, and impose regulatory fees within the area allocated to each respective City in the Boundary Maps, in accordance with Chapter 212 of the Texas Local Government Code.

3.07 Termination of Lawsuit And Prior Claims Released. Each City fully waives and releases, to date, any and all claims of every conceivable nature, without limitation, against the other Cities, their respective City Council members, officers, employees, representatives, and agents related to this Boundary Agreement, the ordinance adopting and authorizing this Boundary Agreement, and any and all related boundary, ETJ, and annexation issues, claims, demands, controversies or causes of action, damages, and attorneys fees. Each City warrants and represents that it is the owner of the claims being released herein, and warrants and represents that it has not sold, assigned, pledged, transferred, waived, released, abandoned or otherwise encumbered or disposed of any interest, right, claim and/ or entitlement in or to the claims being released. The Cities shall file an Agreed Motion For Agreed Judgment and seek the District Court to enter an Agreed Judgment which makes enforceable the terms of this Boundary Agreement and also dismisses all prior and pending claims, counter-claims and cross-claims against each other with prejudice as contained in Cause No. 2014-DCL-00815-D, *Paul Seales, MG Real Properties, Ltd., and Lucille Barrera and City of Port Isabel and the Town of Laguna Vista v. City of Brownsville*, in the 103rd District Court of Cameron County, Texas. The **Agreed Motion For Agreed Judgment** and **Agreed Judgment** are attached as **Exhibit C.**

SECTION 4
CONSIDERATION

4.01 Each City agrees and stipulates to the following:

(a) The execution by each City of the Joint Adopting Ordinance adopting, accepting and approving the execution of this Boundary Agreement and Boundary Maps;

(b) The adoption by each City by ordinance of an Official Map consistent with the terms and provisions of this Boundary Agreement and Boundary Maps;

(c) The filing by each City of the Official Map so adopted with the Cameron County Clerk;

(d) The recordation by each City, in the deed records of Cameron County, of each City's Joint Adopting Ordinance approving and authorizing the execution of this Boundary Agreement; and

(e) To the extent that any City is required to reduce its ETJ, such City hereby evidences its consent to such reduction of its ETJ by the Joint Approving Ordinance adopting this Boundary Agreement, pursuant to Texas Local Government Code Section 42.023.

Each City hereby covenants and agrees to promptly commence and to pursue to completion the conditions set forth in this Section 4.01. After the Cities execute of the Joint Adopting Ordinance, if any City fails to satisfy the conditions set forth in subsections (b) through (e) of this Section 4.01 on or before the date that is 90 days after the Effective Date of this Boundary Agreement, then the other City or Cities may seek only declaratory relief, injunctive relief, specific performance and/or breach of contract claims under Section 4.01 to enforce the terms of subsections (b) through (e). The terms of this Boundary Agreement are contractual and also enforceable by the District Court as an Agreed Judgment.

4.02 Consideration. The Cities agree and stipulate that the mutual covenants and agreements contained herein, and the actions taken by each of the Cities in fulfilling its agreements hereunder are good and valuable consideration for this Boundary Agreement. The Cities further agree that the boundary and ETJ adjustments made hereunder constitute additional good and valid consideration and serve the valid government purpose of establishing and confirming corporate boundaries and ETJ.

4.03 Negative Covenant. By entering into this Boundary Agreement, the Cities agree to not, by legal proceedings or other legal process, either directly or by supporting a third party: (1) challenge or contest this Boundary Agreement or any of its provisions or attempt in any manner to oppose or set aside the provisions hereof or impair or invalidate any of its provisions; or (2) attempt to retain, reacquire, claim, annex or assert any form of extraterritorial or governmental control over the other Cities' corporate limits, boundaries, or ETJ as identified in the Boundary Maps.

SECTION 5
GENERAL PROVISIONS

5.01 Default. In the event of an alleged breach of this Boundary Agreement by any party hereto, the Cities agree that they may each respectively pursue only contract, declaratory relief, injunctive relief and/ or specific performance. Notice of an alleged default shall be given forty-five (45) days before any lawsuit may be filed, with a forty-five (45) day opportunity to cure that occurs at the same time as notice of default period. The notice and cure periods run concurrently with the mediation period set forth in subparagraph 4.08. The Cities each respectively agree that each City may sue and/ or be sued, hereby consent to suit, and waive immunity both from suit and from liability only for contract, declaratory relief, injunctive relief and specific performance claims. The Cities each respectively agree that this Boundary Agreement is a valid, enforceable contract under Texas Local Government Code

chapter 271, subchapter I for the provision of goods and services by each City to the other Cities, and that no City is immune from suit or liability for any breach(es) of this Boundary Agreement. The Cities each respectively acknowledge that this constitutes a clear and unambiguous waiver of immunity from suit and liability for the purpose of adjudicating a claim for breach of contract under Local Government Code chapter 271, including § 271.152, as amended. The Cities each respectively agree that actual damages and the balance due and owing by the breaching City may be difficult to ascertain but includes the agreed liquidated sum of at least $1000 per day, and also includes loss of ad valorem and/ or sales tax in an area. The Cities agree that harm caused by a breach is incapable or difficult to estimate, and the amount of liquidated damages called for is a reasonable forecast of just compensation. The Cities agree and stipulate that no part of this liquidated damages calculation shall be considered a penalty and hereby expressly waive and release any right to challenge these liquidated damages provision as an illegal penalty in the future. The Cities each respectively covenant and agree that they will not assert immunity of any kind in any lawsuit brought for declaratory relief, injunctive relief, specific performance and / or breach of contract by any City, as such has been clearly and unambiguously waived by Texas Local Government Code chapter 271, subchapter I. The Cities each respectively waive and release all other claims and remedies involving borders, corporate limits, and ETJ, including proceedings under Texas Rules of Civil Procedure 202.

5.02 Additional Documents. The Cities agree to cooperate fully and in good faith to execute any and all supplementary documents and to take all actions which are necessary to give full force and effect to the basic terms of this Boundary Agreement.

5.03 Relationship of Parties. The parties understand and agree that each of the Cities performing obligations required by this Boundary Agreement is acting as an independent entity and that the execution of this Boundary Agreement shall not be construed as creating a joint venture or agency relationship by or among the Cities.

5.04 Third Party Beneficiaries. Nothing in this Boundary Agreement shall be construed to create any right in any third party not a signatory to this Boundary Agreement and the parties do not intend to create any third party beneficiaries by entering into this Boundary Agreement.

5.05 Notices. All written notices under this Boundary Agreement must be hand delivered or sent by certified mail return receipt requested addressed to the applicable City at the following addresses:

City of Brownsville:

Attention: Mayor and City Manager
Address: P.O. Box 911
Brownsville, Texas 78520

With a copy to:

City Secretary
P.O. Box 911
Brownsville, Texas 78520

Will Trevino
Office of the City Attorney
P.O. Box 911
Brownsville, Texas 78520

Town of Laguna Vista:

Attention: Mayor and City Manager
Address: 122 Fernandez Street
Laguna Vista, Texas 78578

With a copy to:

Town Secretary
122 Fernandez Street
Laguna Vista, Texas 78578

James H. Hunter Jr.
Royston Rayzor
55 Cove Circle
Brownsville, Texas 78521

City of Port Isabell:

Attention: Mayor and City Manager
Address: 305 E. Mexan Street
Port Isabell, Texas 78578

With a copy to:

City Secretary
305 E. Mexan Street
Port Isabell, Texas 78578

Gilbert Hinojosa
Law of Gilbert Hinojosa & Associates, P.C.
622 East Saint Charles Street
Brownville, Texas 78520

Each City may change the address to which notices are sent by giving the other Cities written notice of the new address in the manner provided by this paragraph.

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5.06 Capacity. Each of the signatories below hereby represents that this Boundary Agreement has been approved by majority vote of his or her City Council; that he/she has full capacity and authority by approval of the City Council to bind the City to this Boundary Agreement; and that he/ she has full authority to sign this Boundary Agreement; and that his/ her City Council has bound the City to perform all obligations and duties in this Boundary Agreement.

5.07 Waiver of Breach. Forbearance or waiver of one or more instances of breach of this Boundary Agreement by any party shall not constitute a continuing forbearance or a waiver of any subsequent breach of this Boundary Agreement and shall not limit a party's ability to subsequently seek relief under the terms set forth herein.

5.08 Applicable Law/Venue/Mediation. This Boundary Agreement shall be construed under, and in accordance with the laws of the State of Texas, and exclusive venue shall lie in Cameron County, Texas. If one or more disputes arise with regard to the interpretation, performance and/or breach of this Boundary Agreement or any of its provisions, the Cities agree to attempt in good faith to resolve same by scheduling and attending one-half (1/2) day of mediation. The mediation shall be conducted within thirty (30) days of the dispute with a mediator agreed to by the Cities, and the cost of the mediation shall be shared equally by the Cities. If the Cities are unable to agree to a mediator, the Cameron County Judge shall decide upon a mediator. If a City refuses to mediate, that City shall not recover or seek to recover attorney's fees or costs in any lawsuit brought to construe or enforce this Boundary Agreement.

5.09 Legal Construction/Severability. In case any section, article, paragraph, provision, sentence, clause, phrase or word contained in this Boundary Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such section, article, paragraph, provision, sentence, clause, phrase or word shall be severed and its invalidity, illegality, or unenforceability shall not affect any other provision of this Boundary Agreement, and this Boundary Agreement shall be construed as if the invalid, illegal, or unenforceable provision had not been included in this Boundary Agreement. Such holding shall not affect the validity of the remaining portions of this Boundary Agreement, and the respective governing body of each of the Cities hereby declares it would have passed and approved such remaining portions of this Boundary Agreement despite such invalidity, which remaining portions shall remain in full force and effect. The parties expressly agree that if, as of the Effective Date of this Boundary Agreement, any portion of the corporate limits or ETJ of any City shown on the Boundary Maps is within the corporate limits or ETJ of any other city that is not a party to this Boundary Agreement, the remainder of the Boundary Agreement shall remain in full force and effect as if such property had not been included.

5.10 No Actions Inconsistent with this Agreement. No City shall take any action or enter into any agreement with any city, person or entity that is in any way inconsistent with this Boundary Agreement and Boundary Maps.

5.11 Entire Agreement. This Boundary Agreement constitutes the sole and entire agreement of the Cities and supersedes any prior understandings or written or oral agreements between the Cities relating to the subject matter of this Boundary Agreement.

5.12 Construction. This Boundary Agreement has been negotiated by the Cities and shall be deemed drafted equally by all Cities hereto. The language of all parts of this Boundary 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. The Cities agree and stipulate this Boundary Agreement and its provisions are not ambiguous.

5.13 Amendment. No amendment, modification, or alteration of the terms of this Boundary Agreement shall be binding unless it is in writing, dated subsequent to the Effective Date of this Boundary Agreement, and duly approved by the City Council of all the Cities to this Boundary Agreement.

5.14 Counterparts. This Boundary Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

5.15 Successors and Assigns. This Agreement shall forever bind each City and be a covenant that runs with the land for each respective City. No City can assign its interest in this Agreement or any part of its boundary or ETJ without the prior written consent of the Cities by their respective City Councils.

5.16 Effective Date. This Boundary Agreement shall take effect on November 7, 2023.

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Signature pages follow:

IN WITNESS WHEREOF, BROWNSVILLE, LAGUNA VISTA, AND PORT ISABELL have executed this Boundary Agreement to bind their respective municipality:

BROWNSVILLE

_____
John Cowen Jr., Mayor
City of Brownsville, Texas

DATE: _____

STATE OF TEXAS §
§
COUNTY OF CAMERON §

This instrument was acknowledged before me on _____ of _____, 2023 by John Cowen Jr., Mayor of the City of Brownsville, Texas, a home rule municipality, on behalf of said City.

_____
Notary Public's Signature

APPROVED AS TO FORM
AND LEGALITY:

_____
Guillermo (Will) S. Trevino
City Attorney

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LAGUNA VISTA

_____
Mike Carter, Mayor
Town of Laguna Vista, Texas

DATE: _____

STATE OF TEXAS §
§
COUNTY OF CAMERON §

This instrument was acknowledged before me on _____ of _____, 2023 by Mike Carter, Mayor of the Town of Laguna Vista, Texas, a home rule municipality, on behalf of said Town.

_____
Notary Public's Signature

APPROVED AS TO FORM
AND LEGALITY:

_____
James H. Hunter Jr.
Counsel for Town of Laguna Vista

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PORT ISABEL

_____
Martin Cantu, Jr., Mayor
City of Port Isabel, Texas

DATE: _____

STATE OF TEXAS §
§
COUNTY OF CAMERON §

This instrument was acknowledged before me on _____ of _____, 2023 by Martin Cantu, Jr., Mayor of the City of Port Isabel, Texas, a home rule municipality, on behalf of said City.

_____
Notary Public's Signature

APPROVED AS TO FORM AND LEGALITY:

_____
Gilbert Hinojosa
Counsel for City of Port Isabel

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Exhibit A

Boundary Maps

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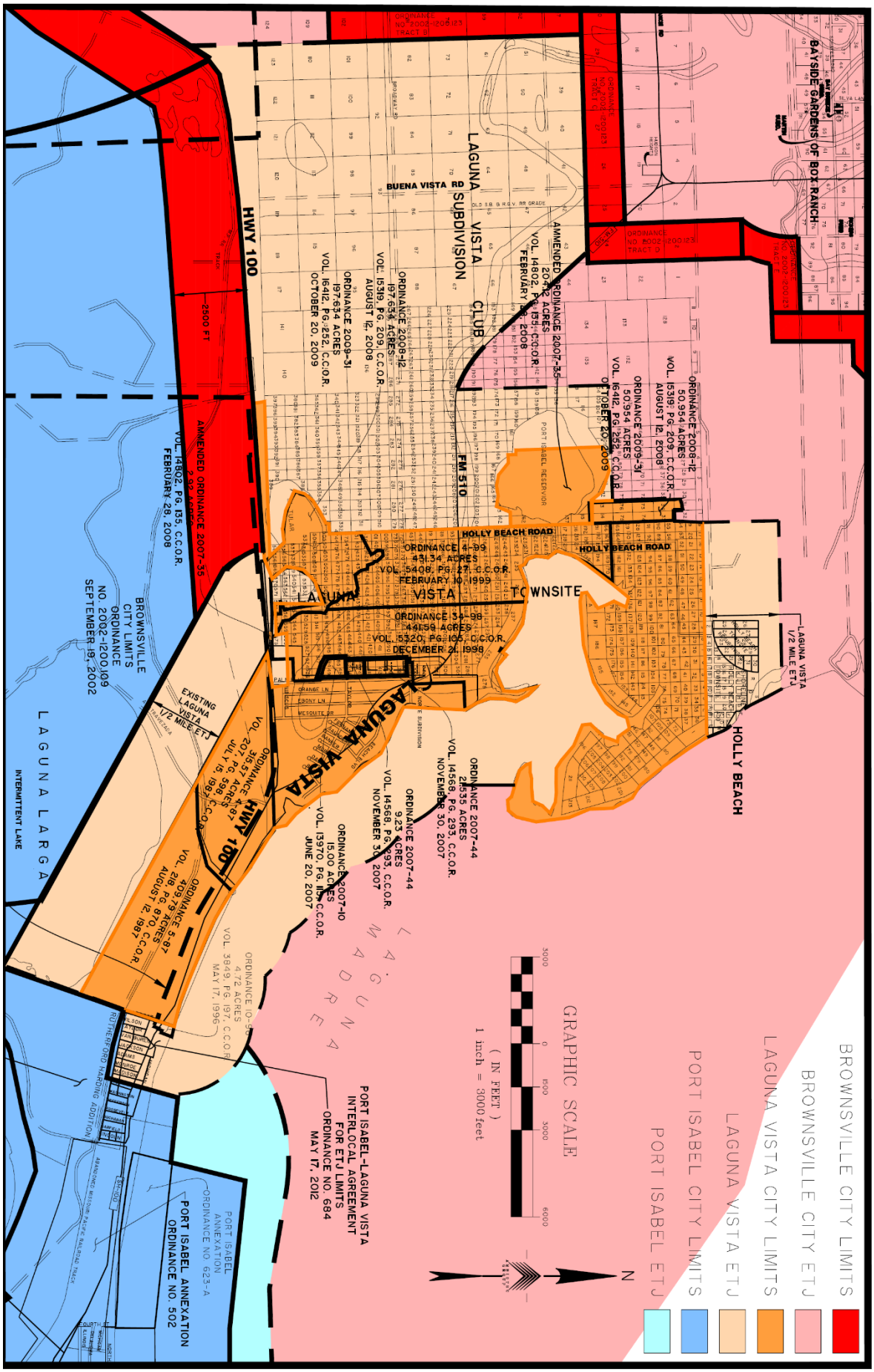
BROWNSVILLE CITY LIMITS
BROWNSVILLE ETJ
LAGUNA VISTA CITY LIMITS
LAGUNA VISTA ETJ
PORT ISABEL CITY LIMITS
PORT ISABEL ETJ
GRAPHIC SCALE
(IN FEET)
1 inch = 3000 feet
3000
0
1500
3000
6000
N
PORT ISABEL-LAGUNA VISTA INTERLOCAL AGREEMENT FOR ETJ LIMITS ORDINANCE NO. 684 MAY 17, 2012
PORT ISABEL ANNEXATION ORDINANCE NO. 502
PORT ISABEL ANNEXATION ORDINANCE NO. 623-A
BAYSIDE GARDENS OF BOX RANCH
BUENA VISTA RD
LAGUNA VISTA SUBDIVISION
CLUB
HWY 100
2500 FT
AMMENDED ORDINANCE 2007-35
20.42 ACRES
VOL. 14802, PG. 135, C.C.O.R.
FEBRUARY 28, 2008
ORDINANCE 2008-12
197.634 ACRES
VOL. 15319, PG. 209, C.C.O.R.
AUGUST 12, 2008
ORDINANCE 2009-31
197.634 ACRES
VOL. 15412, PG. 252, C.C.O.R.
OCTOBER 20, 2009
ORDINANCE 2008-12
50.954 ACRES
VOL. 15319, PG. 209, C.C.O.R.
AUGUST 12, 2008
ORDINANCE 2009-31
50.954 ACRES
VOL. 15412, PG. 252, C.C.O.R.
OCTOBER 20, 2009
FM 510
PORT ISABEL RESERVOIR
HOLLY BEACH ROAD
HOLLY BEACH
ORDINANCE 4-99
431.34 ACRES
VOL. 5408, PG. 27, C.C.O.R.
FEBRUARY 10, 1999
LAGUNA VISTA TOWNSITE
ORDINANCE 34-98
441.59 ACRES
VOL. 5320, PG. 105, C.C.O.R.
DECEMBER 21, 1998
LAGUNA VISTA
1/2 MILE ETJ
ORDINANCE 2007-44
2.835 ACRES
VOL. 14568, PG. 293, C.C.O.R.
NOVEMBER 30, 2007
ORDINANCE 2007-44
9.23 ACRES
VOL. 14568, PG. 293, C.C.O.R.
NOVEMBER 30, 2007
ORDINANCE 2007-10
15.00 ACRES
VOL. 13970, PG. 116, C.C.O.R.
JUNE 20, 2007
ORDINANCE 10-96
4.72 ACRES
VOL. 3849, PG. 197, C.C.O.R.
MAY 17, 1996
ORDINANCE 5-87
315.57 ACRES
VOL. 2207, PG. 598
JULY 15, 1987
ORDINANCE 5-87
218.09 ACRES
VOL. 218, PG. 870, C.C.O.R.
AUGUST 12, 1987
EXISTING LAGUNA VISTA 1/2 MILE ETJ
BROWNSVILLE CITY LIMITS ORDINANCE NO. 2002-12001.09 SEPTEMBER 19, 2002
LAGUNA LARGA
INTERMITTENT LAKE
LAGUNA MADRE AREA
RUTHERFORD HARDING ADDITION
ABANDONED MISSOURI PACIFIC RAILROAD TRACK

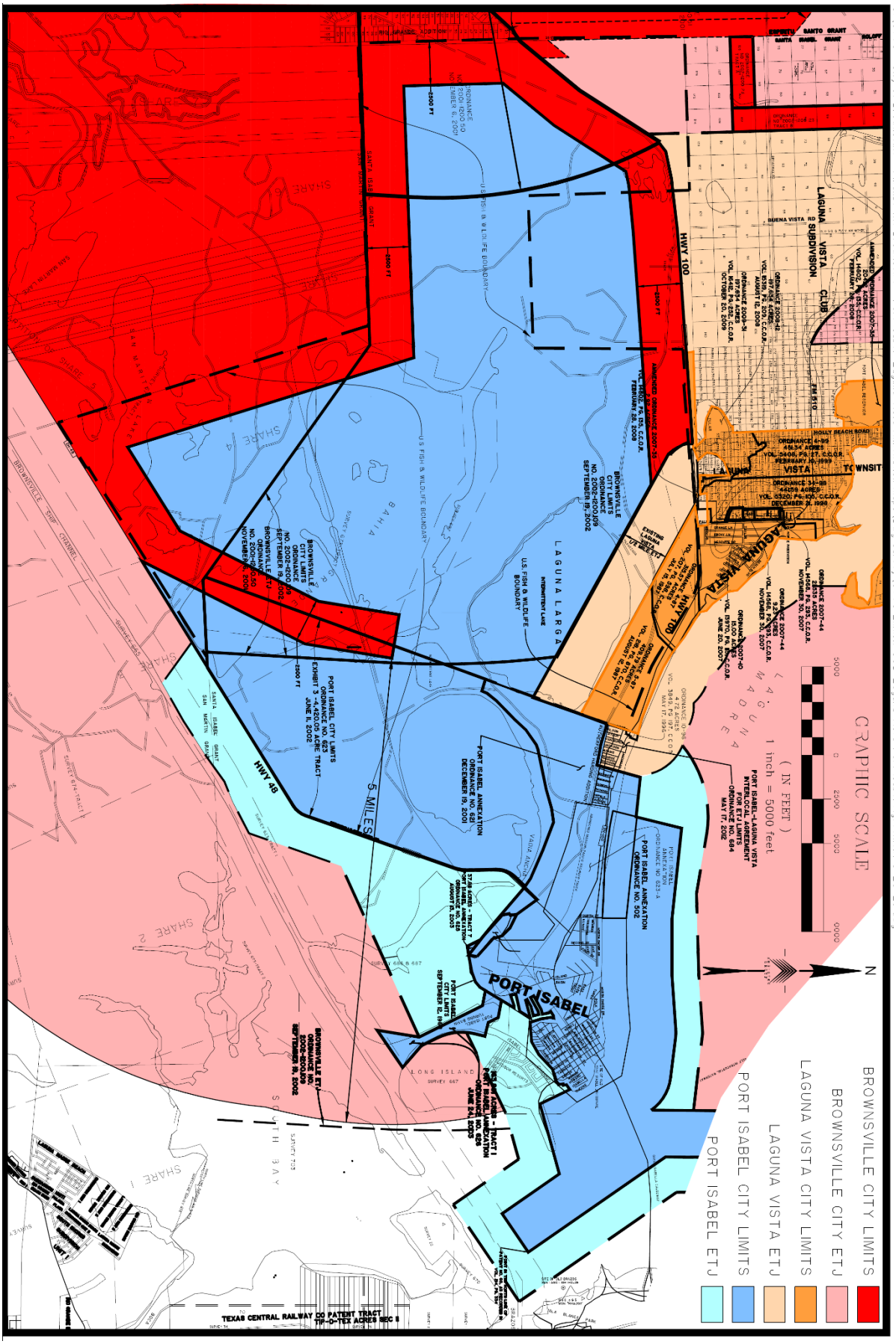
BROWNSVILLE CITY LIMITS
BROWNSVILLE CITY ETJ
LAGUNA VISTA CITY LIMITS
LAGUNA VISTA ETJ
PORT ISABEL CITY LIMITS
PORT ISABEL ETJ
GRAPHIC SCALE
(IN FEET)
1 inch = 5000 feet
0
2500
5000
10000
N
PORT ISABEL
HWY 100
HWY 48
5-MILES
LAGUNA VISTA
LAGUNA LARGA
LAGUNA MADRE
SOUTH BAY
BAHIA
SHARE 1
SHARE 2
SHARE 3
SHARE 4
SHARE 5
SHARE 6
SHARE 7
SHARE 8
SHARE 9
SHARE 10
SHARE 11
SHARE 12
SHARE 13
SHARE 14
SHARE 15
SHARE 16
SHARE 17
SHARE 18
SHARE 19
SHARE 20
SHARE

Exhibit B

Joint Adopting Ordinance

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ORDINANCE NUMBER 2023-1716

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, APPROVING THE TERMS OF THE SETTLEMENT AGREEMENT BETWEEN THE CITY OF BROWNSVILLE, PORT ISABEL, AND LAGUNA VISTA, RESOLVING ALL ANNEXATION AND EXTRATERRITORIAL JURISDICTION AREA DISPUTES BETWEEN THESE PARTIES OUTLINED IN CAUSE NO. 2014-DCL-00815; *CITY OF PORT ISABEL AND TOWN OF LAGUNA VISTA VS. CITY OF BROWNSVILLE* IN THE 103RD JUDICIAL DISTRICT COURT OF CAMERON COUNTY, TEXAS; APPROVING THE TERMS OF THE AGREED FINAL JUDGMENT ATTACHED TO THE SETTLEMENT AGREEMENT; AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE SETTLEMENT AGREEMENT; AUTHORIZING THE INTERIM CITY ATTORNEY TO EXECUTE THE SETTLEMENT AGREEMENT AND AGREED FINAL JUDGMENT; ADOPTING THE EXHIBITS ATTACHED HERETO AS OUTLINING THE CITY OF BROWNSVILLE'S TERRITORIAL LIMITS AND EXTRATERRITORIAL JURISDICTION THEREBY AMENDING THE OFFICIAL MAP OF THE CITY OF BROWNSVILLE, TEXAS; PROVIDING REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE; AND FINDING AND DETERMINING THE MEETING AT WHICH THIS ORDINANCE IS ADOPTED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the City of Brownsville, Texas (the "City") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Plaintiffs Paul Seales, MG Real Properties, LTD, and Lucilla Barrera, and Intervenors City of Port Isabel and Town of Laguna Vista alleges that the City's annexations of 2001 and 2002 were void because of a failure to meet the Texas Open Meetings Act and annexation statutes;

WHEREAS, Laguna Vista alleged its interlocal agreement with the City concerning extraterritorial jurisdiction was invalid and unenforceable;

WHEREAS, the City, Port Isabel, and Laguna Vista each disputed the claim of the other municipality that its annexation and extraterritorial jurisdiction was valid and first in time in the overlapping areas; and

WHEREAS, the Thirteenth Court of Appeals held that Port Isabel and Laguna Vista did not have viable causes of action under the Texas Open Meetings Act yet allowed causes of action concerning the validity of the annexations and the enforceability of the interlocal agreement; and

WHEREAS, the City, Port Isabel, and Laguna Vista were ordered to mediation by order of the trial court entered on April 12, 2022; and

WHEREAS, at mediation held on Monday, February 20, 2023, the City, Port Isabel, and Laguna Vista reached the agreement embodied within the proposed Compromise, Settlement and Mutual Release Agreement ("Settlement Agreement"); and

WHEREAS, the Settlement Agreement is attached hereto as Exhibit No. 1 and incorporated herein for all purposes; and

WHEREAS, under the terms of the proposed Settlement Agreement, the City, Port Isabel, and Laguna Vista have agreed to submit an agreed Final Judgment (attached to the proposed Settlement Agreement) to the trial court; and

WHEREAS, the map attached as Exhibit "A" to the proposed Settlement Agreement and incorporated therein for all purposes depicts the boundaries of the extraterritorial jurisdictions of the City (shown in salmon) and Port Isabel (shown in light blue) and the territorial limits of the City (shown in red) and Port Isabel (shown in blue) within the areas shown in the map and on which the City and Port Isabel have agreed as a result of the mediation; and

WHEREAS, the map attached as Exhibit "B" to the proposed Settlement Agreement and incorporated therein for all purposes depicts the boundaries of the extraterritorial jurisdictions of the City (shown in salmon) and Laguna Vista (shown in orange) and the territorial limits of the City (shown in red) and Port Isabel (shown in sandy brown) within the areas shown in the map and on which the City and Port Isabel have agreed as a result of the mediation; and

WHEREAS, the City, Port Isabel, and Laguna Vista will request the trial court to approve and adopt their proposed settlement agreement reached in mediation embodied in the proposed Settlement Agreement which includes Exhibits "A" and "B" as the Settlement Agreement to be approved and adopted by the trial court; and

WHEREAS, the City, Port Isabel, and Laguna Vista have agreed to exchange and/or release to the extent necessary to effectuate their agreement, in accordance with Section 42.023 of the Texas Local Government Code, any area previously claimed to be within the extraterritorial jurisdiction of the other party and in order to establish the boundaries of the extraterritorial jurisdictions of the City, Port Isabel, and Laguna Vista as depicted and described in Exhibits "A" and "B" attached to the proposed Settlement Agreement; and

WHEREAS, the establishment of the boundaries for the City's extraterritorial jurisdiction in the areas formerly in dispute (a) will result in (i) an exchange of areas between Port Isabel and Laguna Vista, (ii) an acknowledgment that the City has adequate land use controls to protect any area exchanged, including any environmental resources in such area, (iii) a logical planning boundary, and (b) does not result in any significant negative fiscal impact on the budget of the City or the other parties; and

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WHEREAS, Paul Seales, MG Real Properties, LTD, and Lucilla Barrera filed the original pleading in the Litigation; and

WHEREAS, the status of Paul Seales, MG Real Properties, LTD and Lucilla Barrera as a parties in the Litigation is unresolved; and

WHEREAS, notwithstanding Paul Seales, MG Real Properties, LTD and Lucilla Barrera's unresolved status as parties in the Litigation, their status does not affect the terms of the proposed Settlement Agreement between Port Isabel and Laguna Vista; and

WHEREAS, approval of the terms of the attached proposed Settlement Agreement is in the best interest of the health, safety and general welfare of the citizens of the City.

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

Section 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2: Settlement Agreement. The terms of the proposed agreement between Brownsville, Port Isabel, and Laguna Vista resolving the litigation as incorporated in the Settlement Agreement attached as Exhibit No. 1 are hereby approved.

Section 3: Final Judgment. The terms of the proposed agreed Final Judgment attached to the proposed Settlement Agreement are also hereby approved.

Section 4: Authority for Execution. The Mayor and City Manager of the City of Brownsville are hereby authorized to execute the attached Settlement Agreement. The Interim City Attorney is hereby authorized to execute the attached Settlement Agreement and agreed Final Judgment.

Section 5: Adjustment in City Map. The City Commission hereby adopts the maps included as Exhibits “A” and “B” to the Settlement agreement as modifying the City’s territorial and extraterritorial jurisdictional boundaries and hereby directs the City Secretary and Planning and Redevelopment Director to update the official records of the City, copies of which shall be deposited with the County Clerk.

Section 6: Severability. Should any section, subsection, sentence, clause, or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences clauses and phrases be declared unconstitutional or invalid.

Section 7: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a

prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect.

Section 8: Open Meetings. That it is hereby found and determined that the meeting at which this ordinance was passed was open to the public as required by law, and that public notice of the time, place and purpose of said meeting was given, all as required by Section 551.041 of the Texas Government Code.

Section 9: Effective Date. This Ordinance shall become effective upon its second and final reading and passage, and publication as may be required by law.

INTRODUCED and **PASSED** at the First Reading on the 27th day of February, 2023.

PASSED at the Second and Final Reading and Approved on this the 5th day of December, 2023.

City of Brownsville, Texas

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza Gomez
City Secretary

APPROVED AS TO FORM
AND LEGALITY:

_____
Guillermo (Will) S. Trevino
City Attorney

DRAFT

Exhibit 1

Omitted for Draft

DRAFT

Exhibit "A"
Laguna Vista and Brownsville Boundaries

DRAFT

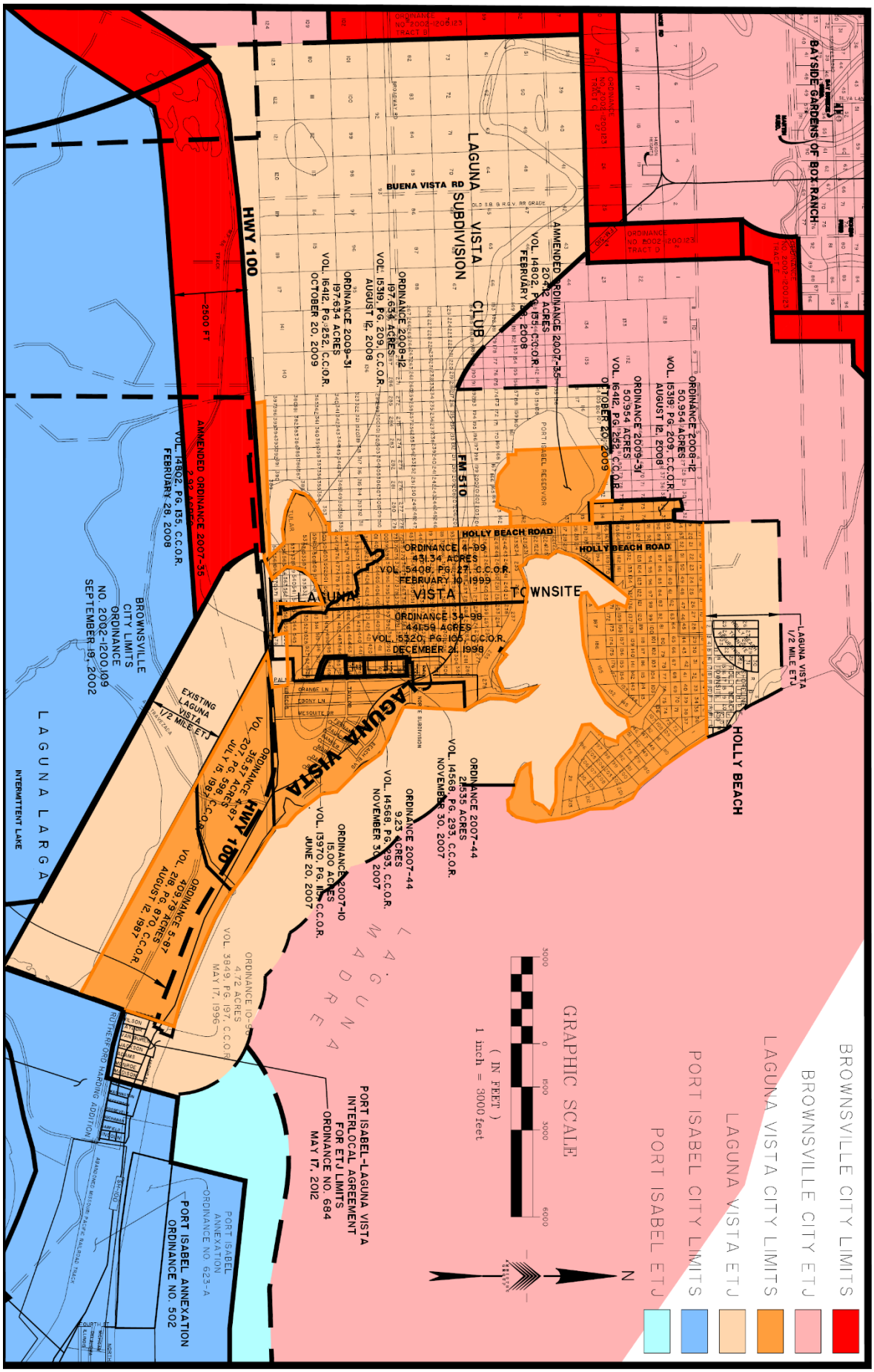
BROWNSVILLE CITY LIMITS
BROWNSVILLE ETJ
LAGUNA VISTA CITY LIMITS
LAGUNA VISTA ETJ
PORT ISABEL CITY LIMITS
PORT ISABEL ETJ
GRAPHIC SCALE
(IN FEET)
1 inch = 3000 feet
N
PORT ISABEL-LAGUNA VISTA INTERLOCAL AGREEMENT FOR ETJ LIMITS ORDINANCE NO. 684 MAY 17, 2012
PORT ISABEL ANNEXATION ORDINANCE NO. 502
PORT ISABEL ANNEXATION ORDINANCE NO. 623-A
BAYSIDE GARDENS OF BOX RANCH
LAGUNA VISTA SUBDIVISION
CLUB
BUENA VISTA RD
HWY 100
2500 FT
FM 510
HOLLY BEACH ROAD
HOLLY BEACH
LAGUNA VISTA TOWNSITE
LAGUNA VISTA
LAGUNA LARGA
INTERMITTENT LAKE
BROWNSVILLE CITY LIMITS ORDINANCE NO. 2002-12001.109 SEPTEMBER 19, 2002
EXISTING LAGUNA VISTA 1/2 MILE ETJ
LAGUNA VISTA 1/2 MILE ETJ
AMENDED ORDINANCE 2007-35 2.99 ACRES VOL. 14802, PG. 135, C.C.O.R. FEBRUARY 28, 2008
AMENDED ORDINANCE 2007-35 204.12 ACRES VOL. 14802, PG. 135, C.C.O.R. FEBRUARY 28, 2008
ORDINANCE 2008-12 197.634 ACRES VOL. 15319, PG. 209, C.C.O.R. AUGUST 12, 2008
ORDINANCE 2009-31 197.634 ACRES VOL. 16412, PG. 252, C.C.O.R. OCTOBER 20, 2009
ORDINANCE 2008-12 50.954 ACRES VOL. 15319, PG. 209, C.C.O.R. AUGUST 12, 2008
ORDINANCE 2009-31 50.954 ACRES VOL. 16412, PG. 252, C.C.O.R. OCTOBER 20, 2009
ORDINANCE 4-99 431.34 ACRES VOL. 5408, PG. 27, C.C.O.R. FEBRUARY 10, 1999
ORDINANCE 34-98 441.59 ACRES VOL. 5320, PG. 105, C.C.O.R. DECEMBER 21, 1998
ORDINANCE 2007-44 2.8535 ACRES VOL. 14568, PG. 293, C.C.O.R. NOVEMBER 30, 2007
ORDINANCE 2007-44 9.23 ACRES VOL. 14568, PG. 293, C.C.O.R. NOVEMBER 30, 2007
ORDINANCE 2007-10 15.00 ACRES VOL. 13970, PG. 116, C.C.O.R. JUNE 20, 2007
ORDINANCE 10-95 4.72 ACRES VOL. 3849, PG. 197, C.C.O.R. MAY 17, 1996
ORDINANCE 5-87 9.70 ACRES VOL. 218, PG. 98, C.C.O.R. AUGUST 12, 1987
ORDINANCE 2007-44 315.57 ACRES VOL. 2071, PG. 598 JULY 15, 1987
ABANDONED MISSOURI PACIFIC RAILROAD TRACK
RUTHERFORD HARDING ADDITION
LAGUNA MADRE

Exhibit "B"
Port Isabel and Brownsville Boundaries

DRAFT

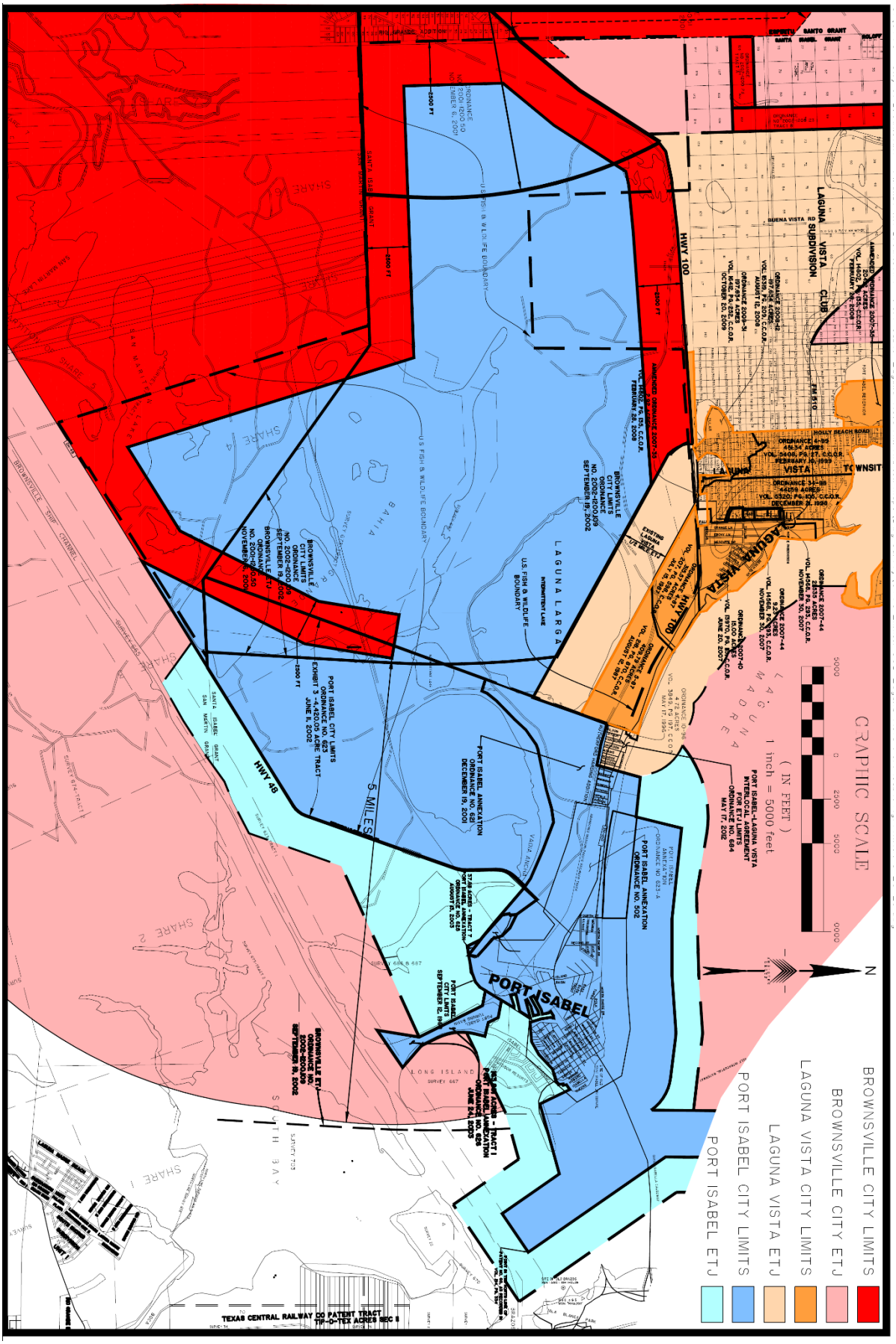
BROWNSVILLE CITY LIMITS
BROWNSVILLE CITY ETJ
LAGUNA VISTA CITY LIMITS
LAGUNA VISTA ETJ
PORT ISABEL CITY LIMITS
PORT ISABEL ETJ
GRAPHIC SCALE
(IN FEET)
1 inch = 5000 feet
PORT ISABEL
LAGUNA VISTA
HWY 100
HWY 48
5-MILES
LAGUNA MADRE
LAGUNA LARGA
SOUTH BAY
LONG ISLAND
TEXAS CENTRAL RAILWAY CO PATENT TRACT
TIP-O-TEX ACRES SEC 8

Exhibit C

Agreed Motion For Agreed Judgment

DRAFT

CAUSE NO. 2014-DCL-00815-D

PAUL SEALES, MG REAL PROPERTIES, LTD. AND LUCILLE BARRERA *Plaintiffs*	§	IN THE DISTRICT COURT
AND	§	
CITY OF PORT ISABEL AND THE TOWN OF LAGUNA VISTA *Intervenors*	§	103RD JUDICIAL DISTRICT
V.	§	
THE CITY OF BROWNSVILLE, *Defendant*	§	CAMERON COUNTY, TEXAS

AGREED MOTION FOR AGREED JUDGMENT

TO THE HONORABLE JUDGE OF SAID COURT:

Plaintiffs, Paul Seales, MG Real Properties, Ltd. and Lucille Barrera, Intervenors, City of Port Isabel and the Town of Laguna Vista, and Defendant, the City of Brownsville, have entered into a compromise and settlement agreement in the above-captioned cause and have agreed to the entry of an agreed judgment in the form attached hereto. Accordingly, the parties request that the Court execute the original Agreed Judgment being submitted contemporaneously with this motion.

WHEREFORE, PREMISES CONSIDERED, the parties to this lawsuit pray that the Agreed Judgment being submitted contemporaneously with this motion be signed and that the Court enter such other and further orders as may be proper.

Respectfully submitted,

Larry Mark Polsky
State Bar No. 16105500
mossad1947@sbcglobal.net
Law Office of Larry Mark Polsky
5508 Padre Blvd. Ste. A
South Padre Island, Texas 78597
(985)761-1529 Telephone
(985)761-1599
ATTORNEY FOR PLAINTIFF

/s/ Wm. Andrew Messer

DRAFT

WM. ANDREW MESSER
STATE BAR NO. 13472230
andy@txmunicipallaw.com
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FRISCO, TEXAS 75034
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Austin, Texas 78727-4168
512.930.1317 – Telephone

/s/ Guillermo (Will) S. Trevino
GUILLERMO (WILL) S. TREVINO
STATE BAR NO. 24044743
will.trevino@brownsvilletx.gov
CITY OF BROWNSVILLE, TEXAS
1001 E. ELIZABETH STREET
BROWNSVILLE, TEXAS 78520
TELEPHONE – 956-548-6070
ATTORNEYS FOR DEFENDANT, CITY OF BROWNSVILLE

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Royston Rayzor
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Brownsville, Texas 78521
(956)-542-4377 (Phone)
(956)542-4370 (Fax)
ATTORNEY FOR INTERVENOR
TOWN OF LAGUNA VISTA

Gilberto Hinojosa
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Law Office of Gilbert Hinojosa &
Associates, P.C.

DRAFT

622 East Saint Charles Street
Brownsville, Texas 78520
(956)544-4218 (Phone)
ATTORNEY FOR INTERVENOR
CITY OF PORT ISABEL

DRAFT

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing was served on all counsel of record via electronic service on this 6th day of December 2023.

/s/ Guillermo (Will) S. Trevino
GUILLERMO (WILL) S. TREVINO

DRAFT

CAUSE NO. 2014-DCL-00815-D

PAUL SEALES, MG REAL PROPERTIES, LTD. AND LUCILLE BARRERA *Plaintiffs*	§	IN THE DISTRICT COURT
AND	§	
CITY OF PORT ISABEL AND THE TOWN OF LAGUNA VISTA *Intervenors*	§	103RD JUDICIAL DISTRICT
V.	§	
THE CITY OF BROWNSVILLE, *Defendant*	§	CAMERON COUNTY, TEXAS

AGREED JUDGMENT

Came on for consideration an Agreed Motion for Agreed Judgment in the above captioned case. Upon consideration of said motion, the Court finds that Plaintiffs, Paul Seales, MG Real Properties, Ltd. and Lucille Barrera, Intervenors, City of Port Isabel and the Town of Laguna Vista, and Defendant, the City of Brownsville have entered into a compromise and settlement agreement, a copy of which is attached hereto and made a part hereof. Accordingly, the Court is of the opinion that the Agreed Motion for entry of an Agreed Judgment should be in all things granted and sustained, and that Judgment should now be entered in this case. It is therefore, ORDERED, ADJUDGED and DECREED that Plaintiffs, Paul Seales, MG Real Properties, Ltd. and Lucille Barrera, and Intervenors, City of Port Isabel and the Town of Laguna Vista TAKE NOTHING in this case from Defendant, City of Brownsville and that all of Plaintiff's and Intervenors claims and causes of action asserted in this cause or that could have been asserted in this cause are hereby dismissed with prejudice. It is further, ORDERED, ADJUDGED and DECREED that Defendant, City of Brownsville, TAKE NOTHING in this case from Plaintiffs, Paul Seales, MG Real Properties, Ltd. and Lucille Barrera, and Intervenors, City of Port Isabel and the Town of Laguna, and Defendant's counterclaims and causes of action asserted in this cause or that could have been asserted in this cause are hereby dismissed with prejudice.

Each party shall bear its own attorneys' fees and court costs.

This is a final order that disposes of all claims and all parties, and this case is dismissed with prejudice in its entirety.

SIGNED this _____ day of _____, 2023.

_____
JUDGE PRESIDING

DRAFT

APPROVED AS TO FORM AND SUBSTANCE:

_____
LARRY MARK POLSKY
State Bar No. 16105500
mossad1947@sbcglobal.net
Attorney for Plaintiffs

/s/ Wm. Andrew Messer
WM. ANDREW MESSER
STATE BAR NO. 13472230
andy@txmunicipallaw.com
Attorney for Defendant
City of Brownsville

/s/ Guillermo (Will) S. Trevino
STATE BAR NO. 24044743
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Attorney for Defendant
City of Brownsville

_____
JAMES H. HUNTER, JR.
STATE BAR NO. 00784311
jim.hunter@roystonlaw.com
Attorney for Intervenor
Town of Laguna Vista

_____
GILBERTO HINOJOSA
STATE BAR NO. 09701100
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Attorney for Intervenor
City of Port Isabel

DRAFT

CAUSE NO. 2014-DCL-00815-D

PAUL SEALES, MG REAL PROPERTIES, LTD. AND LUCILLE BARRERA *Plaintiffs*	§	IN THE DISTRICT COURT
AND	§	
CITY OF PORT ISABEL AND THE TOWN OF LAGUNA VISTA *Intervenors*	§	103RD JUDICIAL DISTRICT
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WHEREFORE, PREMISES CONSIDERED, the parties to this lawsuit pray that the Agreed Judgment being submitted contemporaneously with this motion be signed and that the Court enter such other and further orders as may be proper.

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/s/ Guillermo (Will) S. Trevino
GUILLERMO (WILL) S. TREVINO

DRAFT

CAUSE NO. 2014-DCL-00815-D

PAUL SEALES, MG REAL PROPERTIES, LTD. AND LUCILLE BARRERA *Plaintiffs*	§	IN THE DISTRICT COURT
AND	§	
CITY OF PORT ISABEL AND THE TOWN OF LAGUNA VISTA *Intervenors*	§	103RD JUDICIAL DISTRICT
V.	§	
THE CITY OF BROWNSVILLE, *Defendant*	§	CAMERON COUNTY, TEXAS

AGREED JUDGMENT

Came on for consideration an Agreed Motion for Agreed Judgment in the above captioned case. Upon consideration of said motion, the Court finds that Plaintiffs, Paul Seales, MG Real Properties, Ltd. and Lucille Barrera, Intervenors, City of Port Isabel and the Town of Laguna Vista, and Defendant, the City of Brownsville have entered into a compromise and settlement agreement, a copy of which is attached hereto and made a part hereof. Accordingly, the Court is of the opinion that the Agreed Motion for entry of an Agreed Judgment should be in all things granted and sustained, and that Judgment should now be entered in this case. It is therefore, ORDERED, ADJUDGED and DECREED that Plaintiffs, Paul Seales, MG Real Properties, Ltd. and Lucille Barrera, and Intervenors, City of Port Isabel and the Town of Laguna Vista TAKE NOTHING in this case from Defendant, City of Brownsville and that all of Plaintiff's and Intervenors claims and causes of action asserted in this cause or that could have been asserted in this cause are hereby dismissed with prejudice. It is further, ORDERED, ADJUDGED and DECREED that Defendant, City of Brownsville, TAKE NOTHING in this case from Plaintiffs, Paul Seales, MG Real

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SIGNED this _____ day of _____, 2023.

_____
JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

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LARRY MARK POLSKY
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Attorney for Plaintiffs

/s/ Wm. Andrew Messer
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City of Brownsville

/s/ Guillermo (Will) S. Trevino
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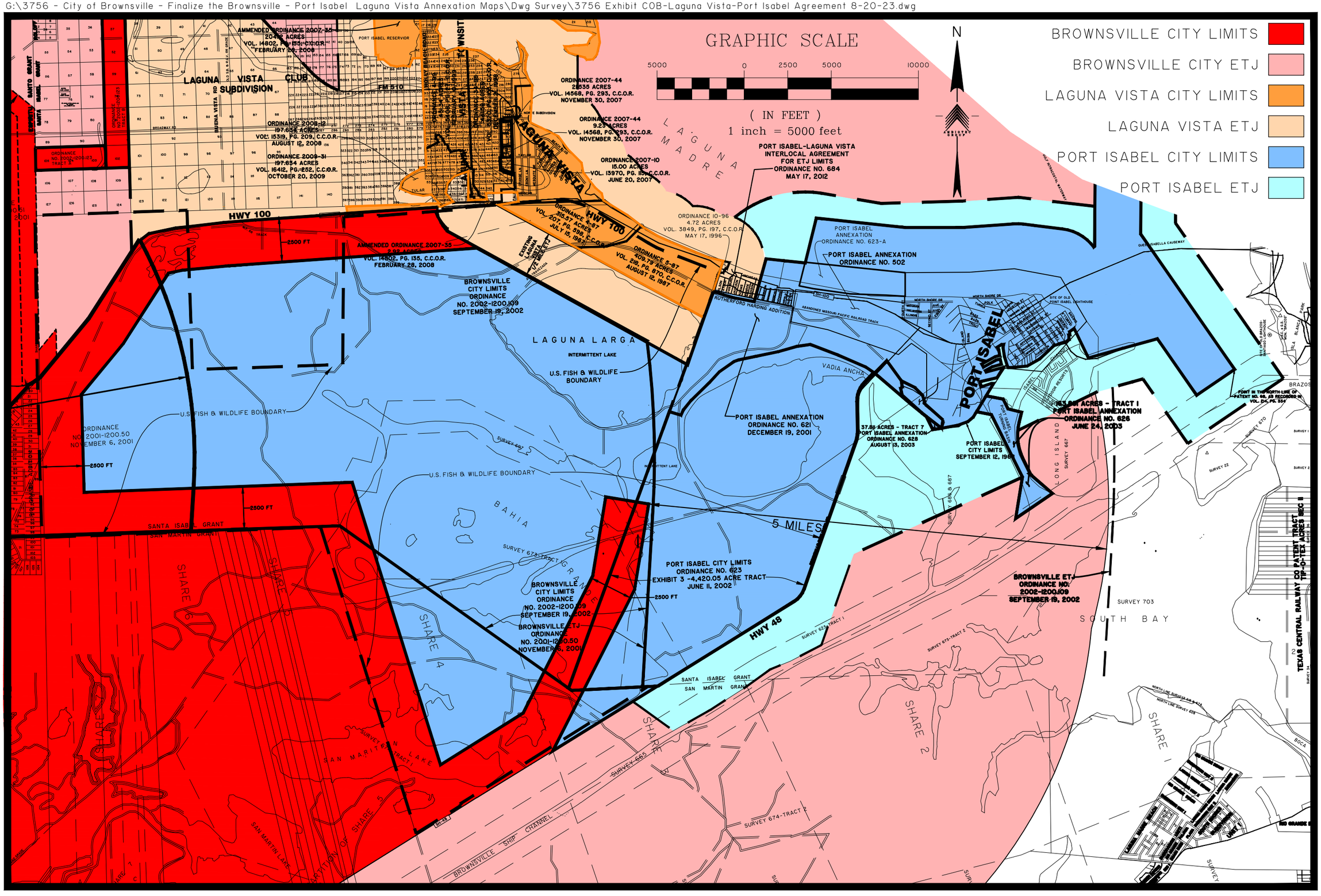
GRAPHIC SCALE
5000 0 2500 5000 10000
(IN FEET)
1 inch = 5000 feet
N
BROWNSVILLE CITY LIMITS
BROWNSVILLE CITY ETJ
LAGUNA VISTA CITY LIMITS
LAGUNA VISTA ETJ
PORT ISABEL CITY LIMITS
PORT ISABEL ETJ
LAGUNA VISTA SUBDIVISION
LAGUNA VISTA CLUB
FM 510
HWY 100
HWY 48
AMENDED ORDINANCE 2007-35
204.6 ACRES
VOL. 14802, PG. 135, C.C.O.R.
FEBRUARY 28, 2008
ORDINANCE 2008-12
197.634 ACRES
VOL. 15319, PG. 209, C.C.O.R.
AUGUST 12, 2008
ORDINANCE 2009-31
197.634 ACRES
VOL. 16412, PG. 252, C.C.O.R.
OCTOBER 20, 2009
ORDINANCE 2007-44
21.535 ACRES
VOL. 14568, PG. 293, C.C.O.R.
NOVEMBER 30, 2007
ORDINANCE 2007-44
9.23 ACRES
VOL. 14568, PG. 293, C.C.O.R.
NOVEMBER 30, 2007
ORDINANCE 2007-10
15.00 ACRES
VOL. 13970, PG. 15, C.C.O.R.
JUNE 20, 2007
PORT ISABEL-LAGUNA VISTA
INTERLOCAL AGREEMENT
FOR ETJ LIMITS
ORDINANCE NO. 684
MAY 17, 2012
ORDINANCE 87-87
215.57 ACRES
VOL. 207, PG. 598, C.C.O.R.
JULY 15, 1987
ORDINANCE 5-87
409.75 ACRES
VOL. 218, PG. 870, C.C.O.R.
AUGUST 12, 1987
ORDINANCE 10-96
4.72 ACRES
VOL. 3849, PG. 197, C.C.O.R.
MAY 17, 1996
PORT ISABEL ANNEXATION
ORDINANCE NO. 623-A
PORT ISABEL ANNEXATION
ORDINANCE NO. 502
PORT ISABEL ANNEXATION
ORDINANCE NO. 621
DECEMBER 19, 2001
37.81 ACRES - TRACT 7
PORT ISABEL ANNEXATION
ORDINANCE NO. 628
AUGUST 13, 2003
PORT ISABEL
CITY LIMITS
SEPTEMBER 12, 196
163.881 ACRES - TRACT 1
PORT ISABEL ANNEXATION
ORDINANCE NO. 626
JUNE 24, 2003
BROWNSVILLE
CITY LIMITS
ORDINANCE
NO. 2002-1200.109
SEPTEMBER 19, 2002
BROWNSVILLE ETJ
ORDINANCE
NO. 2001-1200.50
NOVEMBER 6, 2001
PORT ISABEL CITY LIMITS
ORDINANCE NO. 623
EXHIBIT 3 -4,420.05 ACRE TRACT
JUNE 11, 2002
BROWNSVILLE ETJ
ORDINANCE NO.
2002-1200.109
SEPTEMBER 19, 2002
2500 FT
5 MILES
LAGUNA LARGA
INTERMITTENT LAKE
U.S. FISH & WILDLIFE BOUNDARY
BAHIA
LAGUNA MADRE
SOUTH BAY
SHARE 1
SHARE 2
SHARE 3
SHARE 4
SHARE 5
SHARE 6
SHARE 7
SAN MARTIN LAKE
BROWNSVILLE SHIP CHANNEL
SANTA ISABEL GRANT
SAN MARTIN GRANT
RUTHERFORD HARDING ADDITION
ABANDONED MISSOURI PACIFIC RAILROAD TRACK
PORT ISABEL RESERVOIR
TEXAS CENTRAL RAILWAY DD PATENT TRACT
TIP-O-TEX ACRES SEC II
SURVEY 703
SURVEY 674-TRACT 2
SURVEY 673-TRACT 2
SURVEY 685
SURVEY 687
SURVEY 22
SURVEY 23
SURVEY 24
SURVEY 25
SURVEY 26
SURVEY 27
SURVEY 28
SURVEY 29
SURVEY 30
SURVEY 31
SURVEY 32
SURVEY 33
SURVEY 34
SURVEY 35
SURVEY 36
SURVEY 37
SURVEY 38
SURVEY 39
SURVEY 40
SURVEY 41
SURVEY

BROWNSVILLE CITY LIMITS
BROWNSVILLE CITY ETJ
LAGUNA VISTA CITY LIMITS
LAGUNA VISTA ETJ
PORT ISABEL CITY LIMITS
PORT ISABEL ETJ

N

GRAPHIC SCALE
3000 0 1500 3000 6000
(IN FEET)
1 inch = 3000 feet

BAYSIDE GARDENS OF BOX RANCH
ORDINANCE NO. 2002-1200.123 TRACT E
ORDINANCE NO. 2002-1200.123 TRACT D
ORDINANCE NO. 2002-1200.123 TRACT C
ORDINANCE NO. 2002-1200.123 TRACT B
HUDSON HEIGHTS
LAGUNA VISTA 1/2 MILE ETJ
HOLLY BEACH
SHORELINE OF HOLLY BEACH DOWNSITE
HOLLY BEACH ROAD
ORDINANCE 2008-12
50.954 ACRES
VOL. 15319, PG. 209, C.C.O.R.
AUGUST 12, 2008
ORDINANCE 2009-31
50.954 ACRES
VOL. 16412, PG. 252, C.C.O.R.
OCTOBER 20, 2009
AMMENDED ORDINANCE 2007-35
20.412 ACRES
VOL. 14802, PG. 135, C.C.O.R.
FEBRUARY 28, 2008
PORT ISABEL RESERVOIR
FM 510
LAGUNA VISTA SUBDIVISION
LAGUNA VISTA CLUB
BUENA VISTA RD
OLD S.B. & R.G.V. RR GRADE
ORDINANCE 2008-12
197.634 ACRES
VOL. 15319, PG. 209, C.C.O.R.
AUGUST 12, 2008
ORDINANCE 2009-31
197.634 ACRES
VOL. 16412, PG. 252, C.C.O.R.
OCTOBER 20, 2009
BROADWAY RD
HWY 100
M.P. RR TRACK
2500 FT
AMMENDED ORDINANCE 2007-35
2.92 ACRES
VOL. 14802, PG. 135, C.C.O.R.
FEBRUARY 28, 2008
BROWNSVILLE CITY LIMITS ORDINANCE NO. 2002-1200.109 SEPTEMBER 19, 2002
EXISTING LAGUNA VISTA 1/2 MILE ETJ
TRAVEZADA
LAGUNA VISTA
ORDINANCE 2007-44
21.535 ACRES
VOL. 14568, PG. 293, C.C.O.R.
NOVEMBER 30, 2007
ORDINANCE 2007-44
9.23 ACRES
VOL. 14568, PG. 293, C.C.O.R.
NOVEMBER 30, 2007
ORDINANCE 2007-10
15.00 ACRES
VOL. 13970, PG. 115, C.C.O.R.
JUNE 20, 2007
ORDINANCE 4-87
315.57 ACRES
VOL. 207, PG. 598, C.C.O.R.
JULY 15, 1987
ORDINANCE 5-87
409.79 ACRES
VOL. 218, PG. 870, C.C.O.R.
AUGUST 12, 1987
ORDINANCE 10-98
4.72 ACRES
VOL. 3849, PG. 197, C.C.O.R.
MAY 17, 1996
PORT ISABEL-LAGUNA VISTA INTERLOCAL AGREEMENT FOR ETJ LIMITS
ORDINANCE NO. 684
MAY 17, 2012
PORT ISABEL ANNEXATION
ORDINANCE NO. 623-A
PORT ISABEL ANNEXATION
ORDINANCE NO. 502
RUTHERFORD HARDING ADDITION
ABANDONED MISSOURI PACIFIC RAILROAD TRACK
SH-100
LAGUNA MADRE
LAGUNA LARGA
INTERMITTENT LAKE

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Estefana Mendoza, Administrative Supervisor
Date:	Tuesday, December 5, 2023
Agenda #:	Consideration and **ACTION** for a Cooperative Purchase Agreement with Silsbee Ford for the purchase of a 2024 Transit Van that will be used to transport animals at the Brownsville Animal Regulation and Care Center in the amount of $63,934.40. (Health, Wellness and Animal Services Department)

Summary:
The Brownsville Animal Regulation and Care Center seeks the purchase of a canine transport unit in the amount of $63,934.40 from Silsbee Ford under a cooperative contract.

Project Scope and Analysis:

Funding:

Source: Stanton Foundation Grant- 70k NO CITY MATCH

Amount: 70,000.00

Local Contribution if Applicable: NONE

Recommendation:
Staff recommends approval.

Commission Pillar:
Quality of Life

Attachments:
1. Procurement Analysis
2. Cooperative Coversheet Agreement

PROCUREMENT SERVICES
PROCUREMENT ANALYSIS

Date: Tuesday, November 14, 2023
To: Mr. John Cowen Jr., City Mayor
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Dr. Art Rodriguez, Director of Public Health

Subject: Agenda Item for the City Commission meeting of Tuesday, December 5, 2023 "Consideration and Action to enter into an interlocal agreement with Silsbee Ford for the purchase/enter into a contract with of the purchase of a Canine Transport Unit " **038-24-HELATH-CP**

Background:

At the request of Dr. Art Rodriguez, Director of Public Health, the Procurement Division requested to invoke the *Texas Local Government Code Chapter 271 Subchapter (F) and Chapter 791, Subchapter C, Purchasing And Contracting Authority Of Municipalities, Counties, And Certain Other Local Government* for the procurement of: Canine Transport Unit

Exemption language:

The City of Brownsville seeks to enter into an interlocal agreement with **Silsbee Ford**. The City will be utilizing T.I.P.S contract # 210907.

Sec. 271.102. Cooperative Purchasing Program Participation. (a) A local government may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state.

(b) A local government that is participating in a cooperative purchasing program may sign an agreement with another participating local government or a local cooperative organization stating that the signing local government will:

1. Designate a person to act under the direction of, and on behalf of, that local government in all matters relating to the program;
2. Make payments to another participating local government or a local cooperative organization or directly to a vendor under a contract made under this subchapter, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and
3. Be responsible for a vendor's compliance with provisions relating to the quality of items and terms of delivery, to the extent provided in the agreement between the participating local governments or between a local government and a local cooperative organization.

PROCUREMENT SUMMARY: Silsbee Ford is eligible under this procurement for the purchase of a Canine Transport Unit in the amount of **$63,934.40 (Exhibit A)**

Exhibit A

PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User:	CITY OF BROWNSVILLE	**Prepared by:**	GLEN ANGELLE
Contact:	ADOLFO	**Phone:**	409-880-9191
Email:		**Email:**	gangelle.cowboyfleet@gmail.com
Product Description:	2024 TRANSIT 350 LOW ROOF	**Date:**	November 14, 2023

A. Bid Item: _____ **A. Base Price:** $ 43,913.00

B. Factory Options

Code	Description	Bid Price	Code	Description	Bid Price
	HIGH ROFF EXT LENGTH 148"WB	$ -		EXT. WHITE	
	EXT. LENGTH / HIGH ROOF	$ 6,995.00		VINYL BUCKET SEATS	
	FIXED REAR GLASS	$ 250.00			
	3.5L V6				
	PRIVACY GLASS	$ 125.00			
	2 ADDITIONAL KEYS	$ 75.00			
	FRT/REAR A/C	$ 860.00			
	POWER LOCKS/WINDOWS				

Total of B. Published Options: $ 8,305.00

Published Option Discount (5%) $ (415.25)

C. Unpublished Options

Description	Bid Price	Options	Bid Price
MAXON MODEL GPC X1-LDF ALUMINUM PLATFOR	$ 9,236.00	2024 APROX PRICE INCREASE	$ 2,195.65
1300# LIFTGATE			

Total of C. Unpublished Options: $ 11,431.65

D.	**Floor Plan Interest (for in-stock and/or equipped vehicles):**		$ -
E.	**Lot Insurance (for in-stock and/or equipped vehicles):**		$ -
F.	**Contract Price Adjustment:**		$ -
G.	**Additional Delivery Charge:**	400 miles	$ 700.00
H.	**Subtotal:**		$ 63,934.40
I.	**Quantity Ordered**	1 x H =	$ 63,934.40
J.	**Trade in:**		$ -
K.			$ -
L.	**Total Purchase Price**		$ 63,934.40

End of Exhibit A

COOPERATIVE PURCHASE AGREEMENT

This Cooperative Purchase Agreement ("Agreement") is entered into by and between Silsbee Ford. ("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 – [Proposal, Quote, or Contract];
3. Exhibit B – [Cooperative agency agreement]
4. 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 A 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 **$63,934.40** 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:
Silsbee Ford
Attn: Glen Angelle
1211 Hwy 96 N
Silsbee Texas 77656

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: John Cowen

Title: City of Brownsville Mayor

VENDOR:

Name: A. Glen Angelle

Title: Sales

"Approved as to Form and Legality
This 14th day of November 2023
Title Asst CA
Office of the Brownsville City Attorney"

PRODUCT PRICING SUMMARY

TIPS USA 210907 AUTOMOBILES

VENDOR- Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: CITY OF BROWNSVILLE
Prepared by: GLEN ANGELLE
Contact: ADOLFO
Phone: 409-880-9191
Email:
Email: gangelle.cowboyfleet@gmail.com
Product Description: 2024 TRANSIT 350 LOW ROOF
Date: November 14, 2023

A. **Bid Item:** _____ **A. Base Price:** $ 43,913.00

B. **Factory Options**

Code	Description	Bid Price	Code	Description	Bid Price
	HIGH ROFF EXT LENGTH 148"WB	$ -		EXT. WHITE	
	EXT. LENGTH / HIGH ROOF	$ 6,995.00		VINYL BUCKET SEATS	
	FIXED REAR GLASS	$ 250.00			
	3.5L V6				
	PRIVACY GLASS	$ 125.00			
	2 ADDITIONAL KEYS	$ 75.00			
	FRT/REAR A/C	$ 860.00			
	POWER LOCKS/WINDOWS				

Total of B. Published Options: $ 8,305.00

Published Option Discount (5%) $ (415.25)

C. **Unpublished Options**

Description	Bid Price	Options	Bid Price
MAXON MODEL GPC X1-LDF ALUMINUM PLATFOR	$ 9,236.00	2024 APROX PRICE INCREASE	$ 2,195.65
1300# LIFTGATE			

Total of C. Unpublished Options: $ 11,431.65

D. **Floor Plan Interest (for in-stock and/or equipped vehicles):** $ -

E. **Lot Insurance (for in-stock and/or equipped vehicles):** $ -

F. **Contract Price Adjustment:** _____ $ -

G. **Additional Delivery Charge:** 400 **miles** $ 700.00

H. **Subtotal:** $ 63,934.40

I. **Quantity Ordered** 1 **x H =** $ 63,934.40

J. **Trade in:** _____ $ -

K. $ -

L. **Total Purchase Price** $ 63,934.40

Exhibit B

TIPS VENDOR AGREEMENT

Between SILSBEE FORD INC **and**

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 210907 Automobiles

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686 and the TIPS Vendor. This Agreement consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth shall control unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight
All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions
All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support
The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements
Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status
Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements
No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.

- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals
The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

"Start Date" for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement "term" calculation purposes only, the Agreement "start date" is the last day of the month that Award Notifications are anticipated as published in the Solicitation
Example: *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial "three-year" term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

"Termination Date": The scheduled Agreement "termination date" shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus three years.
Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.
Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024*.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.
No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments
The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices
Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments
The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing
Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor
The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor
Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity
The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death),

property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax
By signature hereon, the Vendor hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous
The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation
If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only
TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures
Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from

the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding Vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective

date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement
TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement
Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements
If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation
The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES
THE SECTON HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS
Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	$1,000,000 each Occurrence/ Aggregate
Automobile Liability	$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation**: All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS**: If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products**: If product is not expected to ship within the time provided to the TIPS

Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

TIPS REP 210907 AUTOMOBILES

Company Name SILSBEE FORD INC.

Address 1211 US HIGHWAY 96 NORTH

City SILSBEE State TX Zip 77656

Phone 512.4361313 Fax

Email of Authorized Representative SGAMBLIN.SILSBEEFLEET@GMAIL.COM

Name of Authorized Representative SETH GAMBLIN

Title SALES

Signature of Authorized Representative SETHGAMBLIN

Date 10/15/2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature David Wayne Fitts

Approved by ESC Region 8 David Wayne Fitts

Date 10/29/2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.

210907 Addendum 2
SILSBEE FORD INC.
Supplier Response

Event Information

Number: 210907 Addendum 2
Title: Automobiles
Type: Request for Proposal
Issue Date: 9/2/2021
Deadline: 10/19/2021 03:00 PM (CT)
Notes: **If you already hold a contract that allows you to sell all your offerings, there may be no need to respond to this RFP.**
This may include new cars, trucks, vans, buses (other than school buses as defined by the USDOT or applicable state law, whichever is most restrictive), SUVs, ATVs, UTVs, motorcycles and parts and accessories and service.
Any type of motorized vehicle on or off road. New or used. New vehicles are priced at a minimum discount from Manufacturer's list price. Used vehicles must be priced based on your proposed coefficient or percentage of the book relative price against a published used vehicle pricing service that you select and agree to document. Example Blue book, Black book, NADA, etc. or other catalog that meets the definition of "catalog" published in the RFP. See additional information in the specifications.

Contact Information

Address: Region 8 Education Service Center

4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

SILSBEE FORD INC. Information

Contact: SETH GAMBLIN
Address: 1211 US HWY 96 NORTH
SILSBEE, TX 77656
Phone: (512) 436-1313
Fax: (409) 895-3884
Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Web Address: silsbeefleetgroup.com

By submitting your response, you certify that you are authorized to represent and bind your company.

SETH GAMBLIN
Signature

SGAMBLIN.SILSBEEFLEET@GMAIL.COM
Email

Submitted at 10/18/2021 3:13:02 PM

Supplier Note

THANK YOU!

Requested Attachments

Agreement Signature Form

210907 Agreement Signature Form SILSBEE FORD.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2

210907 Pricing Form 2 (1) SILSBEE FORD.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Reference Form

210907 Reference_Form SILSBEE FORD.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at https://www.tips-usa.com/assets/documents/docs/CIQ.pdf.

Proposed Goods and Services Marketing statement Silsbee Fleet COMPANY SUMMARY.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

D/M/WBE Certification OPTIONAL *No response*

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty *No response*

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement 210907 Vendor Agreement SILSBEE FORD INC.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1 210907 Pricing Form 1 SILSBEE FORD.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Supplementary *No response*

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks *No response*

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the “Response Attachment” tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION *No response*

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL *No response*

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, “disclosure Form to Report Lobbying,” in the Response attachments section.

Confidentiality Claim Form 210907 CONFIDENTIALITY CLAIM FORM SILSBEE FORD.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form silsbee ford w9 2021.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

Bid Attributes

1	**Yes - No** Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the ”Response Attachments” D/M/WBE CERTIFICATES section. NO
2	**Yes - No** Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/. Proof may be submitted. Vendor must upload proof of certification to the “Response Attachments” HUB CERTIFICATES section. No
3	**Yes - No** The Vendor can provide services and/or products to all 50 US States? Yes
4	**States Served:** If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) *No response*
5	**Company and/or Product Description:** This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) SILSBEE FLEET GROUP (SILSBEE FORD, LAKE COUNTRY CHEVROLET, DODNALSON CDJR, SILSBEE TOYOTA)
6	**Primary Contact Name** Primary Contact Name SETH GAMBLIN
7	**Primary Contact Title** Primary Contact Title FLEET SALES
8	**Primary Contact Email** Primary Contact Email SGAMBLIN.SILSBEEFLEET@GMAIL.COM
9	**Primary Contact Phone** Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 5124361313

10 **Primary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

11 **Primary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

12 **Secondary Contact Name**

Secondary Contact Name

SETH GAMBLIN

13 **Secondary Contact Title**

Secondary Contact Title

FLEET SALES

14 **Secondary Contact Email**

Secondary Contact Email

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

15 **Secondary Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

5124361313

16 **Secondary Contact Fax**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

17 **Secondary Contact Mobile**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

No response

18 **Admin Fee Contact Name**

Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

SETH GAMBLIN

19 **Admin Fee Contact Email**

Admin Fee Contact Email

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

20 **Admin Fee Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

5124361313

21 **Purchase Order Contact Name**

Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.

SETH GAMBLIN

22 **Purchase Order Contact Email**

Purchase Order Contact Email

SGAMBLIN.SILSBEEFLEET@GMAIL.COM

23 **Purchase Order Contact Phone**

Enter 10 digit phone number. (No dashes or extensions)
Example: 8668398477

5124361313

24 **Company Website**

Company Website (Format - www.company.com)

No response

25 **Entity D/B/A's and Assumed Names**

Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

1211 US HIGHWAY 96 N.

27 **Primary Address City**

Primary Address City

SILSBEE

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TEXAS

29 **Primary Address Zip**

Primary Address Zip

77656

30 **Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

AUTOMOBILE, TRUCK, CAR, VEHICLE

31 **Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

32 **Yes - No**

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

Yes

33 **Company Residence (City)**

Vendor's principal place of business is in the city of?

SILSBEE

34 **Company Residence (State)**

Vendor's principal place of business is in the state of?

TEXAS

35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a ***MINIMUM*** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS ***MINIMUM*** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the ***MINIMUM*** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

0%

36 MINIMUM Discount Term

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

YES

37 Catalog or list pricing of vendor

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on the Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

A. is regularly maintained by the manufacturer or Vendor of an item; and
B. is either published or otherwise available for inspection by a customer during the purchase process;
C. to which the minimum discount proposed by the proposing Vendor may be applied.

Yes

38 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

39	**Yes - No** Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered. Agreed
40	**Additional Discounts?** Do you offer additional discounts to TIPS members for large order quantities or large scope of work? Yes
41	**Years in Business as Proposing Company** Years in business as proposing company? 18
42	**Resellers:** Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. (If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award). No
43	**Right of Refusal** The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.
44	**NON-COLLUSIVE BIDDING CERTIFICATE** By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

45 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.
The Form CIQ is one of the attachments to this solicitation.

There is an optional upload for this form provided if you have a conflict and must file the form

No

46 **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No

47 **Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

48 **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

No response

49 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

50 Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

51 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

52

Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)
email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

☑ Yes, I certify (Yes)

53

2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

54

2 CFR PART 200 Contracts

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

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

Yes

55

2 CFR PART 200 Termination

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess
of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and
TIPS Members reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor
would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Yes

56

2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of
an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

Yes

57	**2 CFR PART 200 Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree? Yes
58	**2 CFR PART 200 Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $250,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act? Yes
59	**2 CFR PART 200 Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above? Yes

60

2 CFR PART 200 Rights to Inventions

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

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

Yes

61

2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, class, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

Yes

62

2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

Yes

63	**Certification Regarding Lobbying** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The undersigned certifies, to the best of his or her knowledge and belief, that: (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. I HAVE NOT Lobbied per above
64	**If you answered "I HAVE lobbied" to the above Attribute Question** If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.
65	**Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement. NO

66 **ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,
do you agree to comply with the following federal requirements?
Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

No response

67 **Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from
indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as
ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for
any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently
performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on
behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in
the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to
indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated
damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified
with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree
to these terms?

☑ Yes, I Agree (Yes)

68 **Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue
and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution
of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived
under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any
issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a
prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee
equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and
will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if
signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

69 **Remedies Explanation of No Answer**

No response

70 **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

Agreed

71 **Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

72 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

73 Infringement(s) Explanation of No Answer

No response

74 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

☑ Yes, I Agree (Yes)

75 Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

☑ Yes, I Agree (Yes)

76	**Insurance and Fingerprint Requirements Information** Insurance If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance. Fingerprint It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: http://www.statutes.legis.state.tx.us/ If the vendor has staff that meet both of these criterion: (1) will have continuing duties related to the contracted services; and (2) has or will have direct contact with students Then you have ”covered” employees for purposes of completing the attached form. TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

77

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

None

78 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a “construction contract” includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. “Construction contracts” are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

79 **Texas Government Code 2270 & 2271 Verification Form**

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include 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 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.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf

I swear and affirm that the above is true and correct.

YES

80 **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the “Response Attachment” tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

81 **Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

82 **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

No response

83 **Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

Yes

84 **Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate form the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

No response

85 **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), 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 of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “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.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

86 **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

87 **Required Confidentiality Claim Form**

Required Confidentiality Claim Form
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.
Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

88 **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

Agreed

89 **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

Agreed

90 **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.
Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

Agreed

91	**Indemnity Limitation with TIPS Members** Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ". **Agreement is a required condition to award of a contract resulting from this Solicitation.** Agreed
92	**Arbitration Clauses** Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS? Agreed
93	**Required Vendor Sales Reporting** By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.
94	**Upload of Current W-9 Required** Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.
95	**CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)** **By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:** If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action 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)." *See* Tex. Gov't Code § 809.001(1).

96 **CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least $100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, 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 this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) 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; (2) 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 (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. *See* Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) 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 (2) 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 to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or 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." *See* Tex. Gov't Code § 2274.001(3) of SB 19.

97 **CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." *See* Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

References **TIPS RFP 210907 AUTOMOBILES**

SILSBEE FORD INC

DO NOT HANDWRITE REFERENCES AND DO NOT CONVERT EXCEL SHEET TO ANY OTHER FORMAT.

ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT.

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required.
DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID TYPED EMAIL IS REQUIRED	Phone
TEXAS PARKS AND WILDLIFE	JOHN WYATT	JOHN.WYATT@TPWD.TEXAS.GOV	512.389.4964
HARRIS COUNTY	SYD SEXTON	SYD.SEXTON@HARRIS.CO.TX.GOV	713.755.5362
FORD MOTOR COMPANY	CRAIG FETTY	CRAIG.FETTY@FORD.COM	303.522.5753

TIPS RFP # 210907

Required Confidential Information Status Form

SILSBEE FORD INC

Name of company

SETH GAMBLIN, FLEET SALES

Printed Name and Title of authorized company officer declaring below the confidential status of material

1211 US HIGHWAY 96 N.	SILSBEE	TX	77656	512.436.1313
Address	**City**	**State**	**ZIP**	**Phone**

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission**. (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and *DO NOT* desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OT TOTAL PAGES THAT ARE CONFIDENTIAL.

ATTACHED ARE COPIES OF 0 PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date _____

---------- **OR** ----------

OPTION 2:

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature SETHGAMBLIN Date 10/15/21

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Jorge Cardenas, Enterprise Applications Director
Date:	Tuesday, December 5, 2023
Agenda #:	Consideration and **ACTION** to approve a two-year professional services contract with Cirrus9 Solutions LLC. This contract is for the management of Systems Infrastructure and the integration of new technologies. The financial commitment for this contract is as follows: Year 1: $572,000; Year 2: $572,000; as budgeted. (Enterprise Applications Department)

Summary:
We respectfully submit for approval a professional services contract with Cirrus9 Solutions LLC. This contract, spanning a period of two years, entails a total cost of $1,144,000.00. The payment structure is designed to be monthly, with the stipulation that the total annual expenditure does not exceed $572,000 in either Year 1 or Year 2. We look forward to your favorable consideration of this proposal.

Project Scope and Analysis:

1. Scope of Work

Data Center Equipment and Need for Skilled Engineers

Data centers house a variety of equipment, including servers, storage systems, network devices, firewalls, and backup power supplies. Each of these components requires regular maintenance and monitoring to ensure optimal performance and prevent downtime.

Highly skilled engineers are needed to manage these complex systems. They are responsible for installing and configuring hardware, implementing security measures, troubleshooting issues, and ensuring that the data center meets the necessary compliance standards.

The contractor will provide the following services:

- **Systems Management**: Ensure the efficient operation of our existing systems infrastructure.
- **Systems Operation**: Handle the day-to-day operations of the systems infrastructure. Ensuring that systems like ACCELA, LOGOS, timeclock, and all other applications in the city are working in optimum conditions.

- **Technology Integration**: Integrate new technologies into the existing systems infrastructure.

  - **Implementing New Technologies**: As technology evolves, the City needs to stay up-to-date to maintain a competitive edge. Engineers will be responsible for implementing new technologies that can improve efficiency and performance.
  - **Updating Equipment**: Data center equipment has become obsolete over time. The engineers will ensure that all equipment is up-to-date and capable of meeting the current demands of the City.
  - **Cloud Migration**: The plan is to move our servers to the cloud to increase flexibility and scalability. The engineers will play a crucial role in this migration process, ensuring smooth transition with minimal downtime.

2. Benefits

The operation and management of data centers is a complex task that requires specialized knowledge and skills. Outsourcing these tasks to a third-party service provider can offer several benefits over hiring in-house staff.

Benefits of Outsourcing

1. **Cost Efficiency**: Outsourcing can be more cost-effective than hiring full-time staff, as it eliminates the need for recruitment, training, and benefits expenses.
2. **Access to Expertise**: Outsourcing providers have a team of experts with extensive experience in managing data centers, ensuring that the operations are handled efficiently and effectively.
3. **Scalability**: As the City grows, the service provider can easily scale up the operations to meet your increasing needs.
4. **Focus on Core Business**: Outsourcing allows the City to focus on its core competencies, while the service provider takes care of the data center operations.

3. Deliverables

The contractor will provide the following deliverables:

- **Deliverable 1**: Monthly Systems Management Report
- **Deliverable 2**: Quarterly Systems Operation Report
- **Deliverable 3**: Technology Integration Plan and Report
- **Deliverable 4**: Training and Knowledge Transfer

4. Period of Performance

The period of performance for this contract is two years from the date of contract execution.

Funding:

Source: 809-9110-876-013

Amount: 572,000.00

Local Contribution if Applicable:

Recommendation:
Enterprise Applications Department recommends approval

Commission Pillar:
Quality of life & Governance Pillar

Attachments:
1. 045-24-EA-SA - Procurement Analysis Signed C9S (002)
2. 045-24-EA-SA - Agreement_CAO Signed C9S
3. IT Systems Architecture and Engineering

PROCUREMENT SERVICES
PROCUREMENT ANALYSIS

Date: Tuesday, November 21, 2023
To: Mr. John Cowen Jr., City Mayor
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Jorge Cardenas, Enterprise Applications Director

Subject: Agenda Item for the City Commission meeting of Tuesday, December 5, 2023 "Consideration and Action to award a Professional Service contract for Network Architecture Services to Cirrus9 Solutions LLC" #045-24-EA-SA

Background:

At the request of Mr. Jorge Cardenas, Enterprise Applications Director, the Procurement Division requested to invoke the *Texas Local Government Code Chapter 252 Subchapter (B) Sec. 252.022 General Exemptions* for the procurement of: Network Architecture Services

Exemption language:

Cirrus 9 Solutions LLC will continue to provide high-quality Systems Engineering and Architecture services to the City of Brownsville. It is procurement's opinion that these services qualify for a professional service exemption.

Sec. 252.022. GENERAL EXEMPTIONS. (a) This chapter does not apply to an expenditure for: (4) a procurement for personal, professional, or planning services;

PROCUREMENT SUMMARY: Cirrus9 Solutions LLC is eligible under this procurement for Network Architecture Services in the amount of **$1,134,432.00 (Exhibit A)**

Exhibit A

Pricing and Payment Terms

At Cirrus9 Solutions, we understand that the value we bring to our clients extends far beyond the immediate scope of our services. It is reflected in the enduring quality, reliability, and efficiency of the systems we design and implement. Our cost structure is meticulously crafted to ensure that The City of Brownsville receives the most cost-efficient service without compromising on the superior quality that we are known for. By optimizing our resource allocation and leveraging the profound expertise of our team, we deliver systems engineering and architecture solutions that meet current technological demands and are scalable to accommodate future growth and innovation.

Cost Breakdown

For the duration of this contract, Cirrus9 Solutions will provide The City of Brownsville with a dedicated team comprising one Systems Architect and one Senior Systems Engineer. Their combined expertise and strategic oversight will spearhead the transformation of your IT infrastructure.

First Year:

- **Systems Architect:** With an hourly rate of **$150**, the Systems Architect will accrue a total of **2080** hours over the course of the year, resulting in a contract total of **$312,000**.
- **Senior Systems Engineer:** Charged at **$120** per hour, our Senior Systems Engineer will also contribute 2080 hours annually, culminating in a contract total of **$249,600**.
- In total, the investment for the professional services rendered by our team for the first year amounts to **$561,600**.

Second Year:

- **Systems Architect:** With an hourly rate of **$153**, the Systems Architect will accrue a total of **2080** hours over the course of the year, resulting in a contract total of **$318,240**.
- **Senior Systems Engineer:** Charged at **$122.40** per hour, our Senior Systems Engineer will also contribute 2080 hours annually, culminating in a contract total of **$254,592**.
- In total, the investment for the professional services rendered by our team for the second year amounts to **$572,832.**
- In total, the investment for the professional services rendered by our team for the first and second year amounts to **$1,134,432.00.**

William Williams III
CEO
Cirrus9 Solutions LLC
11/22/2023

PROFESSIONAL SERVICES AGREEMENT
FOR NETWORK ARCHITECT SERVICES
045-24-EA-SA

This Agreement is entered into as of Tuesday, December 5, 2023, between THE CITY OF BROWNSVILLE ("CITY") and Cirrus9 Solutions LLC ("CONSULTANT").

1. **Documents**

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

i. Systems Architecture and Engineering Statement of Work (Exhibit A)

ii. Certificate of Insurance (Exhibit B).

iii. Network Access Agreement (Exhibit C).

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

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

(b) Consultant will perform such services related to the Project in a diligent and workmanlike manner consistent with industry standards and in accordance with the schedule, if any, set forth in the Contract Documents.

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

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

(c) Consultant shall subcontract any portion of the work required by this Agreement. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Consultant of this Agreement or any right or interest herein without City's written consent. In the event Consultant engages any subcontractor in the performance of this Agreement, Consultant shall ensure that all of Consultant's subcontractors perform in accordance with the terms and conditions of this Agreement. Consultant shall be fully responsible for all of Consultant's subcontractors' performance, and liable for any of Consultant's subcontractors' non-performance and all of Consultant's subcontractors' acts and omissions.

4. **Contract Term**

(a) The services provided under this agreement shall commence upon contract award by City Commission and continue for a period of two (2) years. Upon conclusion of the initial term, The City of Brownsville shall have the option to renew the contract for subsequent one-year periods, subject to mutual agreement of terms, conditions, and pricing.

5. Time of Completion.

Consultant is authorized to commence work under this contract upon execution of this Agreement. Consultant shall perform and complete its obligations herein in a prompt and continuous manner, so as to not delay the completion of the Project in accordance with the schedules as described in Exhibit A. This Agreement shall remain effective for a period which may reasonably be required for the completion of the Project, acceptance by an authorized representative of the City, exhaustion of authorized funds, or termination as provided in this Agreement, whichever occurs first.

6. Compensation.

(a) Consultant agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit A, not to exceed **ONE MILLION, ONE HUNDRED AND THIRTY-FOUR THOUSAND, FOUR HUNDRED AND THIRTY-TWO DOLLARS ($1,134,432.)**. This contract is structured to exclude any overtime rates. All services will be performed within the standard work week hours (Monday-Friday 8:00am-5:00pm), ensuring project costs remain within the agreed-upon budget It is acknowledged and agreed by Consultant that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Consultant for Consultant's services pursuant and related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Consultant's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services included in Exhibit A. Below is a cost breakdown of the two years:

I. **First Year:**
   i. **Systems Architect:** With an hourly rate of $150, the Systems Architect will accrue a total of 2080 hours over the course of the year, resulting in a contract total of **$312,000.**
   ii. **Senior Systems Engineer:** Charged at $120 per hour, our Senior Systems Engineer will also contribute 2080 hours annually, culminating in a contract total of **$249,600.**
   iii. In total, the investment for the professional services rendered by our team for the first year amounts to **$561,600.**

II. **Second Year:**
   i. **Systems Architect:** With an hourly rate of $153, the Systems Architect will accrue a total of 2080 hours over the course of the year, resulting in a contract total of **$318,240.**
   ii. **Senior Systems Engineer:** Charged at $122.40 per hour, our Senior Systems Engineer will also contribute 2080 hours annually, culminating in a contract total of **$254,592.**
   iii. In total, the investment for the professional services rendered by our team for the second year amounts to **$572,832.**

(b) Consultant 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.

7. Observation and Review of the Project.

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

8. Ownership of Documents.

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

9. Disclosure of Conflicts and Confidential Information.

(a) Disclosure of Conflicts. Consultant hereby warrants to the City that Consultant has made full disclosure in writing of any existing or potential conflicts of interest related to Consultant's services under this Agreement. In the event that any conflicts of interest arise after the Effective Date of this Agreement, Consultant hereby agrees immediately to make full disclosure to the City in writing.

(b) Confidential Information. The City acknowledges that Consultant may use products, materials, or methodologies proprietary to Consultant. The City agrees that Consultant's provision of services under this Agreement shall not be grounds for the City to have or obtain any rights in such proprietary products, materials, or methodologies unless the parties have executed a separate written agreement with respect thereto. Consultant, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the City ("City Information") as confidential and shall not disclose any such information to a third party without the prior written approval of the City.

(c) Unauthorized Access. Consultant shall store and maintain City Information in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt City Information in any way. Consultant shall notify the City immediately if the security or integrity of any City information has been compromised or is believed to have been compromised, in which event, Consultant shall, in good faith, use all commercially reasonable efforts to cooperate with the City in identifying what information has been accessed by unauthorized means and shall fully cooperate with the City to protect such information from further unauthorized disclosure.

10. Insurance.

(a) The Consultant 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 Consultant'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 Consultant to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

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

i. Workers' Compensation and Employers' Liability Insurance

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

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

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

ii. Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

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

iii. Professional Liability Insurance

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

iv. Technology Liability (Errors & Omissions)

1. Combined limit of not less than $2,000,000 per occurrence; $4,000,000 million aggregate; or
2. Combined limit of not less than $1,000,000 per occurrence; $2,000,000 aggregate and Umbrella Coverage in the amount of $4,000,000. Umbrella policy shall contain a follow-form provision and shall include coverage for personal and advertising injury. The umbrella policy shall cover amounts for any claims not covered by the primary Technology Liability policy. Defense costs shall be outside the limits of liability.
    a. Coverage shall include, but not be limited to, the following:
        i. Failure to prevent unauthorized access
        ii. Unauthorized disclosure of information
        iii. Implantation of malicious code or computer virus
        iv. Fraud, Dishonest or Intentional Acts with final adjudication language
        v. Intellectual Property Infringement coverage, specifically including coverage for intellectual property infringement claims and for indemnification and legal defense of any claims of intellectual property infringement, including infringement of patent, copyright, trademark or trade secret, brought against the City for use of Deliverables, Software or Services provided by Consultant under this Agreement.

Technology coverage may be provided through an endorsement to the Commercial General Liability (CGL) policy, a separate policy specific to Technology E&O, or an umbrella policy that picks up coverage after primary coverage is exhausted. Either is acceptable if coverage meets all other requirements. Technology coverage shall be written to indicate that legal costs and fees are considered outside of the policy limits and shall not erode limits of liability. Any deductible will be the sole responsibility of the Consultant and may not exceed $50,000 without the written approval of the City. Coverage shall be claims-made, with a retroactive or prior acts date that is on or before the effective date of this Agreement. Coverage shall be maintained for the duration of the contractual agreement and for two (2) years following completion of services provided. An annual certificate of insurance, or a full copy of the policy if requested, shall be submitted to the City to evidence coverage.

v. 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

11. Liability and Indemnification.

(a) LIABILITY - CONSULTANT 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 CONSULTANT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

(b) INDEMNIFICATION - CONSULTANT HEREBY COVENANTS AND AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE 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 CONSULTANT'S BUSINESS, AND ANY RESULTING LOST PROFITS) PERSONAL INJURY, INCLUDING DEATH, TO ANY AND ALL PERSONS, AND DAMAGES FOR CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT,

ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, TO THE EXTENT CAUSED BY THE ACTS OR OMISSIONS OF CONSULTANT, ITS OFFICERS, AGENTS, SUBCONTRACTORS, SERVANTS OR EMPLOYEES.

(c) INTELLECTUAL PROPERTY INFRINGEMENT – (i) The Consultant warrants that all Deliverables, or any part thereof, furnished hereunder, including but not limited to: programs, documentation, software, analyses, applications, methods, ways, and processes (in this Section 10C each individually referred to as a "Deliverable" and collectively as the "Deliverables,") do not infringe upon or violate any patent, copyrights, trademarks, service marks, trade secrets, or any intellectual property rights or other third party proprietary rights, in the performance of services under this Agreement.

(ii) Consultant shall be liable and responsible for any and all claims made against the City for infringement of any patent, copyright, trademark, service mark, trade secret, or other intellectual property rights by the use of or supplying of any Deliverable(s) in the course of performance or completion of, or in any way connected with providing the services, or the City's continued use of the Deliverable(s) hereunder.

(iii) Consultant agrees to indemnify, defend, settle, or pay, at its own cost and expense, including the payment of attorney's fees, any claim or action against the City for infringement of any patent, copyright, trade mark, service mark, trade secret, or other intellectual property right arising from City's use of the Deliverable(s), or any part thereof, in accordance with this Agreement, it being understood that this agreement to indemnify, defend, settle or pay shall not apply if the City modifies or misuses the Deliverable(s). So long as Consultant bears the cost and expense of payment for claims or actions against the City pursuant to this section 10, Consultant shall have the right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, City shall have the right to fully participate in any and all such settlement, negotiations, or lawsuit as necessary to protect the City's interest, and City agrees to cooperate with Consultant in doing so. In the event City, for whatever reason, assumes the responsibility for payment of costs and expenses for any claim or action brought against the City for infringement arising under this Agreement, the City shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise and to settle or compromise any such claim; however, Consultant shall fully participate and cooperate with the City in defense of such claim or action. City agrees to give Consultant timely written notice of any such claim or action, with copies of all papers City may receive relating thereto. Notwithstanding the foregoing, the City's assumption of payment of costs or expenses shall not eliminate Consultant's duty to indemnify the City under this Agreement. If the Deliverable(s), or any part thereof, is held to infringe and the use thereof is enjoined or restrained or, if as a result of a settlement or compromise, such use is materially adversely restricted, Consultant shall, at its own expense and as City's sole remedy, either: (a) procure for City the right to continue to use the Deliverable(s); or (b) modify the Deliverable(s) to make them/it non-infringing, provided that such modification does not materially adversely affect City's authorized use of the Deliverable(s); or (c) replace the Deliverable(s) with equally suitable, compatible, and functionally equivalent non-infringing Deliverable(s) at no additional charge to City; or (d) if none of the foregoing alternatives is reasonably available to Consultant, terminate this Agreement, and refund all amounts paid to Consultant by the City, subsequent to which termination City may seek any and all remedies available to City under law. CONSULTANT'S OBLIGATIONS HEREUNDER SHALL BE SECURED BY THE REQUISITE INSURANCE COVERAGE AND AMOUNTS SET FORTH IN SECTION 10 OF THIS AGREEMENT.

12. 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, Consultant'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 Consultant at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Consultant shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Consultant acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Consultant, for City's right to terminate this Agreement for convenience.

(c) *Cancellation for Non-appropriated Funds.* 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 Consultant at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Consultant is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

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

i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Consultant will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

13. Materiality and Waiver of Breach.

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

14. Network Access.

(a) City Network Access. If Consultant, and/or any of its employees, officers, agents, servants or subcontractors (for purposes of this section "Consultant Personnel"), requires access to the City's computer network in order to provide the services herein, Consultant shall execute and comply with the Network Access Agreement which is attached hereto as Exhibit "C" and incorporated herein for all purposes.

(b) Federal Law Enforcement Database Access. If Consultant, or any Consultant Personnel, requires access to any federal law enforcement database or any federal criminal history record information system, including but not limited to Fingerprint Identification Records System ("FIRS"), Interstate Identification Index System ("III System"), National Crime Information Center ("NCIC") or National Fingerprint File ("NFF"), or Texas Law Enforcement Telecommunications Systems ("TLETS"), that is governed by and/or defined in Title 28, Code of Federal Regulations Part 20 ("CFR Part 20"), for the purpose of providing services for the administration of criminal justice as defined therein on behalf of the City or the Brownsville Police Department, under this Agreement, Consultant shall comply with the Criminal Justice Information Services Security Policy and CFR Part 20, as amended, and shall separately execute the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum. No changes, modifications, alterations, or amendments shall be made

to the Security Addendum. The document must be executed as is, and as approved by the Texas Department of Public Safety and the United States Attorney General.

15. Reporting Requirements. For purposes of this section, the words below shall have the following meaning:

Child shall mean a person under the age of 18 years of age.

Child pornography means an image of a child engaging in sexual conduct or sexual performance as defined by Section 43.25 of the Texas Penal Code.

Computer means an electronic, magnetic, optical, electrochemical, or other high-speed data processing device that performs logical, arithmetic, or memory functions by the manipulations of electronic or magnetic impulses and includes all input, output, processing, storage, or communication facilities that are connected or related to the device.

Computer technician means an individual who, in the course and scope of employment or business, installs, repairs, or otherwise services a computer for a fee. This shall include installation of software, hardware, and maintenance services.

If Consultant meets the definition of Computer Technician as defined herein, and while providing services pursuant to this Agreement, views an image on a computer that is or appears to be child pornography, Consultant shall immediately report the discovery of the image to the City and to a local or state law enforcement agency or the Cyber Tip Line at the National Center for Missing and Exploited Children. The report must include the name and address of the owner or person claiming a right to possession of the computer, if known, and as permitted by law. Failure by Consultant to make the report required herein may result in criminal and/or civil penalties.

16. 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.* Consultant shall not assign any of Consultant's rights under this Agreement, or delegate the performance of any of Consultant's duties hereunder, without the prior 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) *Review of Counsel.* The parties acknowledge that each party and its counsel have reviewed this Agreement and that the normal rules of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or exhibits hereto.

(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: Cirrus9 Solutions LLC
Will.williams@cirrus9solutions.com
(888)-CIRRUS9 (247-7879)

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.

(i) *No Boycott of Israel.* If Consultant has fewer than 10 employees or the Agreement is for less than $100,000, this section does not apply. Consultant acknowledges that in accordance with Chapter 2270 of the Texas Government Code, 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 Addendum, Consultant certifies that Consultant signature provides written verification to City that Consultant: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

(j) *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.

(k) *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.

(l) *Survival of Provisions.* The parties' duties and obligations pursuant to Section 8 (Disclosure of Conflicts and Confidential Information) and Section 10 (Liability and Indemnification) shall survive termination of this Agreement.

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: _____

APPROVED AS TO FORM
AND LEGALITY

_____

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

CONSULTANT

Signature: William N Williams III

Print Name: William Williams III

Title: CEO

Date: 11/22/2023

Cirrus9 Solutions
Systems Architecture and Engineering
Statement of Work

Prepared for: Jorge Cardenas, Director of IT for The City of Brownsville, TX
Prepared by: William Williams III of Cirrus9 Solutions
November 16, 2023

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Executive Summary

Cirrus9 Solutions brings a legacy of excellence and innovation to the City of Brownsville, embodying the pinnacle of systems engineering and architectural mastery. Our team, a collective of top experts in the field, stands ready to navigate the complexities of today's technology landscape, offering a partnership that will redefine the city's IT infrastructure. With a proven track record of designing, implementing, and maintaining sophisticated IT systems, we are the architects of reliability and the sentinels of security. Our commitment to troubleshooting and resolving technical issues swiftly and efficiently is unparalleled, ensuring minimal disruption and maximum performance for the systems that underpin the vibrant workings of Brownsville.

Our extensive experience serving diverse clients—from the Department of Defense to state and local agencies, and from civilian organizations to private corporations—has honed our ability not only to meet but exceed the stringent demands of varied computing environments. This experience has equipped us with the agility to modernize secure environments, the expertise to integrate disparate systems seamlessly, and the innovative spirit to develop groundbreaking technologies. At Cirrus9 Solutions, we do not just solve IT problems; we anticipate them, crafting robust, forward-looking solutions that stand the test of time and adapt to evolving needs.

For The City of Brownsville, our vision is clear: to leverage our high-quality Systems Engineering and Architecture personnel to forge a future where technology is a beacon of efficiency, security, and reliability. We are not just providing a service; we are fostering a partnership that brings our cumulative knowledge, experience, and innovative thinking to the city's doorstep. Working with Cirrus9 Solutions, The City of Brownsville will not only harness the expertise that has powered critical government and commercial operations but will also set a new benchmark for IT excellence that others will aspire to for years to come.

Primary Objectives

- Objective #1: Redesign the Systems Infrastructure and Migrate to the Cloud
- Objective #2: Enhance Security and Risk Management of the Systems Infrastructure
- Objective #3: Provide Operations and Maintenance of the Systems Infrastructure

Scope of Work

Our Scope of Work is a multi-faceted and strategic methodology that emphasizes agile yet thorough development and deployment practices, aligning with industry best practices for Systems Engineering and Architecture.

Systems and Infrastructure Design:

- Collaborate with stakeholders through a series of structured elicitation sessions utilizing techniques such as use case development, business process modeling, and requirements workshops to capture both functional and non-functional system requirements.
- Translate captured requirements into granular technical specifications through a rigorous decomposition process, supported by tools like SysML (Systems Modeling Language) and requirements management platforms to maintain traceability.
- Perform a technology selection matrix, incorporating factors such as interoperability, scalability, performance metrics, and total cost of ownership (TCO) to guide the procurement of optimal system components.

- Redesign the VMware infrastructure incorporating a virtualized network architecture to optimize resource utilization, resilience, and disaster recovery capabilities.
- Upgrade the Windows environment, which includes transitioning to Windows Server 2022, implementing Active Directory Federation Services (ADFS) for improved identity management, and harnessing the power of Windows Admin Center for streamlined management.
- Execute the migration to cloud services through a phased approach, employing IaaS and PaaS models from providers like Azure or AWS to ensure high availability and elastic scalability, while employing cloud migration assessment tools for a smooth transition.
- Implement a comprehensive Active Directory cleanup strategy using automated scripting and identity governance solutions to remove stale objects, streamline group structures, and enforce the principle of least privilege.

Security and Risk Management:

- Conduct a full-spectrum Vulnerability and Risk Assessment using industry-standard tools such as Nessus for vulnerability scanning, supplemented by manual penetration testing to uncover and prioritize system weaknesses.
- Research and integrate Security Standards like NIST SP 800 series and ISO/IEC 27001, tailoring their implementation to the specific context of municipal operations, ensuring compliance and robust security posture.
- Architect system security from the foundational level, incorporating secure-by-design principles, leveraging technologies such as SELinux for mandatory access control and employing encryption standards such as AES-256 for data at rest and TLS 1.3 for data in transit.

Operations and Maintenance:

Operational tasks will be governed by ITIL-aligned processes to ensure best practice service management, with particular emphasis on:

- Change Management: Controlled processes for system alterations, ensuring minimal disruption.
- Incident Management: Rapid response mechanisms for system outages or performance issues.
- Capacity Management: Proactive monitoring of system load to inform scaling decisions.

Detailed processes will be implemented for routine and complex operational tasks, including:

- VM/Server lifecycle operations: Utilizing automation tools such as Ansible for consistent deployment and teardown of virtual resources.
- Application Troubleshooting: Applying APM (Application Performance Management) tools to swiftly identify bottlenecks and errors.
- Patch Management: Employing WSUS (Windows Server Update Services) and Configuration Management Databases (CMDB) to maintain an up-to-date environment.
- License Monitoring: Utilizing software asset management tools for real-time license tracking to avoid underutilization or compliance breaches.

By adhering to this Scope of Work, we will enable the City of Brownsville to not only modernize its IT infrastructure but also lay a sustainable foundation for continuous improvement and innovation.

Project Management Approach

In approaching the systems engineering and architecture overhaul for the City of Brownsville, we will implement a rigorous project management framework grounded in the principles of the Information Technology Infrastructure Library (ITIL). Our project management approach is meticulously designed to

align with ITIL's practices, ensuring a service lifecycle that is efficient, reliable, and responsive to the city's evolving needs.

Our project initiation phase begins with the ITIL Service Strategy, wherein we establish a clear understanding of the city's objectives, delineate the value of services provided, and construct a comprehensive project charter. This foundational strategy will guide decision-making processes throughout the project lifecycle, ensuring that the city's investments are aligned with measurable business goals and outcomes.

As we transition into the Service Design phase, our project plans will reflect a detailed blueprint of the proposed IT systems architecture. This includes the integration of new technologies, the redesign of VMware and Windows environments, and the strategic migration to cloud services. Within this phase, we will also articulate the service management processes, focusing on capacity, availability, and IT service continuity management, ensuring that these plans adhere to ITIL V4's holistic approach to risk management.

The Service Transition phase, crucial to the project, will be managed with an emphasis on change control and release management, with ITIL's Change Management practices serving as a guiding framework. We will meticulously plan and monitor each change request, ensuring minimal service disruption and transparent communication with all stakeholders. The deployment of new systems, including the upgrades and cloud migrations, will be orchestrated to ensure seamless integration with existing city services and operations.

During the Service Operation phase, we will implement ITIL's operational best practices, focusing on incident management, problem management, and event management. Our project management team will establish an operations control center, equipped to monitor systems, manage technical issues, and ensure that all IT services are delivered effectively. Our approach includes a robust feedback loop, allowing continuous improvement and agile responsiveness to operational challenges.

Lastly, we will adopt ITIL's Continual Service Improvement (CSI) practices, where our project closeout phase will not signify the end of our engagement but the beginning of an ongoing process to refine and enhance the city's IT systems. We will provide comprehensive documentation, performance analytics, and a structured plan for future improvements, ensuring that the city's IT infrastructure remains at the forefront of technological advancements.

Throughout the entire project lifecycle, our project management office (PMO) will employ ITIL-aligned tools and methodologies, such as service dashboards for real-time project tracking, and ITSM platforms to streamline collaboration across the project team and city stakeholders. Our commitment is not just to deliver a project but to institute a sustainable, evolving IT architecture that will serve the City of Brownsville for years to come.

Team Structure and Credentials

The dedicated team poised to undertake the City of Brownsville's systems engineering and architecture initiative is a dynamic duo, each bringing a wealth of knowledge and a proven track record of excellence in complex IT environments.

Team Composition:

Systems Architect:

- Carries the overarching responsibility for the conceptualization and design of the new systems infrastructure, ensuring that every technical decision aligns with Brownsville's operational objectives and technological aspirations.
- A distinguished professional with over a decade of experience in systems architecture, specifically adept in high-level planning and translating stakeholder requirements into actionable technical blueprints.

Senior Systems Engineer:

- Focused on the implementation and fine-tuning of the designed systems, bringing the architect's vision to life through hands-on technical expertise and acute attention to detail.
- Boasts extensive experience in the nuts and bolts of systems engineering, with a knack for problem-solving and optimization in complex IT ecosystems.

Credentials:

Team members are not only academically accomplished, with one member holding a Bachelor of Science Degree in Computer Science with a minor in Mathematics, but also come extensively certified, showcasing a commitment to continuous professional development:

Professional Certifications:

- CompTIA Security+: Establishing core security functions and best practices.
- VMware Certified Professional – Data Center Virtualization (VCP-DCV): Expertise in vSphere 6.5, signifying advanced VMware virtualization and infrastructure management skills.
- Cisco Certified Network Professional (CCNP): Advanced networking knowledge and skills, including the ability to implement and troubleshoot complex network infrastructures.
- CompTIA A+ & Network+: Fundamental certifications covering essential IT operational roles and networking concepts.
- Microsoft Certified Solutions Associate (MCSA) Server 2008 and Microsoft Certified Solutions Expert (MCSE) 2012: Proficiency in Microsoft Server technologies and the ability to design and build technology solutions.
- VCP-DCV 6.5: Demonstrating comprehensive understanding of VMware virtual environment management.

Technical Proficiencies:

- In-depth experience with critical network services and applications, including Domain Controllers, DHCP, DNS, and Exchange.
- Proficient in managing and optimizing Active Directory and OpenLDAP.
- Skilled in various programming and scripting languages such as JavaScript, HTML, and JAVA, essential for custom scripting and automation tasks.
- Familiarity with defense and security tools like VMS, RETINA, SCAP, and SCC for comprehensive vulnerability management and security compliance.
- Expertise in storage and data management solutions, including DFSR and Veritas NetBackup, and adept in disaster recovery planning.
- Experience with the intricacies of virtualization technologies, demonstrated through proficiency with VMware.
- Cloud platforms expertise encompassing solutions architecture on Azure, AWS, and GCP, ensuring scalable, resilient, and flexible system designs.

The combined expertise of this team, reflected in over two decades of field experience and a suite of relevant certifications, sets the foundation for a project engineered for success. We are confident that this team's qualifications and the collaborative synergy between the architect and engineer will deliver an IT architecture that is robust, scalable, and future-proof for the City of Brownsville.

Project Deliverables

This section outlines the key project deliverables, each meticulously designed to fulfill the specific objectives laid out in our agreement with the City of Brownsville. These deliverables represent crucial components in achieving our shared vision of a technologically advanced, secure, and efficient IT infrastructure, ensuring tangible results and measurable progress throughout the project lifecycle.

- Deliverable #1: Systems Infrastructure Redesign and Cloud Migration Strategy
  - Description: This deliverable focuses on achieving Objective #1, which is the redesign of the systems infrastructure and its migration to a cloud environment. It will involve a detailed analysis and restructuring of the current systems architecture to ensure it is optimized for cloud integration. The deliverable will include a comprehensive cloud migration strategy, outlining the steps for transferring services and data to cloud platforms like AWS or Azure, ensuring minimal disruption and maximum efficiency.
- Deliverable #2: Security Enhancement and Risk Management Framework
  - Description: Aligning with Objective #2, this deliverable emphasizes enhancing the security and risk management aspects of the systems infrastructure. It will involve conducting a thorough security audit, identifying potential vulnerabilities, and implementing robust security protocols. This deliverable will also include the development of a risk management framework that adheres to industry standards like NIST and ISO/IEC 27001, ensuring the infrastructure's resilience against various cyber threats.
- Deliverable #3: Operations and Maintenance Protocol Development
  - Description: Corresponding to Objective #3, this deliverable is focused on providing ongoing operations and maintenance support for the systems infrastructure. It will involve the creation of standardized operating procedures, maintenance schedules, and performance monitoring systems. This deliverable aims to ensure the long-term efficiency, reliability, and scalability of the IT infrastructure, with a focus on proactive management and regular updates to keep the systems in line with the latest technological advancements.

Milestones

The following milestones are structured to guide the successful execution of our project with the City of Brownsville, ensuring that each phase is aligned with our strategic objectives and Scope of Work. These milestones represent key achievements in the journey towards modernizing and securing the city's IT infrastructure, setting the framework for an efficient, secure, and future-ready technological environment.

- Milestone 1: Initial Infrastructure Assessment
  - Conduct a comprehensive assessment of the existing systems infrastructure.
- Milestone 2: Cloud Migration Strategy Development
  - Develop a detailed strategy for migrating to cloud platforms.

- Milestone 3: Security Risk Analysis
  - Perform a thorough security risk analysis of the current systems infrastructure.
- Milestone 4: Infrastructure Redesign Planning
  - Finalize the plan for redesigning the systems infrastructure for cloud compatibility and enhanced security.
- Milestone 5: Cloud Migration Pilot Test
  - Execute a pilot test for migrating a segment of the infrastructure to the cloud.
- Milestone 6: Full-Scale Cloud Migration Execution
  - Implement the full-scale migration of the systems infrastructure to the cloud environment.
- Milestone 7: Security Enhancement Implementation
  - Roll out enhanced security measures based on the risk analysis findings.
- Milestone 8: Operations and Maintenance Protocols Development
  - Develop and finalize operations and maintenance protocols for the new infrastructure.
- Milestone 9: Staff Training and Knowledge Transfer
  - Conduct comprehensive training sessions for City of Brownsville IT staff on the new systems and maintenance protocols.
- Milestone 10: Final System Review and Optimization
  - Perform a final review of the systems post-migration and optimization for efficiency and security.

Pricing and Payment Terms

At Cirrus9 Solutions, we understand that the value we bring to our clients extends far beyond the immediate scope of our services. It is reflected in the enduring quality, reliability, and efficiency of the systems we design and implement. Our cost structure is meticulously crafted to ensure that The City of Brownsville receives the most cost-efficient service without compromising on the superior quality that we are known for. By optimizing our resource allocation and leveraging the profound expertise of our team, we deliver systems engineering and architecture solutions that meet current technological demands and are scalable to accommodate future growth and innovation.

Cost Breakdown

For the duration of this contract, Cirrus9 Solutions will provide The City of Brownsville with a dedicated team comprising one Systems Architect and one Senior Systems Engineer. Their combined expertise and strategic oversight will spearhead the transformation of your IT infrastructure.

First Year:

- **Systems Architect:** With an hourly rate of **$150**, the Systems Architect will accrue a total of **2080** hours over the course of the year, resulting in a contract total of **$312,000**.
- **Senior Systems Engineer:** Charged at **$120** per hour, our Senior Systems Engineer will also contribute 2080 hours annually, culminating in a contract total of **$249,600**.
- In total, the investment for the professional services rendered by our team for the first year amounts to **$561,600**.

Second Year:

- **Systems Architect:** With an hourly rate of **$153**, the Systems Architect will accrue a total of **2080** hours over the course of the year, resulting in a contract total of **$318,240**.
- **Senior Systems Engineer:** Charged at **$122.40** per hour, our Senior Systems Engineer will also contribute 2080 hours annually, culminating in a contract total of **$254,592**.

- In total, the investment for the professional services rendered by our team for the second year amounts to **$572,832**.

It is essential to note the following:

- In total, the investment for the professional services rendered by our team for the first and second year amounts to **$1,134,432**.
- For the second year of the project, there will be a 2% increase in the hourly rates across all service categories. This adjustment is in line with our standard practice for long-term projects to account for inflation and increased operational costs.
- The contract totals outlined above encapsulate only the costs for professional services rendered by Cirrus9 Solutions' personnel.
- Any hardware, software, or licenses required to complete the project's objectives will be considered out of scope for this contract and should be procured by The City of Brownsville separately.
- To maintain transparency and predictability in our billing, this contract is structured to exclude any overtime rates. All services will be performed within the standard workweek hours (Monday-Friday 8:00am-5:00pm), ensuring project costs remain within the agreed-upon budget.

Terms and Conditions

This section of the Systems Engineering/Architecture Scope of Work outlines the terms and conditions under which Cirrus9 Solutions shall provide services to The City of Brownsville. Our goal is to establish a partnership that is clear, fair, and beneficial to both parties. The following stipulations will govern the agreement:

Duration of Services:

The services provided under this agreement shall commence upon contract award and continue for a period of two (2) years. Upon conclusion of the initial term, The City of Brownsville shall have the option to renew the contract for subsequent one-year periods, subject to mutual agreement of terms, conditions, and pricing.

Contract Type:

This agreement shall be a firm fixed price contract. The price quoted in the final proposal represents the total cost for the completion of the services outlined in the scope of work. This price includes all labor, materials, overhead, profit, and other direct or indirect costs associated with the deliverables of this project.

Price for Services:

The fixed price for the services outlined in the proposal is based upon the assumptions of costs known at the time of proposal submission. The price is not subject to change due to cost fluctuations or overruns. Any modifications or additional services beyond the agreed-upon scope of work will be negotiated separately and may result in adjustments to the contract price.

Travel and Additional Costs:

The firm fixed price includes all anticipated costs for the delivery of services without the need for travel. In the event that travel is necessary to fulfill the requirements of the scope of work, additional costs will be incurred. These costs will include, but are not limited to, transportation, lodging, per diems, and any other ancillary travel expenses. Such costs will be pre-approved by The City of Brownsville and billed at

actual expense, with no markup. A detailed estimate will be provided to The City of Brownsville for approval prior to any travel.

Invoicing and Payment:
Invoices shall be submitted monthly. Payment shall be due within thirty (30) days of the invoice date. Late payments may be subject to interest penalties as permitted under applicable laws.

Confidentiality and Non-Disclosure:
Both parties agree to maintain the confidentiality of any proprietary information, trade secrets, and other sensitive information acquired during the course of this contract. Each party shall take reasonable steps to ensure that such information is not disclosed or distributed by its employees or agents in violation of the terms of this agreement.

These terms and conditions are crafted to offer both parties a clear and structured framework for the engagement, ensuring the provision of high-quality Systems Engineering and Architecture services while safeguarding the interests and anticipations of The City of Brownsville. Further detailed clauses, appendices, or amendments may be attached as necessary to facilitate the specifics of the project deliverables and responsibilities.

By executing this proposal, both parties affirm their understanding and acceptance of these terms and conditions, committed to a partnership that ensures the fruition of a robust and innovative technological landscape for The City of Brownsville.

Conclusion

As we finalize the details in this Statement of Work, we at Cirrus9 Solutions would like to underscore our dedication to supporting the City of Brownsville in its journey towards technological enhancement and operational superiority. This Statement of Work has been meticulously designed to align with the City's strategic goals, financial considerations, and its vision for innovation and efficiency.

In this document, we have presented a comprehensive plan that capitalizes on the exceptional abilities of our team, our adherence to ITIL standards in project management, and our commitment to delivering a technical solution that is both scalable and secure. Our pricing model is competitive, reflecting our commitment to provide value-driven services for the future of Brownsville.

Our team is ready to implement a state-of-the-art systems architecture that will be instrumental in the City's growth, ensuring the security of its digital environment, and enhancing the efficiency of its service offerings. In selecting Cirrus9 Solutions, Brownsville is not merely choosing a service provider but is engaging with a partner dedicated to reliability, innovation, and a deep commitment to community needs.

We eagerly anticipate the opportunity to actualize this project, building a lasting relationship that will enable the City of Brownsville to realize its aspirations. With Cirrus9 Solutions, the path ahead for municipal systems engineering and architecture is promising and transformative.

We appreciate your consideration of this Statement of Work. Our team is enthusiastic about the prospect of collaborating and remains available to address any additional queries or discussions to facilitate a well-informed decision for this crucial project.

End of Exhibit A

Exhibit B

Certificate of Insurance

Exhibit C
Network Access Agreement

1. The Network. The City owns and operates a computing environment and network (collectively the "Network"). Consultant wishes to access the City's network in order to provide description of services. In order to provide the necessary support, Consultant needs access to description of specific Network systems to which Consultant requires access, i.e., Internet, Intranet, email, etc. ("Access").

2. Grant of Limited Access. Consultant is hereby granted a limited right of access to the City's Network for the sole purpose of providing description of services. Such access is granted subject to the terms and conditions set forth in this Agreement and applicable provisions of the City's personnel manual with regards to Electronic Communications Resource Use Policy, as may be amended, of which such applicable provisions are hereby incorporated by reference and made a part of this Agreement for all purposes herein and are available upon request.

3. Network Credentials. The City will provide Consultant with Network Credentials consisting of user IDs and passwords unique to each individual requiring Network access on behalf of the Consultant. Access is being granted for purposes of completing services for the City pursuant to the Agreement and Access shall expire at the completion of the, or upon termination of the Agreement, whichever occurs first.

4. Renewal. This Network Access Agreement shall be renewed in accordance with the Agreement if the following conditions are met:

    4.1. Contracted services have not been completed;

    4.2. Contracted services have not been terminated; and

    4.3. Within the thirty (30) days prior to the scheduled annual expiration of this Agreement, the Consultant has provided the City with a current list of its officers, agents, servants, employees or representatives requiring Network credentials.

    Notwithstanding the scheduled contract expiration or the status of completion of services, Consultant shall provide the City with a current list of officers, agents, servants, employees or representatives that require Network credentials on an annual basis. Failure to adhere to this requirement may result in denial of Access and/or termination of this Network Access Agreement.

5. Network Restrictions. Consultant officers, agents, servants, employees or representatives may not share the City-assigned user IDs and passwords. Consultant acknowledges, agrees and hereby gives its authorization to the City to monitor Consultant's use of the City's Network in order to ensure Consultant's compliance with this Network Access Agreement. A breach by Consultant, its officers, agents, servants, employees or representatives, of this Agreement and any other written instructions or guidelines that the City provides to Consultant pursuant to this Network Access Agreement shall be grounds for the City immediately to deny Consultant access to the Network and Consultant's Data, terminate the Agreement and the Network Access Agreement, and pursue any other remedies that the City may have under the Agreement or this Network Access Agreement or at law or in equity.

    5.1. Notice to Consultant Personnel - For purposes of this section, Consultant Personnel shall include all officers, agents, servants, employees, or representatives of Consultant. Consultant shall be responsible for specifically notifying all Consultant Personnel who will provide services to the City under this Agreement of the following City requirements and restrictions regarding access to the City's Network:

    5.2. Consultant shall be responsible for any City-owned equipment assigned to Consultant Personnel, and will immediately report the loss or theft of such equipment to the City;

    5.3. Consultant, and/or Consultant Personnel, shall be prohibited from connecting personally-owned computer equipment to the City's Network;

    5.4. Consultant Personnel shall protect City-issued passwords and shall not allow any third party to utilize their password and/or user ID to gain access to the City's Network;

    5.5. Consultant Personnel shall not engage in prohibited or inappropriate use of Electronic Communications Resources as described in the City's adopted policies;

5.6. Any document created by Consultant Personnel in accordance with this Agreement is considered the property of the City and is subject to applicable state regulations regarding public information;

5.7. Consultant Personnel shall not copy or duplicate electronic information for use on any non-City computer except as necessary to provide services pursuant to this Agreement;

5.8. All network activity may be monitored for any reason deemed necessary by the City; and

5.9. A Network user ID may be deactivated when the responsibilities of the Consultant Personnel no longer require Network access.

6. Termination. In addition to the other rights of termination set forth herein, the City may terminate this Network Access Agreement at any time and for any reason with or without notice, and without penalty to the City. Upon termination of this Network Access Agreement, Consultant agrees to remove entirely any client or communications software provided by the City from all computing equipment used and owned by the Consultant, its officers, agents, servants, employees and/or representatives to access the City's Network.

7. Information Security. Consultant agrees to make every reasonable effort in accordance with accepted security practices to protect the Network credentials and access methods provided by the City from unauthorized disclosure and use. Consultant agrees to notify the City immediately upon discovery of a breach or threat of breach which could compromise the integrity of the City's Network, including but not limited to, theft of Consultant-owned equipment that contains City-provided access software, termination or resignation of officers, agents, servants, employees or representatives with access to City-provided Network credentials, and unauthorized use or sharing of Network credentials.

ENTERPRISE APPLICATION DEPARTMENT

IT Systems Architecture and Engineering

IT Systems Architecture and Engineering

What needs Improvement?	• Systems Infrastructure
Who has this problem?	• City of Brownsville
Why do we need to address the problem?	• Upgrade old equipment • Improve Security • Protect all types of data from theft and damage and Improve network connectivity
How will I know this problem has been solved?	• Cost Savings • Increased Productivity • Improved Infrastructure & Security • Future Proofing

PROPOSAL

Solution

- **Cirrus9 Solutions**

- **Systems Management**: Ensure the efficient operation of our existing systems infrastructure.
- **Systems Operation**: Handle the day-to-day operations of the systems infrastructure. Ensuring that systems like ACCELA, LOGOS, timeclock, and all other applications in the city are working in optimum conditions.
- **Technology Integration**: Integrate new technologies into the existing systems infrastructure.
  - **Implementing New Technologies**: As technology evolves, the City needs to stay up-to-date to maintain a competitive edge. Engineers will be responsible for implementing new technologies that can improve efficiency and performance.
  - **Updating Equipment**: Data center equipment has become obsolete over time. The engineers will ensure that all equipment is up-to-date and capable of meeting the current demands of the City.
  - **Cloud Migration**: The plan is to move our servers to the cloud to increase flexibility and scalability. The engineers will play a crucial role in this migration process, ensuring a smooth transition with minimal downtime.

Benefit

1. **Cost Efficiency**: Outsourcing can be more cost-effective than hiring full-time staff, as it eliminates the need for recruitment, training, and benefits expenses.
2. **Access to Expertise**: Outsourcing providers have a team of experts with extensive experience in managing data centers, ensuring that the operations are handled efficiently and effectively.
3. **Scalability**: As the City grows, the service provider can easily scale up the operations to meet your increasing needs.
4. **Focus on Core Business**: Outsourcing allows the City focus on its core competencies, while the service provider takes care of the data center operations.

Cost

- **$Year 1:** $572,000.00
- **$Year 2:** $572,000.00
- **2-year Contract**
- **Funding Source:**
  - **Account: 809-9110-876-013**

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Joel Garza, Mobility Director
Date:	Tuesday, December 5, 2023
Agenda #:	Consideration and **ACTION** to approve the Memorandum of Understanding between Cameron County and the City of Brownsville in order to receive the county's financial support to provide public transportation to disadvantaged areas. (Multimodal Transportation Department)

Summary:
In collaboration with the City of Brownsville, Cameron County is requesting the approval of the Memorandum of Understanding, which will become effective on October 1, 2023, until September 30, 2025, to provide public transportation to low-income areas of Cameron County with the Federal Transit Administration's Federal 5307 Program Funds. The County will contribute $111,142 per year, totaling $222,283 for two years. Route 30 provides access to the southernmost rural part of Cameron County, and it connects with the urbanized area, allowing residents to transfer to other routes within the city, a service provided by B-Metro.

Project Scope and Analysis:
To allow low income rural areas access to public transportation at no cost to the citizens of Cameron County.

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommeds approval.

Commission Pillar:
Quality of Life

Attachments:

1. MOU Cameron County_CAO Signed

Cameron County Commissioners' Court
Agenda Request Form

No. 2-H

Date: NOVEMBER 2, 2023 Meeting Date Request: NOVEMBER 7, 2023

Deadline for Action: NOVEMBER 7, 2023 Contact Person: PETE SEPULVEDA, JR

Department: COUNTY ADMINISTRATOR Phone: 956-544-0830 Fax:

Department Head Name: PETE SEPULVEDA, JR. Signature: Sign For

Caption:

[CONSENT ITEM]

CONSIDERATION AND POSSIBLE APPROVAL OF CONTRACT NO. 2023C11073 BETWEEN THE CITY OF BROWNSVILLE AND CAMERON COUNTY. (PSJ – COUNTY ADMINISTRATOR)

Background: *(Briefly summarize your request, if needed use separate sheet(s) or attach supporting documentation).*

PLEASE FILL IN ALL BLANKS WITH REQUIRED INITIALS AND FISCAL DATA INFORMATION OR PLACE N/A IF IS NOT APPLICABLE:

County Judge N/A Auditor N/A Budget Legal Human Resources N/A Purchasing N/A

1295 Form

Fiscal Data:

Dept. Name: Fund No.

Funds Available: Yes - No -

Funds From:

Department: Yes No - Amt. Expended : $

General: Yes - No - Impact on future budget: Yes - No -

Grant: Yes - No -

Comments:

Action taken by Commissioners' Court

Approved Tabled Denied Motion made by Seconded Vote

CONTRACT NO .2023C11073

MEMORANDUM OF UNDERSTANDING

PARTNERSHIP FOR FISCAL YEAR OF 2024 AND 2025 FOR THE CONTINUATION OF PUBLIC TRANSPORTATION TO LOW INCOME AREAS IN THE CAMERON COUNTY, TEXAS WITH THE FEDERAL TRANSIT ADMINISTRATION'S FEDERAL 5307 PROGRAM FUNDS

THIS MEMORANDUM OF UNDERSTANDING AGREEMENT is made by and between the City of Brownsville hereinafter to as "the City" and Cameron County Texas hereinafter referred to as "the County" pursuant to the Texas Inter-local Cooperation Act.

WHEREAS, the City and the County have determined that it is in the best interest and general welfare of the City and the County and its citizens that Public Transportation to low-income areas in the County be provided; and

WHEREAS, the Federal Transit Administration's 5307 operating grant funds the City to develop, promote or support transportation to work and work related services for low income residents; and

WHEREAS, the City has used federal grant funds to provide public transportation services to Cameron County low-income residents through partnerships with the County, the Cameron County Workforce Development Board, and the Lower Rio Grande Valley Development Council;

NOW, THEREFORE, the parties agree as follows:

I. MEMORANDUM OF UNDERSTANDING TIME PERIOD

This MOU becomes effective on **October 1, 2023.This** MOU shall remain in effect until **September 30, 2025**, unless terminated or otherwise modified in an Amendment. Any cost incurred before or after the period covered by this MOU shall be ineligible for reimbursement.

II. ENGAGEMENT AND DUTIES

The City shall commence, carry out, and complete the public transportation project described in the project description attached to this agreement (See Attachment 1 - Project Description). The County shall contribute funding for operating assistance to the City within thirty (30) days after this MOU is fully executed by both parties.

III. COMPENSATION

The County will contribute **$111,142** per year totaling **$222,283** for the two (2) year period to the City for operating assistance as specified in Section II. It is specifically understood and agreed that it will be necessary for the City and the County to review and periodically adjust the level of financial commitment required by the County based on actual costs to provide the proposed service and future adjustments to the eligible low-income areas. The funds will be paid from Cameron County's current revenues.

IV. TERMINATION

This agreement may be terminated at any time by the mutual agreement of the parties set forth in writing and signed by the parties or terminated by either party within ninety (90) days' notice, in writing, to the other party. Any costs incurred up to the date of termination shall be paid for as agreed herein.

V. ENTIRE AGREEMENT

The instrument and its attachments contain the entire agreement between the parties relating to the rights herein granted and obligations herein assured. Any oral representations or modifications concerning this instrument shall be of no force or effect except a subsequent modification in writing, signed by the party to be changed.

VI. BREACH OF OBLIGATION

The failure to perform any of the material obligations of this MOU shall constitute a breach, which may result in termination. Any party claiming that a material condition has been breached shall have the right to terminate this MOU.

VII. LAW COVERING

This MOU shall be governed by and construed in accordance with the laws of the State of Texas.

VIII. VENUE

The obligations and undertakings of each of the parties to this MOU shall be performable in Cameron County, Texas.

IX. AUTHORITY

The City hereby certifies that it is authorized to enter this MOU, and the Commission has authorized the execution of the same by its City Manager. The County hereby certifies that it is authorized to enter into this MOU and that its Commissioners County has authorized the execution of the same by the County Judge.

INWITNESS WHEREOF the undersigned, being duly authorized by their respective governing bodies, has signed the present Memorandum of Understanding in duplicate counterparts.

CITY OF BROWNSVILLE

John Cowen, Mayor

DATE:

CAMERON COUNTY

Sofia C. Benavides County Judge Protem

DATE: 11/07/2023

Attested by:

Yolanda Galarza, City Secretary

Attested by:

Sylvia Garza-Pérez, County Clerk

COMMISSIONER'S COURT CAMERON COUNTY, TEXAS

APPROVED AS TO FORM

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

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Joel Garza, Mobility Director
Date:	Tuesday, December 5, 2023
Agenda #:	Consideration and **ACTION** on Interlocal Cooperation Agreement between the City of Brownsville and the City of Harlingen, Texas for utilizing funds for the purchase of traffic control devices and equipment. (Multimodal Transportation Department)

Summary:
The City of Brownsville and the City of Harlingen in Cameron County, Texas, have entered into an Interlocal Cooperation Agreement under the Texas Interlocal Cooperation Act. They aim to replace traffic signal equipment within their municipalities and will provide a list of intersections for equipment replacement, along with estimated costs. Brownsville will serve as the fiduciary agent and enter into an Advance Funding Agreement with the Texas Department of Transportation. The total estimated cost for equipment replacement is not specified, and the cities will each contribute a 20% city match as required by the Advance Funding Agreement. Upon execution and receipt of funds, Brownsville will procure the equipment and manage compliance. The agreement will terminate upon equipment distribution, with each city responsible for installation and maintenance. It also includes provisions for legal compliance, waiver, and notice.

Project Scope and Analysis:
Brownsville and Harlingen in Cameron County, Texas, have partnered to replace traffic signal equipment. Brownsville will handle the procurement using an Advance Funding Agreement with the Texas Department of Transportation. Each city will provide a 20% match, and costs will be shared. The agreement outlines legal terms, waiver conditions, and notice procedures.

Funding:

Source: NA

Amount: 00.00

Local Contribution if Applicable: 0.00

Recommendation:
Multimodal Transportation Staff recommends approving the interlocal agreement with Harlingen.

Commission Pillar:
Infrastructure, Public Safety, Quality of Life

Attachments:
1. Interlocal Agreement Bro_Har for AFA Traffic Signalization

STATE OF TEXAS

COUNTY OF CAMERON

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF BROWNSVILLE AND THE CITY OF HARLINGEN, TEXAS FOR UTILIZING FUNDS FOR THE PURCHASE OF TRAFFIC CONTROL DEVICES AND EQUIPMENT.

THIS agreement is made on this ___ day of _____ , _____, 2023 by and between the CITY OF BROWNSVILLE, TEXAS, hereinafter referred to as "BROWNSVILLE," and the CITY OF HARLINGEN, TEXAS, hereinafter referred to as "HARLINGEN," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, BROWNSVILLE and HARLINGEN are home rule municipalities located in Cameron County, Texas;

WHEREAS, BROWNSVILLE and HARLINGEN desire to synchronize traffic lights throughout various portions of the city limits of each municipality; and

WHEREAS, BROWNSVILLE and HARLINGEN have agreed to provide a list of proposed intersections requiring replacement equipment along with the corresponding costs; and

WHEREAS, BROWNSVILLE has agreed to serve as the fiduciary agent for the procurement of such equipment and to enter into an Advance Funding Agreement with the Texas Department of Transportation for the purpose of such procurement of equipment on behalf of both municipalities; and

WHEREAS, BROWNSVILLE will need to pay TxDOT direct state cost 30 days after an AFA is adopted and 60 days before construction of this project; and

WHEREAS, BROWNSVILLE will need to pay TxDOT indirect state cost for this project; and

WHEREAS, the estimated total cost for the recommended light synchronization will be $1,118,500; and

WHEREAS, the estimated cost for Brownsville, Texas will be $1,058,000; and

WHEREAS, the estimated cost for Harlingen, Texas will be $60,500; and

WHEREAS, BROWNSVILLE and HARLINGEN have agreed to pay the city match (20%), as required by the Advance Funding Agreement, to BROWNSVILLE for the procurement of traffic control devices, equipment, and procedures, and any excess costs or savings will be shared between the municipalities in proportion to the percentage share of the total cost;

WHEREAS, BROWNSVILLE and HARLINGEN are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW, THEREFORE, BROWNSVILLE and HARLINGEN, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. BROWNSVILLE agrees to enter into an Advance Funding Agreement with the Texas Department of Transportation, and to serve as the fiduciary agent for the purpose of procuring traffic signal equipment on behalf of BROWNSVILLE and HARLINGEN. The traffic signal equipment includes GPS Clocks, and Cabinet/Controllers. The municipalities have provided an itemized list of each municipality's needed equipment, along with the estimated cost and required city match. The itemized list and estimated cost are attached to this agreement as Exhibit A, and are incorporated herein for all purposes.
2. HARLINGEN desires to procure cabinets and GPS equipment as is reflected in Exhibit A. The total cost of said equipment is $60,500, which is 5.41% of the total cost of all replacement equipment to be procured pursuant to this agreement. HARLINGEN agrees to pay BROWNSVILLE on or before October 1, 2024, the amount of $12,100, which amount reflects HARLINGEN's match as is required by the Advance Funding Agreement and any additional overrun cost associated with this project. Immediately upon execution of this Agreement, HARLINGEN shall deliver to BROWNSVILLE the specifications of said equipment.
3. Upon execution and receipt of all funds stated in this agreement, BROWNSVILLE will procure all replacement equipment pursuant to the Texas Procurement Act, Texas Department of Transportation procurement procedures, and City of Brownsville purchasing policies. BROWNSVILLE shall be responsible to comply with the requirements of the Advance Funding Agreement, including all requests for reimbursements. Any excess costs or savings will be shared between the municipalities in proportion to the percentage share of the total cost.
4. The municipalities understand that this Agreement is for the sole purpose of procuring the required replacement equipment only. Upon payment for, and receipt of the equipment by each municipality, and the subsequent distribution of any excess costs or savings, this Agreement shall terminate. It shall be the responsibility of each municipality to install and maintain its respective equipment, including making any warranty or other similar claims.
5. **Conflict of Applicable Law:** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive, or judicial regulation, order, or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.
6. **No Waiver:** No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
7. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agreement or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by BROWNSVILLE and HARLINGEN and not otherwise.
8. TEXAS LAW TO APPLY: THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN CAMERON COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN CAMERON COUNTY, TEXAS.

9. **Additional Documents:** The parties covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this agreement.
10. **Successors:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
11. **Assignment:** This Agreement shall not be assignable.
12. **Headings:** The headings and captions contained in this Agreement are solely for the convenience reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.
13. **Notice:** Except as maybe otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Brownsville:

City of Brownsville

1001 E. Elizabeth Street

Brownsville, Texas 78520

If to Harlingen:

City of Harlingen

118 E. Tyler Ave

Harlingen, Texas 78550

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

14. **Gender and Number:** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neuter gender, and singular shall include the plural whenever and as often as may be appropriate.
15. **Authority to Execute:** The execution and performance of this Agreement by BROWNSVILLE and HARLINGEN have been duly authorized by all necessary laws, resolutions, or corporate action,

and this Agreement constitutes the valid and enforceable obligations of the Cities in accordance with its terms.

16. **Governmental Purpose:** Each party is entering into the agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
17. **Commitment of Current Revenues Only:** In the event that during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, the affected party shall use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

CITY OF BROWNSVILLE

_____
Mayor, John Cowen Jr.

ATTEST:

_____
City Secretary, Yolanda Galarza

CITY OF HARLINGEN

_____
Mayor, Norma Sepulveda

ATTEST:

_____
City Secretary, Amanda Elizondo

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Doro Garcia, Public Works/Engineer Director
Date:	Tuesday, December 5, 2023
Agenda #:	Consideration and **ACTION** to award contract #PDL-135-0923 for the purchase and delivery of Limestone to the City for Brownsville. (Engineering & Public Works Department)

Summary:
The City of Brownsville Purchasing Department received two (2) bids for the Purchase and Delivery of Limestone on Thursday, September 21, 2023. After reviewing and evaluating the bids, the recommendation is to award the contract for the Purchase and Delivery of Limestone for the City of Brownsville to the responsive and responsible vendors, Vulcan Construction Materials, LLC., as Primary Vendor and DirtRocks, LLC., as Secondary Vendor, a contract for the Purchase and Delivery of Limestone for the City of Brownsville. The terms of this contract shall commence upon approval by the City Commission for three (3) years with the option for two (2) one (1) year terms.

Project Scope and Analysis:
The limestone material is utilized on projects that require a base for concrete pads, parking lots, streets, alleys, curbs, gutters and sidewalks. The Engineering and Public Works Department are the primary users of this material.

Funding:

Source: Funding source will vary based on project accounts.

Amount: Varies based on projects.

Local Contribution if Applicable:

Recommendation:
The City of Brownsville Engineering & Public Works Department recommends the approval to award a contract for the Purchase and Delivery of Limestone for the City of Brownsville to Vulcan Construction Materials, LLC as Primary Vendor and DirtRocks, LLC as Secondary Vendor.

Commission Pillar:
Infrastructure Pillar

Attachments:
1. PDL-135-0923 Procurement Analysis(Limestone)
2. PDL-135-0923 Dirt Rocks Matter Management Agreement 11.14.23
3. PDL-135-0923 Vulcan Construction Materials (Primary Vendor) Matt_5866_1 (002)
4. PP Presentaion Limestone Contract (PDL-135-0923)r1

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Monday, October 16, 2023
To: Ms. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Doro Garcia, Engineering and Public Works Director

Subject: Agenda Item for the City Commission meeting of Tuesday, November 7, 2023 "Consideration and Action to Award a contract for the Purchase and Delivery of Limestone for the City of Brownsville **# PDL-135-0923**

At the request of Mr. Doro Garcia, Engineering and Public Works Director, the Finance Department-Procurement Division solicited a formal sealed Invitation for Bids for the aforementioned project.

PROJECT MILESTONES WERE ACCOMPLISHED AS FOLLOWS:

1. The legal advertisements appeared in The Brownsville Herald two (2) times: on August 27, 2023, and September 036, 2023, and were posted on the Purchasing website. There was Zero (0) addendum issued during the process.

2. A Pre-Bid Meeting was held on Wednesday, September 6, 2023, at 10:00 A.M. CT

3. Sealed Bids were received for the subject project on Thursday, September 21, 2023, at 2:00 P.M. CT A total of Two (2) submittals were received. Submittals were acknowledged by the Procurement Services staff. Submitting vendors were:

   - Vulcan Construction Materials, LLC.
   - DirtRocks, LLC

PROCUREMENT SUMMARY: The Purchase and Delivery of Limestone for the City of Brownsville

1. The BIDs were evaluated, negotiated and a recommendation was to award the contract for the Purchase and Delivery of Limestone for the City of Brownsville to the responsive and responsible vendor, Vulcan Construction Materials as the Primary vendor and DirtRocks, LLC as a Secondary vendor for contracts. (ATTACHMENT A)
2. The term of this contract shall commence upon approval by the City Commission for three (3) years with the option for two (2) one (1) year terms.

Exhibit A

PDL-135-0923 PURCHASE AND DELIVERY OF LIMESTONE MATERIALS FOR THE CITY OF BROWNSVILLE

Official Bid Tab - September 21, 2023

	Description	Delivery Maximum Dry Density Dry Tons Per Cubic Yard	Picked Up Maximum Dry Density Dry Tons Per Cubic Yard	Price Per Ton if delivered to 6035 Jamie J. Zapata Rd., Brownsville Tx	Price per ton if picked Up at the Contractors Place of Business.
Primary	**Vulcan Construction Materials, LLC**	1.9	1.9	$50.94	$50.94
Secondary	**DirtRocks, LLC.**	144.9	0	$64.20	No Bid

End of Exhibit A

CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR PURCHASE AND DELIVERY OF LIMESTONE FOR THE CITY OF BROWNSVILLE
PDL-135-0923

This Agreement shall commence upon the approval of the City Commission and executed by the City of Brownsville's Mayor or designee. This agreement is between The City of Brownsville, Texas, hereinafter referred to as ("CITY") and Dirt Rocks Construction Industry Solutions, LLC hereinafter referred to as ("CONTRACTOR"), collectively referred to as ("Parties") and individually as ("Party").

1. **Documents**
   a. The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.
      i. Scope of Services, Conditions and Additional Services (Exhibit A)
      ii. Term of Agreement (Exhibit B)
      iii. Compensation, Fees and Commissions (Exhibit C)
      iv. Insurance (Exhibit D)
   b. All vendors shall have a secondary and/or tertiary level based (color code) award on unit pricing, please see attached tabulation sheet for details (Exhibit E).

2. **Scope of Services**
   a. CONTRACTOR shall perform the Services under this agreement upon written sample form as Exhibit "E" 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. As an Independent CONTRACTOR, and my view implied that CONTRACTOR's employees, shall not be entitled to any benefits accorded to CITY's employees, including without limitation worker's

compensation, disability insurance, vacation or sick pay. CONTRACTOR is solely 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 services. CONTRACTOR shall be responsible for paying all applicable local, state and federal taxes.

b. CONTRACTOR represents and warrants to CITY that pursuant to said contract, CONTRACTOR and employees perform work hereunder affirm that contract of employees have sufficient expertise, training, licensure (if applicable) and experience to accomplish the services herewith said contract.

4. Term of Agreement.

a. The initial contract period shall commence upon approval by the City Commission, and when executed by the City of Brownsville's Mayor or designee, and shall end and/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. (Need more clarification)

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. 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 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: **Dirt Rocks Construction Industry Solutions, LLC**
~~9708 Ste A202, SPID~~ 14493 STE 472 SPID
Corpus Christi, Texas, 78418

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.

a. *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.
b. *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	CONTRACTOR
Signature: _____	Signature: Robby Pedersen
Print Name: John Cowen	Print Name: Robby Pedersen
Title: Mayor of the City of Brownsville	Title: Vice- President
Date: _____	Date: 11/8/23

SUBSCRIBED AND SWORN TO before me on _____ by John Cowen, Mayor of the City of Brownsville.

_____
Notary Public, State of Texas

SUBSCRIBED AND SWORN TO before me on Nov 8, 2023 by Robby Pedersen, Dirt Rocks Construction Industry Solutions, LLC.

JACQUELINE M. POTTER
Notary Public, State of Texas
Comm. Expires 06-28-2026
Notary ID 124776304

Jacqueline Potter
Notary Public, State of Texas

Approved as to Form and Legality
this 14th day of November 2023
Title First Asst CA
Office of the Brownsville City Attorney"

EXHIBIT "A"

Exhibit A-1

Scope of work

If at any time the materials or other items awarded to this CONTRACTOR fail to meet the specifications as included herein, as determined by the Testing Laboratory of the City of Brownsville, Public Works Department, either through its own facilities or testing services procured by it, the successful bidder shall be in breach of contract.

Bidders are advised that all City contracts are subject to all legal requirements provided for in the City charter and or City ordinances and State and Federal statutes.

Failure to timely deliver required items under this contract shall not be excusable by reason of differences in the CONTRACTOR's inventory. Such 'out of stock' items shall be procured from other sources by the CONTRACTOR in time to meet the delivery schedule set by the requisitioning Department of the City. Should the CONTRACTOR fail to meet such schedule of delivery, the City shall have the option to cancel this contract or procure the items in question itself upon such terms and conditions of price and delivery as it may obtain, charging the excess cost of such procurement to the CONTRACTOR or his surety.

Cancellation of Procurement. The City of Brownsville reserves the right to cancel the procurement, at any time for any reason before the Contract is fully executed and approved on behalf of the City.

The City of Brownsville by receipt of bid submittals and/or execution of a contract with the successful bidder does not guarantee any minimum purchase of the items bid upon. If a minimum quantity is specified in the bid, it shall be the minimum amount of purchase for each purchase order.

No City employee or elected official of the City of Brownsville shall have a financial interest, direct or indirect, in any contract with the City or shall be financially interested directly or indirectly, in the sale to the City of any materials, supplies, or services.

Delivery. Delivery of limestone shall be the next working day after time stamped receipt of the order (A.R.O.). The supplier shall provide weight tickets from a certified public scale showing the net weight of materials delivered.

> Delivery: (F.O.B.) the supplier's stockyard (Public Works) loaded and weighed in City of Brownsville trucks.

Public Works, Street Maintenance and Street Drainage Division, located at 6035 Jaime Zapata Road, Brownsville, Texas.

Term of Contract. The City of Brownsville reserves the option to renew the term of this contract

annually for two (2) one-year terms each, subject to vendor acceptance and in writing, satisfactory performance, and determination that renewal will be in the best interest of the City. All costs, terms, and conditions shall remain firm for the initial period of the contract and for any renewal period. Under this contract, any other City of Brownsville department shall have the right and option to **"Piggy-Back"** on the contract to purchase limestone materials with price negotiation.

TECHNICAL AND PERFORMANCE SPECIFICATIONS

Except as otherwise noted herein, all provisions to the following items of the Texas Department of Transportation Standard Specifications and Construction of Highways, Streets, and Bridges, dated March 1993, shall govern the work done under this contract.

Limestone to be used as road surfacing, such as the TX DOT description of Type A, Grade 1, shall meet the requirement of Item 247, TX DOT Standard Specifications with a Triaxial (Tex 117-E) at 15 psi of at least 175 or minimum 100 CBR and meeting the following specifications:

Square Sieve Size	**% Retained**
1 3/4	0
7/8	10-35
3/8	30-50
# 4	45-65
#40	70-85

On portion passing No. 40 sieve:

Maximum L.L.	35
Maximum P.I.	10
Wet Ball Mill Maximum	40
Maximum Increase in passing #40	20%

Visual Examination of the portions retained on No. 4 and larger sieves shall verify that not less than 75% (by weight) of the individual particles have at least one broken facet.

Test Requirements - the CONTRACTOR shall submit, **with his bid**, the following test

reports from a City approved testing laboratory, providing the compliance and adequacy of the proposed material. All testing reports shall be dated within six months before bid opening.

A. Sieve Analysis
B. Atterberg Limits on portion passing No. 40
C. Standard Proctor - Moisture Density Curve
D. Triaxial (Class 1) Compressive Strength or CBR test
E. Report of Test Method Tex 103-E (Data Sheet)

It shall be the CONTRACTOR's responsibility to provide and pay for the testing as stated herein.

The supplier must always maintain a minimum of 5,000 tons of tested and approved limestone in inventory for use by the City. Stockpile must be located locally, where final delivery trucks are to be loaded.

Measurement for pay purposes will be by dry weight tons in vehicles delivered. The dry weight will be determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The moisture will be determined in accordance with Test Method Tex 103-E. All invoices will reflect moisture deductions based on current stockpile test results to be validated by independent testing services. The City of Brownsville reserves the right to test moisture in the material delivered and to deduct from payments to the supplier the percentage of moisture contained in the delivered material and provide any and all data and testing method to the CONTRACTOR.

The bid will be awarded based on the lowest price per cubic yard, arrived at by multiplying the bid price per dry ton by the maximum dry density, as stipulated in the bid, as follows:
Price per dry ton X maximum dry tons per cubic yard = Price per dry cubic yard

TESTING

Description: This item shall govern the scope and number of tests to be performed after the award of a contract, by an independent certified testing laboratory, as approved by the City of Brownsville, to verify compliance with the specifications as set forth herein. It shall be the CONTRACTOR's responsibility to provide and pay for the testing as stated herein.

Atterberg Limits Test include sieve analysis, limit, plastic limit, plasticity (index)	1/5,000 tons or 1/month (to (whichever is greater) liquid
Standard Proctor Moisture Density Curve (ASTM D-689)	1/5,000 tons or 1/month (whichever is greater)

The City may waive any or all testing if, in the Public Works Director's opinion, the material has not

changed in quality or composition since the previous test. The City may, at its option and expense, have the material tested at any time for compliance. The CONTRACTOR's payment shall be deducted the full amount of expense to the City for any tests which fail to show compliance with the specifications.

Materials delivered which tests show to not be in compliance shall be removed from the stockpile or roadbed at the CONTRACTOR's expense. Additionally, no payment will be made to the CONTRACTOR by the City, for the materials delivered which "do not meet" the specifications. The quantity of such material shall be determined by the Public Works Director, whose decision shall be final.

No separate payment for the above testing shall be made by the City to the CONTRACTOR. It shall be included in the contract price per dry ton.

Multi-Level Contract Award

The intent of this solicitation is to procure a term contract that shall be awarded to a maximum of three (3) general suppliers.

The call list shall operate at the discretion of The City of Brownsville. Depending on the type of work and schedule, the call list shall be used to find the necessary materials in a specified time and quantity. If one vendor does not meet the needs of the city, the next vendor shall be called on the list.

In the event that all 3 CONTRACTORS renege on the City-issued Purchase Order, then the contract shall be rescinded, and the City will re-bid a new term contract. The 3 CONTRACTOR's under the rescinded contract shall be ineligible to bid on the subsequent solicitation.

END OF EXHIBIT "A"

EXHIBIT "B"

The term of this contract shall be an initial 3-year primary term, with the option to renew for two additional one- year terms, or one additional 2-year term for a total of five years after the written request 30 days prior to the expiration of contract by either party. Under this contract, any other City of Brownsville department shall have the right and option to "piggyback" on the contract for Purchase and Delivery of Limestone.

END OF EXHIBIT "B"

EXHIBIT "C"
PDL-135-0923 PURCHASE AND DELIVERY OF LIMESTONE MATERIALS

Bid Form

Company Name: Dirt Rocks Construction Industry Solutions, LLC

Date: 11/09/23

Pursuant to the foregoing Instructions to Bidders, the Undersigned Bidder hereby proposes to furnish materials as provided by the attached specifications; and binds himself upon acceptance of his bid by the City of Brownsville to execute a contract according to the form prescribed by the City of Brownsville, for furnishing the said materials within the time stated, for the following stated amount to wit:

1. Limestone, **F.0.B. supplier stockyard** for the unit price of:

40.20 per dry ton $ 64. 20 /Ton Delivered

Delivery at Public Works, Street Maintenance and Street Drainage Division, located at 6035 Jaime Zapata Rd., Brownsville, Texas.78521

Maximum Dry Density: 144.9 pcf Dry Tons Per Cubic Yard

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period of acceptance of this Bid will be thirty (30) calendar days unless a different period is noted by the bidder.

1. Limestone, **F.0.8. supplier stockyard** for the unit price of:

N/A per dry ton $ N/A /Ton

Pick up at CONTRACTOR`s place of business: N/A

Maximum Dry Density: N/A **Dry Tons Per Cubic Yard**

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period of acceptance of this Bid will be thirty (30) calendar days unless a different period is noted by the bidder.

END OF EXHIBIT "C"

Initials: _____ Initials: _____

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

1. Property damage

$100,000 each occurrence

END OF EXHIBIT " D"

Initials:_____ Initials: _____

EXHIBIT "E"

PDL-135-0923 PURCHASE AND DELIVERY OF LIMESTONE MATERIALS FOR THE CITY OF BROWNSVILLE

Official Bid Tab - September 21, 2023

	Description	Delivery Maximum Dry Density Dry Tons Per Cubic Yard	Ticket Up - Maximum Dry Density Dry Tons Per Cubic Yard	Price Per Ton if delivered to 5035 Jamie J. Zapata Rd., Brownsville, TX	Price per ton if picked Up at the Contractors Place of Business.
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Secondary	DirtRocks, LLC	144.9	0	$64.20	No Bid

END OF EXHIBIT "E"

Initials:_____ Initials:_____

CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR PURCHASE AND DELIVERY OF LIMESTONE FOR THE CITY OF BROWNSVILLE
PDL-135-0923

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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)

   b. All vendors shall have a primary, secondary and/or tertiary level based (color code) award on unit pricing, please see attached tabulation sheet for details (Exhibit E).

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   a. Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
   b. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
   c. By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to "Exhibit A" Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

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

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

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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.

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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. 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:	**Vulcan Construction Materials, LLC.** P.O. Box791550 San Antonio, Texas, 78279
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	CONTRACTOR
Signature: _____	Signature: Anality Ledezma
Print Name: John Cowen	Print Name: Anality Ledezma
Title: Mayor of the City of Brownsville	Title: Sales Analyst
Date: _____	Date: 10/16/2023

"Approved as to Form and Legality
This 14th day of November 2023
Title First Asst CA
Office of the Brownsville City Attorney"

Exhibit A-1

Scope of work

If at any time the materials or other items awarded to this contractor fail to meet the specifications as included herein, as determined by the Testing Laboratory of the City of Brownsville, Public Works Department, either through its own facilities or testing services procured by it, the successful bidder shall be in breach of contract.

Bidders are advised that all City contracts are subject to all legal requirements provided for in the City charter and or City ordinances and State and Federal statutes.

Failure to timely deliver required items under this contract shall not be excusable by reason of differences in the Contractor's inventory. Such 'out of stock' items shall be procured from other sources by the Contractor in time to meet the delivery schedule set by the requisitioning Department of the City. Should the Contractor fail to meet such schedule of delivery, the City shall have the option to cancel this contract or procure the items in question itself upon such terms and conditions of price and delivery as it may obtain, charging the excess cost of such procurement to the Contractor or his surety.

Cancellation of Procurement. The City of Brownsville reserves the right to cancel the procurement, at any time for any reason before the Contract is fully executed and approved on behalf of the City.

The City of Brownsville by receipt of bid submittals and/or execution of a contract with the successful bidder does not guarantee any minimum purchase of the items bid upon. If a minimum quantity is specified in the bid, it shall be the minimum amount of purchase for each purchase order.

No City employee or elected official of the City of Brownsville shall have a financial interest, direct or indirect, in any contract with the City or shall be financially interested directly or indirectly, in the sale to the City of any materials, supplies, or services.

Delivery. Delivery of limestone shall be the next working day after receipt of the order (A.R.O.). The supplier shall provide weight tickets from a certified public scale showing the net weight of materials delivered.

> Delivery: F.O.B. the supplier's stockyard (Public Works) loaded and weighed in City of Brownsville trucks.
>
> Public Works, Street Maintenance and Street Drainage Division, located at 6035 Jaime Zapata Road, Brownsville, Texas.

Term of Contract. The City of Brownsville reserves the option to renew the term of this contract annually for two (2) one-year terms each, subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of

the City. All costs, terms, and conditions shall remain firm for the initial period of the contract and for any renewal period. Under this contract, any other City of Brownsville department shall have the right and option to **"Piggy-Back"** on the contract to purchase limestone materials.

TECHNICAL AND PERFORMANCE SPECIFICATIONS

Except as otherwise noted herein, all provisions to the following items of the Texas Department of Transportation Standard Specifications and Construction of Highways, Streets, and Bridges, dated March 1993, shall govern the work done under this contract.

Limestone to be used as road surfacing, such as the TX DOT description of Type A, Grade 1, shall meet the requirement of Item 247, TX DOT Standard Specifications with a Triaxial (Tex 117-E) at 15 psi of at least 175 or minimum 100 CBR and meeting the following specifications:

Square Sieve Size	**% Retained**
1 3/4	0
7/8	10-35
3/8	30-50
# 4	45-65
#40	70-85

On portion passing No. 40 sieve:

Maximum L.L.	35
Maximum P.I.	10
Wet Ball Mill Maximum	40
Maximum Increase in passing #40	20%

Visual Examination of the portions retained on No. 4 and larger sieves shall verify that not less than 75% (by weight) of the individual particles have at least one broken facet.

Test Requirements - the Contractor shall submit, **with his bid**, the following test reports from a City approved testing laboratory, providing the compliance and adequacy of the proposed material. All testing reports shall be dated within six months before bid opening.

A. Sieve Analysis
B. Atterberg Limits on portion passing No. 40
C. Standard Proctor - Moisture Density Curve
D. Triaxial (Class 1) Compressive Strength or CBR test
E. Report of Test Method Tex 103-E (Data Sheet)

It shall be the Contractor's responsibility to provide and pay for the testing as stated herein.

The supplier must always maintain a minimum of 5,000 tons of tested and approved limestone in inventory for use by the City. Stockpile must be located locally, where final delivery trucks are to be loaded.

Measurement for pay purposes will be by dry weight tons in vehicles delivered. The dry weight will be determined by deducting the weight of the moisture in the material at the time of weighing from the gross weight of the material. The moisture will be determined in accordance with Test Method Tex 103-E. All invoices will reflect moisture deductions based on current stockpile test results to be validated by independent testing services. The City of Brownsville reserves the right to test moisture in the material delivered and to deduct from payments to the supplier the percentage of moisture contained in the delivered material.

The bid will be awarded based on the lowest price per cubic yard, arrived at by multiplying the bid price per dry ton by the maximum dry density, as stipulated in the bid, as follows:
Price per dry ton X maximum dry tons per cubic yard = Price per dry cubic yard

TESTING

Description: This item shall govern the scope and number of tests to be performed after the award of a contract, by an independent certified testing laboratory, as approved by the City of Brownsville, to verify compliance with the specifications as set forth herein. It shall be the Contractor's responsibility to provide and pay for the testing as stated herein.

Atterberg Limits Test (to include sieve analysis, liquid limit, plastic limit, plasticity (index)	1/5,000 tons or 1/month (whichever is greater)
Standard Proctor Moisture Density Curve (ASTM D-689)	1/5,000 tons or 1/month (whichever is greater)

The City may waive any or all testing if, in the Public Works Director's opinion, the material has not changed in quality or composition since the previous test. The City may, at its option and expense, have the material tested at any time for compliance. The Contractor's payment shall be deducted the full amount of expense to the City for any tests which fail to show compliance with the specifications.

Materials delivered which tests show to **not** be in compliance shall be removed from the stockpile or roadbed at the contractor's expense. Additionally, no payment will be made to the Contractor by the City, for the materials delivered which "do not meet" the specifications. The quantity of such material shall be determined by the Public Works Director, whose decision shall be final.

No separate payment for the above testing shall be made by the City to the contractor. It shall be included in the contract price per dry ton.

Multi-Level Contract Award

The intent of this solicitation is to procure a term contract that shall be awarded to a maximum of three (3) general suppliers.

The call list shall operate at the discretion of The City of Brownsville. Depending on the type of work and schedule, the call list shall be used to find the necessary materials in a specified time and quantity. If one vendor does not meet the needs of the city, the next vendor shall be called on the list.

In the event that all 3 contractors renege on the City-issued Purchase Order, then the contract shall be rescinded, and the City will re-bid a new term contract. The 3 contractors under the rescinded contract shall be ineligible to bid on the subsequent solicitation.

END OF EXHIBIT "A"

EXHIBIT "B"

The term of this contract shall be an initial 3-year primary term, with the option to renew for two additional one-year terms, or one additional 2-year term for a total of five years. Under this contract, any other City of Brownsville department shall have the right and option to "piggyback" on the contract for Purchase and Delivery of Limestone.

END OF EXHIBIT "B"

PDL-135-0923 PURCHASE AND DELIVERY OF LIMESTONE MATERIALS

Bid Form

Company Name: Vulcan Materials Company, LLC

Date: 9-19-2023

Pursuant to the foregoing Instructions to Bidders, the Undersigned Bidder hereby proposes to furnish materials as provided by the attached specifications; and binds himself upon acceptance of his bid by the City of Brownsville to execute a contract according to the form prescribed by the City of Brownsville, for furnishing the said materials within the time stated, for the following stated amount to wit:

1. Limestone, **F.0.B. supplier stockyard** for the unit price of:

$46 per dry ton $50.94 / Ton

Delivery at Public Works, Street Maintenance and Street Drainage Division, located at 6035 Jaime Zapata Rd., Brownsville, Texas,78521

Maximum Dry Density: 1.9 **Dry Tons Per Cubic Yard**
The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period of acceptance of this Bid will be thirty (30) calendar days unless a different period is noted by the bidder.

1. Limestone, **F.0.B. supplier stockyard** for the unit price of:

$46 per dry ton $50.94 / Ton

Pick up at Contractors place of business: Vulcan Materials Company, LLC in Brownsville

Maximum Dry Density: 1.9 **Dry Tons Per Cubic Yard**
The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period of acceptance of this Bid will be thirty (30) calendar days unless a different period is noted by the bidder.

EXHIBIT "D"

INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the City of Brownsville Contract Agreement and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

1. **Workers' Compensation and Employers' Liability Insurance**

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

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

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

2. **Commercial General Liability Insurance**

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

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

3. **Automobile Liability Insurance**

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

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

END OF EXHIBIT "D"

PDL-135-0923 PURCHASE AND DELIVERY OF LIMESTONE MATERIALS FOR THE CITY OF BROWNSVILLE

Official Bid Tab - September 21, 2023

	Description	Delivery Maximum Dry Density Dry Tons Per Cubic Yard	Picked Up Maximum Dry Density Dry Tons Per Cubic Yard	Price Per Ton if delivered to 6035 Jamie J. Zapata Rd., Brownsville Tx	Price per ton if picked Up at the Contractors Place of Business.
Primary	Vulcan Construction Materials, LLC	1.9	1.9	$50.94	$50.94
Secondary	DirtRocks, LLC.	144.9	0	$64.20	No Bid

Limestone Contracts

Consideration and **ACTION** to award contract #PDL-135-0923 for the Purchase and Delivery of Limestone for the City of Brownsville.

CITY OF BROWNSVILLE ENGININEERING & PUBLIC WORKS

Limestone Contracts

Summary:

The City of Brownsville Purchasing Department received two (2) bids for the Purchase and Delivery of limestone on Thursday, September 21, 2023. After reviewing and evaluating the bids, the recommendation is to award the contract for the Purchase and Delivery of Limestone for the City of Brownsville to the responsive and responsible vendors, Vulcan Construction Materials, LLC., as Primary Vendor and DirtRocks, LLC., as Secondary Vendor, a contract for the Purchase and Delivery of Limestone for the City of Brownsville on as need basis. The terms of this contract shall commence upon approval by the City Commission for three (3) years with the option for two (2) one (1) year terms.

Project Scope:

The limestone material is utilized on projects that require a base for concrete pads, parking lots, streets, alleys, curbs, gutters, and sidewalks. The Engineering and Public Works departments are the primary users of this material.

Funding:

- **Source:** Funding source will vary based on project accounts.
- **Amount:** Varies based on projects.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, December 5, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-026-PD**, to rezone from Residential Transition (R-3) to Commercial Corridor (CC-PD) to allow a commercial plaza for 0.7487 acres of Lot 3, Block 1, Diamond Point II Subdivision, Cameron County, Texas, located at 3201 West Alton Gloor Boulevard, Brownsville, Texas 78526, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

Summary:
Property owner, Syed Q. Jalil, proposes to change the Zoning Designation for 0.7487 acres of Lot 3, Block 1, Diamond Point II Subdivision, Cameron County, Texas, located at 3201 West Alton Gloor Boulevard, Brownsville, Texas 78526. The applicant requests to rezone the subject property from Residential Transition (R-3) to Commercial Corridor (CC) for the purpose of establishing a commercial plaza.

The predominant land uses in the surrounding area are single-family dwelling and commercial development. Additional uses, such as undeveloped land and multi-family development are also present within proximity of the subject property.

The property is located within the Town Corridor. The proposed zoning/use is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property consists of an approximate area of 0.7487 acre and is currently vacant with frontage to West Alton Gloor Boulevard. It is important to point out the proposed use will share a boundary with 4 properties harboring single-family homes. Under UDC regulations, residential adjacency requirements are triggered when a commercial use shares a property line with single-family residences (40’ setback, 6’ masonry wall, and maximum structure height of 20’). The purpose of these provisions is to protect the privacy and welfare of single-family property owners. The applicant is requesting a zoning reclassification due to the current zoning (R-3) only allowing residential uses (single-family, duplex, and multi-family). The requested (CC) zoning designation would accommodate the proposed use.

Staff finds that the proposed zoning designation and use would be appropriate for the area if the established conditions are followed.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was verbal opposition at the Planning and Zoning Commission meeting on October 5, 2023. Neighboring property owners had concerns related to the generated traffic, maintaining the area's residential character, and flood mitigation. The Planning and Zoning Commission approved this rezoning from Residential Transition (R-3) to Commercial Corridor (CC).

The City Commission tabled the item on October 17, 2023, and requested that staff work with the developer and concerned neighbors to find common ground on a site design.

After having multiple meetings between the developer and the concerned parties, the following agreement/conditions were established:

- Allow the proposed setback of 10’ along the western property line.
- Allow the proposed setback of 15’ along the northern and eastern property lines.
- Allow the proposed setback of 20.42’ along the southern property lines.
- Allow a maximum structural elevation of 20’.
- Limit the roof design along the property lines adjacent to existing single-family residences (northern and western property lines) to a sloped roof design.
- Installation of a 6’ masonry wall along the property lines adjacent to existing single-family residences (northern and western property lines).
- Prohibit the view or exposure of mechanical equipment installed on the structure’s roof.
- Require the installation of a vegetation buffer with a minimum height of 10’ and a minimum depth of 6’ to provide a visual screen between the proposed use and residential uses.
- Require that the proposed vegetative species be of accelerated growth.
- Require the installation of an irrigation system to maintain the required vegetation buffer.
- Prohibit the following uses: restaurants, bars, BYOB establishments, and any establishment that sells alcohol.

The item was approved by the City Commission at 1st Reading on November 14th, 2023.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-026-PD

STAFF REPORT

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

APPLICATION DETAILS

Applicant/Representative: Syed Q. Jalil
Property Address: 3201 West Alton Gloor Boulevard
Application Type: Rezone w/Planned Development District
Current Zoning: Residential Transition (R-3)
Application Date: August 16, 2023
CC Meeting Dates: 1st – November 14, 2023/ 2nd – December 5, 2023
Overlay(s): N/A
No. of Mail-outs: 18

Geo ID: 79-1247-0010-0030-00
Case No.: 235-2023-026-PD
Proposed Use: Retail Plaza
Proposed Zoning: Commercial Corridor (CC-PD)
P&Z Date: October 5, 2023
Electoral District: 4
Annexation Year: 1995
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 0.7487 acres of Lot 3, Block 1, Diamond Point II Subdivision, Cameron County, Texas, 3201 West Alton Gloor Boulevard, Brownsville, Texas 78526.
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 and Commercial.

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

North: Undeveloped Land and Single-Family Dwelling
East: Undeveloped Land and Commercial Business
South: Single-Family Dwelling and Commercial Business
West: Undeveloped Land, Single-Family Dwelling, and Commercial Business

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Estate (RE) and Residential Single-Family Dwelling (R-1)
East: Residential Estate (RE) and Residential Transition (R-3)
South: Residential Single-Family (R-1) and Commercial Corridor (CC)
West: Residential Estate (RE), Residential Transition (R-3), 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. 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 Transition (R-3) to Commercial Corridor (CC-PD), while adhering to the established conditions outlined within the drafted ordinance for this item.

ORDINANCE NUMBER 235-2023-026-PD

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 as to establish a Planned Development District (PD) and rezone from Residential Transition (R-3) to Commercial Corridor (CC) to allow a commercial plaza, for an area described as:

An approximate 0.7487 acres of Lot 3, Block 1, Diamond Point II Subdivision, Cameron County, Texas, located at 3201 West Alton Gloor Boulevard, Brownsville, Texas 78526, as shown in Exhibit "A".

Section 2. The property described above and within the boundaries of the Planned Development District described by the ordinance establishes the following development-specific zoning regulations:

- Allow the proposed setback of 10' along the western property line.
- Allow the proposed setback of 15' along the northern and eastern property lines.
- Allow the proposed setback of 20.42' along the southern property lines.
- Allow a maximum structural elevation of 20'.
- Limit the roof design along the property lines adjacent to existing single-family residences (northern and western property lines) to a sloped roof design.
- Installation of a 6' masonry wall along the property lines adjacent to existing single-family residences (northern and western property lines).
- Prohibit the view or exposure of mechanical equipment installed on the structure's roof.
- Require the installation of a vegetation buffer with a minimum height of 10' and a minimum depth of 6' to provide a visual screen between the proposed use and residential uses.
- Require that the proposed vegetative species be of accelerated growth.
- Require the installation of an irrigation system to maintain the required vegetation buffer.
- Prohibit the following uses: restaurants, bars, BYOB establishments, and any establishment that sells alcohol.

Section 3. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **November 14, 2023**. Passed at First Reading on **November 14, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **December 5**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary

WEST ALTON GLOOR ROAD

6' HIGH BLOCK WALL

N 40° 22' 00" W

174.94'

10'-0"

19'-9"

NEW BUILDING PERIMETER

NEW BUILDING PERIMETER

9270
TOTAL SQ.FT.

5' CONCRETE SIDEWALK

148.59'

10' UTILITY EASEMENT

LANDSCAPE AREA

BACK OF CURB

6

7

24'-0"

NEW BUILDING PERIMETER

CONCRETE WALKWAY

CONCRETE WALKWAY

NEW BUILDING PERIMETER

NEW BUFFER LANDSCAPE ZONE WITH BAMBOO

RAMP

LANDSCAPE AREA

3

S 70° 51' 00" W

1 2 3 4 5 6 7 8 9 10 11

106.69'

6' HIGH BLOCK WALL

N 51° 21' 12" E

12

4

CONCRETE PARKING LOT

HANDICAP SIGN

13

5

15'-0"

31 32 33 34

RAMP

LANDSCAPE AREA

4

HANDICAP SIGN

LANDSCAPE AREA

14

CONCRETE WALKWAY

NEW BUILDING PERIMETER

15

8

CONCRETE PARKING LOT

16

RAMP

5' CONCRETE SIDEWALK

LANDSCAPE AREA

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

17

CLEAN OUT

EXISTING MANHOLE

18

10 YARD DUMPSTER CONTAINER

STOCK ADDED DURING CONSTRUCTION

15'-0"

N 61° 45' 00" E

78.51'

15'-0"

1

S 28° 15' 00" E

213.77'

NEW BUILDING PERIMETER

15'-0"

6' HIGH BLOCK WALL

LANDSCAPE AREA

15' UTILITY EASEMENT

15'-0"

DATE:
NOV. 2
2023

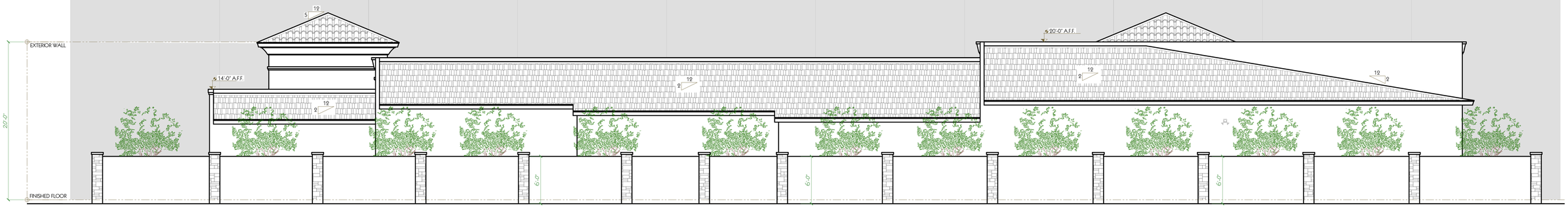
NOT FOR CONSTRUCTION

CITY:
BROWNSVILLE TX.

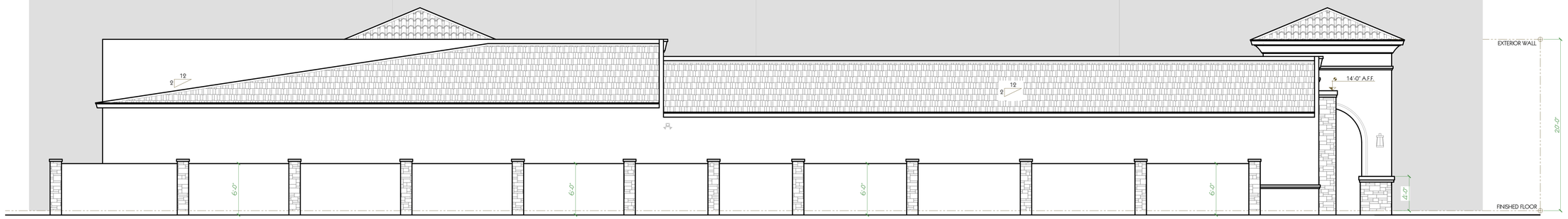
PLAN:
SITE D

CLIENT:
USAT PROPERTIES

HOME & COMMERCIAL DESIGNS LLC



SOUTH ELEVATION



EAST ELEVATION

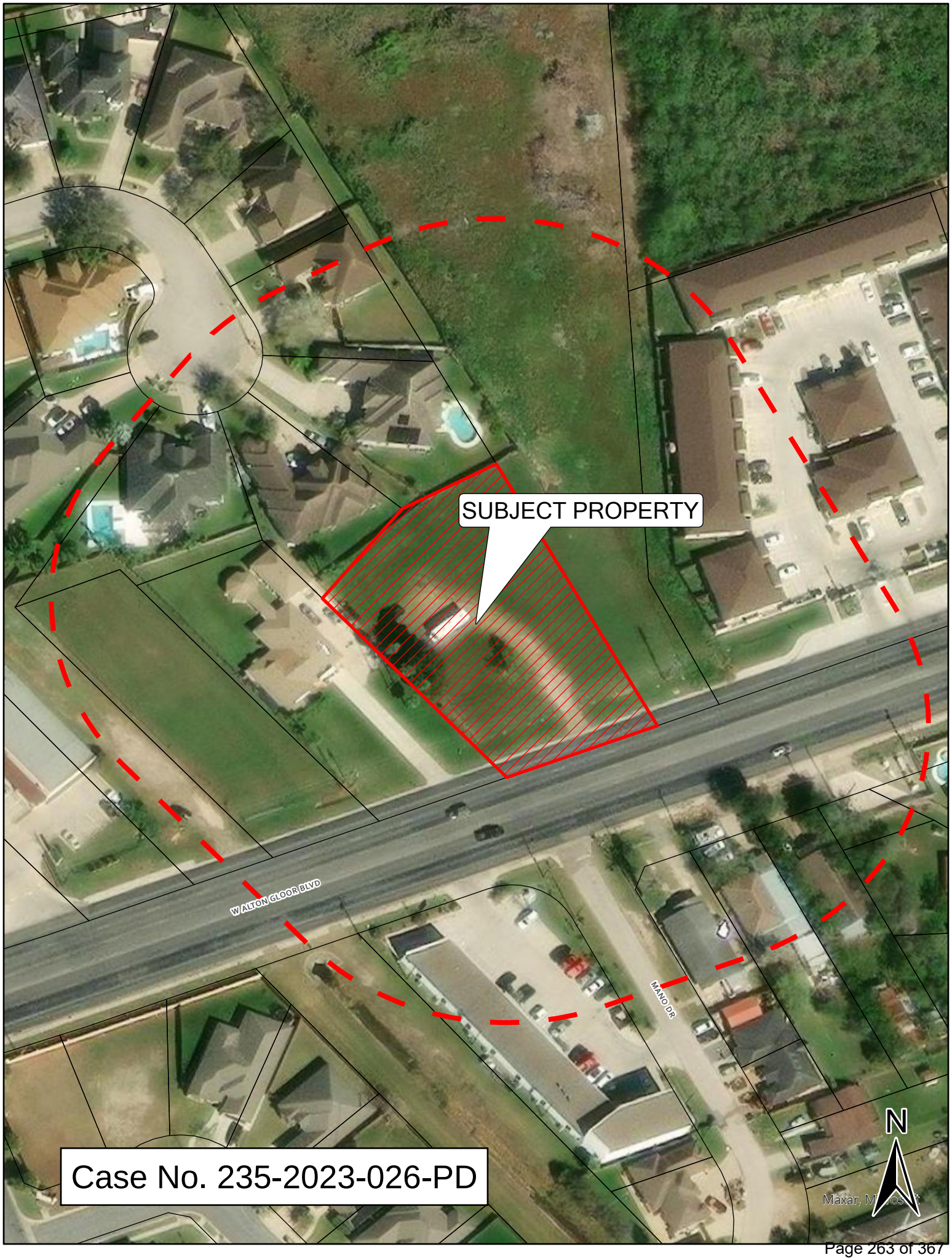
DATE:
NOV. 2
2023
NOT FOR CONSTRUCTION

CITY:
BROWNSVILLE TX.

PLAN:
ELEVATION

CLIENT:
USAT PROPERTIES

HCD
HOME & COMMERCIAL DESIGNS LLC



Case No. 235-2023-026-PD

City of Brownsville Zoning Map

Zoning Districts

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

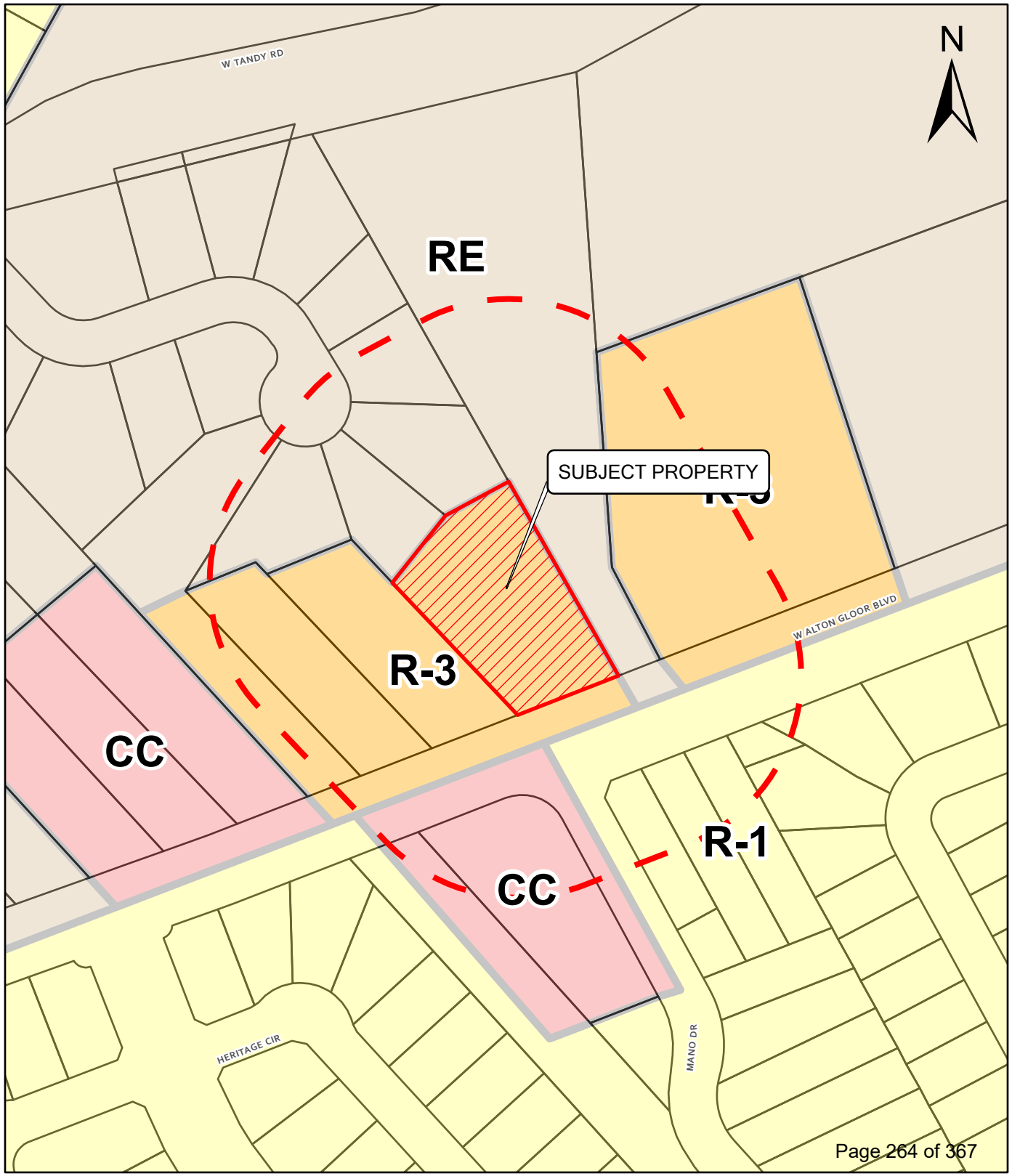
EXHIBIT "A"

Rezoning request:
Case # 235-2023-026-PD

Current Zoning:
R-3, Residential Transition

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

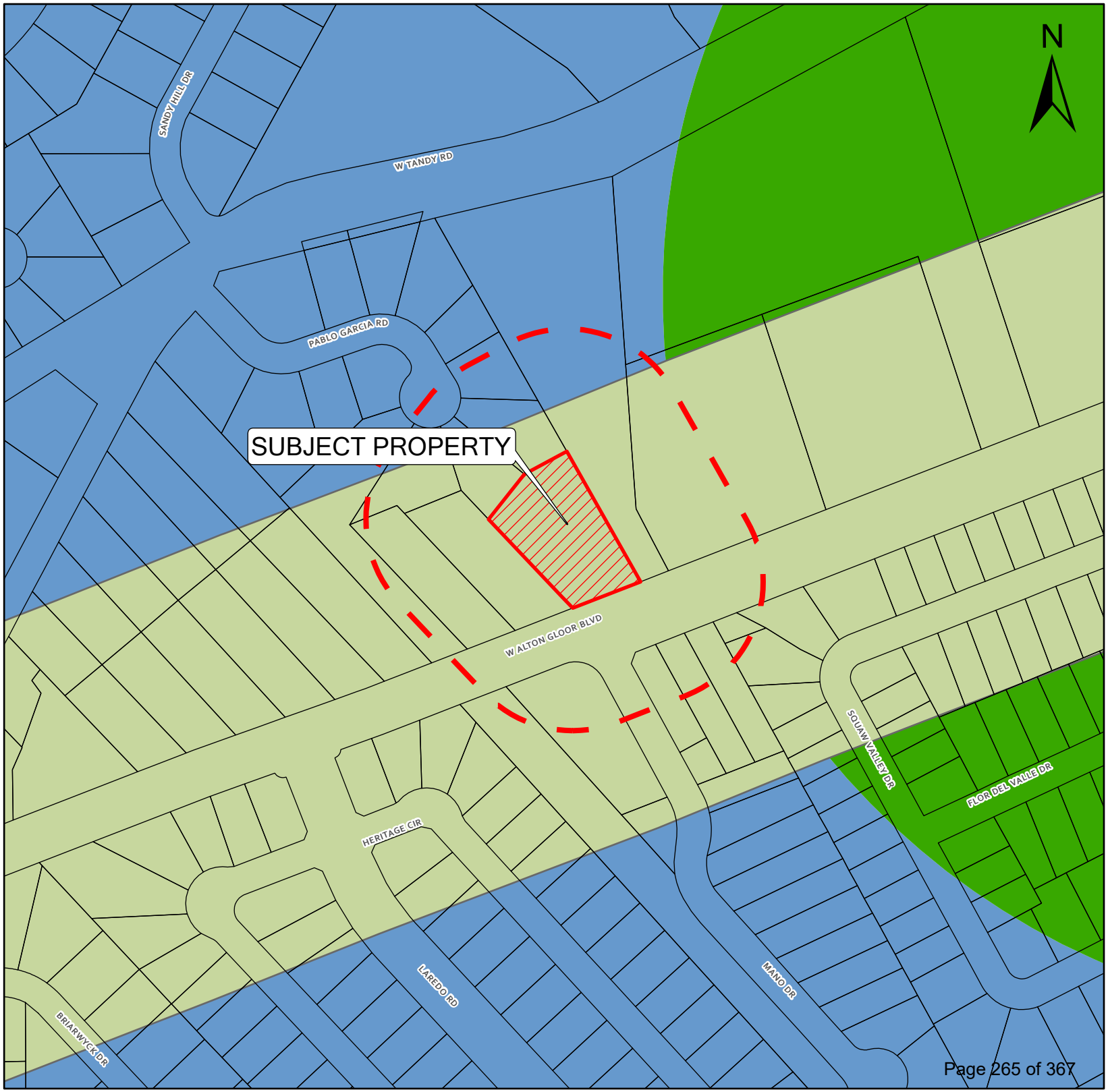
- Downtown Node
- Primary Regional Node
- Secondary Regional Node
- Sub Regional Node

CORRIDORS

- Gateway Corridor
- Linkage Corridor
- Loop Corridor
- Town Corridor

- Brownsville City Limits

Zoning Case No.
235-2023-026-PD



To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, December 5, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 2023-1732**, to annex into the City of Brownsville boundary limits a property described as being a 9.61 acre tract, composed of an 8.75 acre tract of land in Reserve "A", Medrano Subdivision, according to the map of plat recorded in Vol. 14, Pg. 67, and a 0.978 acre tract of land out of a 1.84 acre tract as recorded in Vol. 361, Pg. 458, Cameron County, Texas, Map Records of Cameron County, Texas, located on North Vermillion Road, Brownsville, Texas 78521, as shown in Exhibit "A". (Planning & Redevelopment Department)

Summary:
CAMCO Builders, LLC., owner of the subject land, has submitted a formal voluntary petition to extend the present city limits to include the following described territory, to wit:

Being a 9.61 acre tract, composed of an 8.75 acre tract of land in Reserve "A", Medrano Subdivision, according to the map of plat recorded in Vol. 14, Pg. 67, and a 0.978 acre tract of land out of a 1.84 acre tract as recorded in Vol. 361, Pg. 458, Cameron County, Texas, Map Records of Cameron County, Texas, located on North Vermillion Road, Brownsville, Texas 78521.

Project Scope and Analysis:
The subject property is currently being developed into a single-family development consisting of 56 residential lots. It is important to note that all corresponding documents related to the platting process are being submitted to Planning & Redevelopment Department staff. The developer has committed to completing the construction of all improvements tied to the platting process. Additionally, the owner has entered into a written agreement for the provision of services with the municipality.

The Planning and Redevelopment Department staff has certified that the above-described tract of land is contiguous and adjacent to the City of Brownsville, Texas, and that all procedural requirements prescribed by the Texas Local Government Code, Chapter 43-Municipal Annexation, have been duly followed with respect to the aforementioned territory.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
Staff recommends approval of the voluntary petition to annex the subject property into the City of Brownsville boundary limits.

The item was approved by the City Commission at 1st Reading on November 14th, 2023.

Commission Pillar:
Planning & Redevelopment

Attachments:
1. Annexation Binder 2023-1732

ORDINANCE NUMBER 2023-1732

AN ORDINANCE ANNEXING THE HEREINAFTER DESCRIBED TERRITORY TO THE CITY OF BROWNSVILLE, CAMERON COUNTY, TEXAS, AND EXTENDING THE BOUNDARY LIMITS OF SAID CITY SO AS TO INCLUDE SAID HEREINAFTER DESCRIBED PROPERTY WITHIN SAID CITY LIMITS, AND GRANTING TO ALL THE INHABITANTS OF SAID PROPERTY ALL THE RIGHTS AND PRIVILEGES OF OTHER CITIZENS AND BINDING SAID INHABITANTS BY ALL OF THE ACTS, ORDINANCES, RESOLUTIONS, AND REGULATIONS OF SAID CITY; AND ADOPTING A SERVICE PLAN.

WHEREAS, the City of Brownsville is a home rule municipality created and existing under the laws of the State of Texas and situated in Cameron County, Texas; and,

WHEREAS, §43.003 of the Texas Local Government Code authorizes a home rule municipality to extend the boundaries of the municipality and annex area adjacent to the municipality in accordance with the procedural rules prescribed by Texas Local Government Code Chapter 43.

WHEREAS, CAMCO Builders, LLC., has filed a petition for annexation for a 9.61 acre tract attached hereto as Exhibit "A"; and,

WHEREAS, the property being petitioned is fully described by survey, metes and bounds attached hereto as Exhibit "B"; and,

WHEREAS, the annexation of the territory described in Exhibit "B" serves the interests of the current and future residents of the City of Brownsville.

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

1. That the heretofore described property is hereby annexed to the City of Brownsville, Cameron County, Texas, and that the boundary limits of the City of Brownsville be and the same are hereby extended to include the above described territory within the city limits of the City of Brownsville, and the same shall hereafter be included within the territorial limits of said city, and the inhabitants thereof shall hereafter be entitled to all the rights and privileges of other citizens of the City of Brownsville and they shall be bound by the acts, ordinances, resolutions, and regulations of said city.

2. A service plan or agreement for the area is hereby adopted and attached as Exhibit "C".

INTRODUCED at a public hearing on November 14, 2023. Passed at Second and Final Reading and ADOPTED, APPROVED, ENACTED on December 5, 2023.

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda G. Gomez
City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____
Will Trevino
City Attorney

Camco Builders, LLC.
Juan Alberto Escobedo Managing Member
952 Pine Bluff Drive
Brownsville, Texas 78521
September 25, 2023

Martin Vega
Planning Department
City of Brownsville, Texas 78520

RE: PETITION OF CAMCO BUILDERS, LLC. TO ANNEX 9.5 ACRES OF REAL PROPERTY INTO THE CITY OF BROWNSVILLE

Dear Mr. Vega:

As you know from our discussions Juan Alberto Escobedo of Camco Builders, LLC. as the owner of the foregoing described real property, is requesting that the City of Brownsville annex that portion of its real property which currently lies outside the jurisdiction limits of the City of Brownsville. Juan Escobedo ("Landowner") owns all the 9.5-acre tract ("Tract"), which Tract is graphically depicted in Exhibit "A" attached hereto and described by metes and bounds in Exhibit "B" attached hereto. Juan Escobedo as the landowner, respectfully petitions the City of Brownsville, for the annexation of the Tract into the limits of the City of Brownsville. The ("Landowner"), will be responsible for all infrastructure improvements/construction on the 9.5-acre tract.

As stated above, the Landowner is the sole owner of the Tract consisting of the 9.5 acres of land. The Landowner holds fee simple title to all such Tract.

There is a necessity for the annexation of the Tract into the City of Brownsville for the reasons that the Landowner is developing the 9.5 acre tract (ii) the tract will need to have access to any available municipal services reasonably provided by the Public Utilities Board, (iii) the Tract will be developed for residential, retail, commercial and civic purposes, and (iv) the health and welfare of the future residents of the Tract and the protection of lands, property, residences, and commercial establishments within the Tract reasonably requires the annexation of the Tract into the City.

Juan Escobedo therefore respectfully requests that this petition b e properly filed as provided by law, that a hearing be set on this petition, that notice be issued in accordance with law, that the City Commission conduct such hearings and take all such actions legally necessary to annex the Tract into the City of Brownsville.

Respectfully submitted,
Juan Alberto Escobedo

By: _____
Juan Alberto Escobedo
Camco Builders, LLC., Managing Member

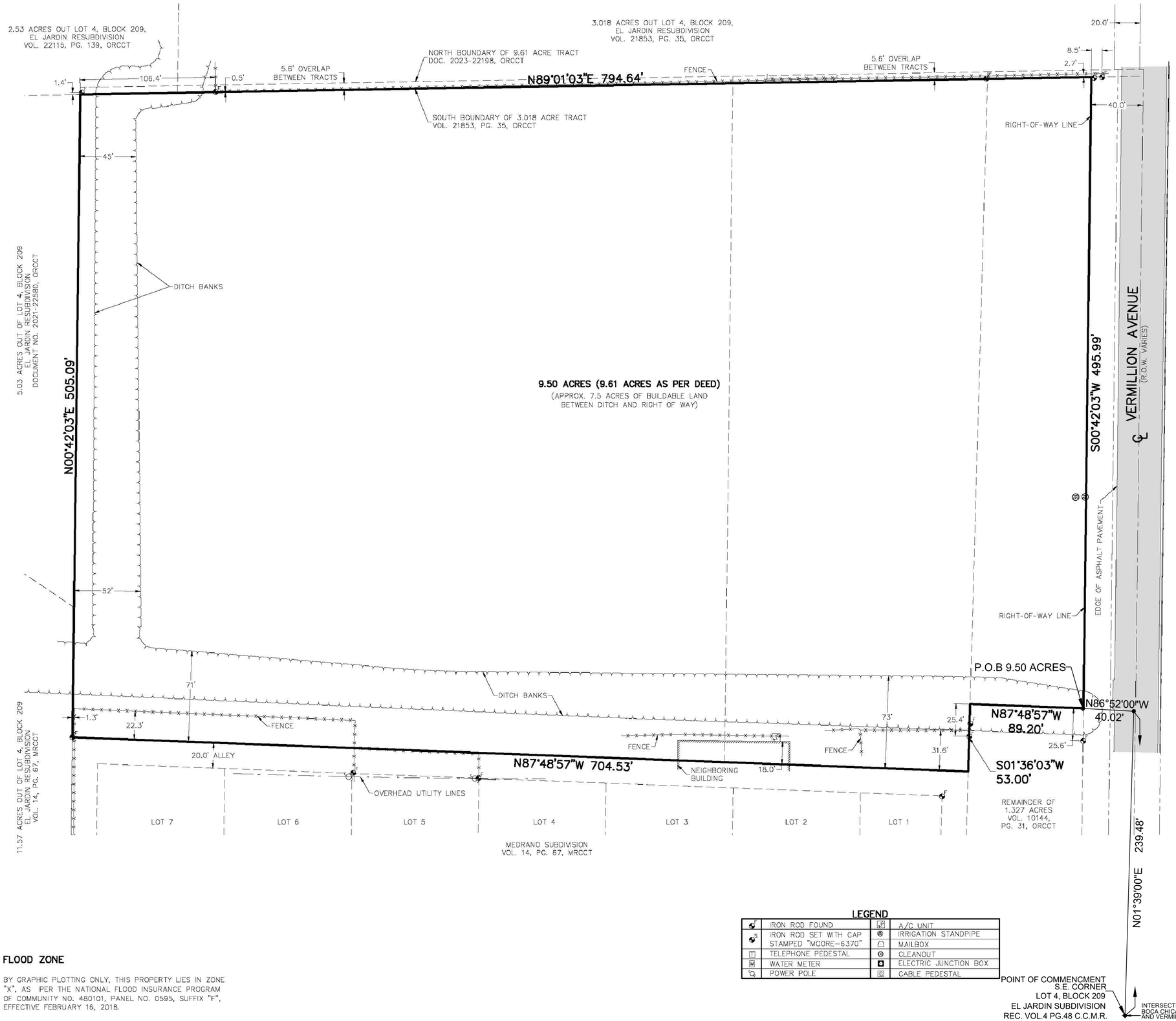
STATE OF TEXAS
COUNTY OF CAMERON

This instrument was SUBSCRIBED and SWORN TO before me, the undersigned Notary Public, by the said Juan Alberto Escobedo in his capacity as Camco Builders, LLC., Managing Member on this 25 day of September, 2023

M CARMEN RODRIGUEZ
Notary ID #125409654
My Commission Expires
August 23, 2025

_____
Notary Public State of Texas

Exhibit "B"



NOTES

1. BASIS OF BEARINGS AS PER THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, NAD 83.
2. ADDRESS: VERMILLION AVENUE BROWNSVILLE, TEXAS 78521
3. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. IRRIGATION STRUCTURES AND DRAIN DITCH WITHIN THIS TRACT FOR WHICH NO DOCUMENT WAS REVIEWED.

SURVEYOR CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SURVEY AS DESCRIBED HEREIN WAS MONUMENTED ON THE GROUND ON **08/08/2023**, THAT THE ONLY VISIBLE IMPROVEMENTS ARE AS SHOWN; THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPINGS, APPARENT CONFLICTS, OR VISIBLE EASEMENTS EXCEPT AS SHOWN HEREIN, THIS SURVEY CONFORMS TO THE MINIMUM STANDARDS OF PRACTICE PROMULGATED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.

CODY MICHAEL MOORE, R.P.L.S.
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6370

08/16/2023
DATE

STATE OF TEXAS
REGISTERED
CODY MICHAEL MOORE
6370
PROFESSIONAL
LAND SURVEYOR

SCALE 1"=50'

50 0 50
Scale: 1" = 50'

LEGEND

●	IRON ROD FOUND	A/C	A/C UNIT
●	IRON ROD SET WITH CAP STAMPED "MOORE-6370"	IRR	IRRIGATION STANDPIPE
		MB	MAILBOX
T	TELEPHONE PEDESTAL	CO	CLEANOUT
W	WATER METER	EJB	ELECTRIC JUNCTION BOX
	POWER POLE	C	CABLE PEDESTAL

FLOOD ZONE

BY GRAPHIC PLOTTING ONLY, THIS PROPERTY LIES IN ZONE "X", AS PER THE NATIONAL FLOOD INSURANCE PROGRAM OF COMMUNITY NO. 480101, PANEL NO. 0595, SUFFIX "F", EFFECTIVE FEBRUARY 16, 2018.

BOUNDARY SURVEY OF:

9.50 ACRES OF LAND (9.61 ACRES-DEED) OUT OF **MEDRANO SUBDIVISION,** CAMERON COUNTY, TEXAS, RECORDED IN VOLUME 14, PAGE 67, MAP RECORDS OF CAMERON COUNTY, TEXAS, BEING THE TRACT OF LAND DESCRIBED IN DOCUMENT NO. 2023-22198, OFFICIAL RECORDS OF CAMERON COUNTY, TEXAS.

FOR: CAMCO BUILDERS LLC

DATE: 16 AUGUST 2023 | JOB NO: 349006

Moore Land Surveying, LLC

14216 Palis Drive, La Feria, TX 78559
(956)245-0988 TBPLS Firm No. 10194186

SIERRA TITLE CO.
GF No. 1022-0024

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

Date: June 16, 2023

Grantor: **TURF & MORTAR LLC,** a Texas Limited Partnership

Grantor's Mailing Address (including county): 204 Las Villas, Brownsville, Texas 78526
Cameron County

Grantee: **CAMCO BUILDERS LLC,** a Texas Limited Liability Company

Grantee's Mailing Address (including County): 952 Pine Bluff Drive, Brownsville, Texas 78526
Cameron County

CONSIDERATION: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of **THREE HUNDRED THIRTY SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($337,500.00)** and is executed by Grantee, payable to the order of **LONE STAR NATIONAL BANK.** The note is secured by a vendor's lien retained in favor of **LONE STAR NATIONAL BANK.** in this deed and by a deed of trust of even date, from Grantee to **S. DAVID DEANDA, JR.,** Trustee.

LONE STAR NATIONAL BANK at Grantee's request, having paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described, the vendor's lien and superior title to the property are retained for the benefit of **LONE STAR NATIONAL BANK** and are transferred to **LONE STAR NATIONAL BANK** without recourse on Grantor.

PROPERTY (including any improvements):

Legal description herein found as Exhibit "A"

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY: This conveyance is made and accepted subject to any and all restrictions, covenants, conditions, easements, mineral and royalty reservations, zoning laws, regulations and ordinances of municipal and other governmental authorities, if any, and only to the extent that same are still in effect, shown of record in CAMERON County, Texas; together with any and all visible and apparent easements, to include but not limited to easements for roadways on or across the land.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

When the context requires, singular nouns and pronouns include the plural.

TURF & MORTAR LP,
a Texas Limited Partnership

By: _____
Ella Cornejo Lopez, General Partner

By: _____
Rafael Molina, General Partner

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF Cameron

This instrument was acknowledged before me on this 16th day of June, 2023, by Elia Cornejo Lopez, General Partner of **TURF & MORTAR LP**, a Texas Limited Partnership, on behalf of said a Texas Limited Liability Company and in the capacity therein stated.

PATRICIA NIETO
Notary Public, State of Texas
Comm. Expires 08-29-2025
NOTARY ID#: 12397160-2

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF Cameron

This instrument was acknowledged before me on this 16th day of June, 2023, by Rafael Molina, General Partner of **TURF & MORTAR LP**, a Texas Limited Partnership, on behalf of said a Texas Limited Liability Company and in the capacity therein stated.

PATRICIA NIETO
Notary Public, State of Texas
Comm. Expires 08-29-2025
NOTARY ID#: 12397160-2

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Camco Builders LLC
952 Pine Bluff Drive
Brownsville, Texas 78526

PREPARED IN THE OFFICE OF:

SANCHEZ & SANCHEZ,
Attorneys at Law
717 North Expressway, Ste. 10
Brownsville, TX 78520

Exhibit "B"

Exhibit "A"

Legal Description of land:

A calculated 9.61 acre tract, composed of a 8.75 [Deed], 8.63 acres measured and calculated tract of land Reserve "A" Medrano Subdivision, as recorded in Volume 14, Page 67, Map Records of Cameron County, Texas, said subdivision being out of the East 14.25 acre of the South 25.82 acre out of Lot Four [4] Block Two Hundred Nine [209], of the El Jardin Resubdivision, in Share 29, Espiritu Santo Grant, Cameron County, Texas according to the map or plat thereof recorded in Volume 4, Page 48, Map Records, Cameron County, Texas, and 0.978 acre tract [0.98 acres calculated] of land out of a 1.84 acre tract of land conveyed to City of Brownsville by Bertie M. Quinn by a Deed recorded in Volume 361, Page 458, of the Deed Records of Cameron County. Said 9.61 acre tract being more particularly described as follows:

COMMENCING at the Southeast corner of Lot 4, Block 209, of El Jardin Resubdivision, Share 29, Espiritu Santo Grant, as recorded in Volume 4, Page 48 of the Map Records of Cameron County, Texas, and also being a point on the centerline of Vermillion Road [40.0' R.O.W.]

THENCE along the said centerline of Vermillion Road, North 01 degrees 39 minutes 00 seconds East, 239.48 feet to a point on said centerline, thence North 86 degrees 52 minutes 00 seconds West, passing the West Right of Way line of Vermillion Road at 20.00 feet, and continuing at 20.02 feet, for a total distance of 40.02 feet to a set 1/2 inch iron rod found with AGH cap, on a point on the East line of a called 1.84 acre tract, as recorded in Volume 361, Page 458, of the Deed Records of Cameron County, Texas, and for a corner of the tract herein described, and POINT OF BEGINNING.

THENCE North 86 degrees 52 minutes 00 seconds West, 89.56 feet for a corner of this tract.

THENCE South 02 degrees 36 minutes 55 seconds, 53.00 feet, to a point on the North line of the Medrano Subdivision, as recorded in Volume 14 Page 67, of the AMP Records of Cameron County, Texas, and to a set 1/2 inch iron rod with AGH cap, for a corner of the tract herein described.

THENCE along the North line of Medrano Subdivision, and the North line of a 20.00 foot alley. North 86 degrees 52 minutes 00 seconds West, 794.65 feet, to a set 1/2 inch iron rod with AGH cap, for the Southwest corner of this tract, and from which two [2] found 1/2 inch iron rods were found one bearing North 30 degrees 01 minutes 04 seconds East, 14.70 feet, and the other bearing North 83 degrees 25 minutes 42 seconds East, 20.44 feet.

THENCE North 01 degrees 39 minutes 00 seconds East, 510.67 feet to a pint on the South line of called 1.00 acre tract to Putagnat Georgina, as recorded in Volume 2975 Page 4, of the Deed Records of Cameron County Texas, and to a set 1/2 inch iron rod with AGH cap, from which a found 1/2 inch iron rod bear South 88 degrees 16 minutes 46 seconds East, 3.27 feet.

THENCE along the South line of a called 3.05 acre tract to Ricardo F. Roca and wife Mauricia Roca and Prici Estella Roca, as recorded in Volume 7613, Page 162, of the Map Records of Cameron County, Texas, North 89 degrees 58 minutes 00 seconds East, 713.96 feet passing the West line of called 1.84 acre tract, as recorded in Volume 361, page 458, of the Deed Records of Cameron County, Texas, and continuing at 81.52 feet for a total distance of 795.48 feet to the East line of said 1.84 acre tract, and a set 1/2 inch iron rod with AGH cap, for the Northeast corner of the tract herein described.

THENCE, along the East line of the said 1.84 acre tract, South 01 degrees 39 minutes 00 seconds West, 501.61 feet to a set 1/2 inch iron rod with AGH cap for the POINT OF BEGINNING containing 9.61 acres of land more or less.

Camco Builders LLC
LSNB # 149743

SCALE 1"= 30'

Exhibit "B"

N 89°01'03" E 794.64'

N 0°42'03" E 505.09'

65.00

BLOCK 2

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

65.03' 59.32' 60.03' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 60.03'

101.91' 103.65' 105.42' 106.89' 108.35' 109.82' 111.29' 112.76' 114.23' 115.70' 117.17' 118.64' 120.11' 122.58'

N 0°42'03" E

Building Setback Line

Utility Easement

25.00

15.00

PROPOSED 5FT P.C. CONCRETE SIDEWALK BY OTHERS

59.30' N 89°17'57" W 60.00' 50.00' 50.00' 50.00' 50.00' SANTIAGO DRIVE 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 60.00' N 89°17'57" W

32.00 32FT PRIVATE ROAD AND PUBLIC UTILITY EASEMENT

Utility Easement 123.34' EXISTING ROW

5.00

60.00

40.00

VERMILLION ROAD

14 13 12 11 10 9 8 7 6 5 4 3 2 1

BLOCK 2

59.30' N 89°17'57" W 60.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 50.00' 60.00' N 89°17'57" W

BLOCK 1

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

100.00'

15' Utility Easement

SEBASTIAN DRIVE

32.00 32FT PRIVATE ROAD AND PUBLIC UTILITY EASEMENT

14 13 12 11 10 9 8 7 6 5 4 3 2 1

121.75' 123.28' 124.84' 126.13' 127.43' 128.72' 130.02' 131.31' 132.61' 133.90' 135.20' 136.49' 137.79' 139.08' 140.63'

EXISTING ROW

59.32' 60.02' 50.02' 50.02' N 87°48'57" W 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' 50.02' N 87°48'57" W 50.02' 50.02' 60.02'

85.00

89.20'

N 87°48'57" E

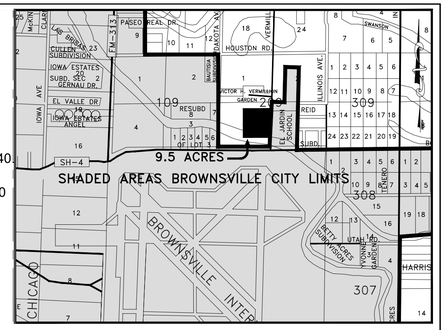
85.00

53.00'

S 01°36'03" W

20ft Alleyway

N 87°48'57" W 704.53'



VICINITY MAP

SCALE : 1" = 2000'

PROPOSED LOT LAYOUT FOR FUTURE DEVELOPMENT

(58 SINGLE FAMILY LOTS)

9.50 ACRES OUT OF THE MEDRANO SUBDIVISION AS RECORDED IN VOLUME 14, PAGE 67 C.C.M.R. BEING THE SAME TRACT AS DESCRIBED IN DOCUMENT 2023-22198 C.C.O.R.

PREPARED FOR: CAMCO BUILDERS
BROWNSVILLE, TEXAS 78526
PHONE (956) 465-7673
SEPTEMBER 2023

City of Brownsville Service Plan

The following services are to be provided within ninety (90) days:

1. **Police Protection:** Police protection shall be provided to the tract immediately upon annexation. Police protection shall include traffic control enforcement, crime prevention activities, police patrol, crime investigation and emergency medical response.

2. **Fire Protection and Emergency Medical Services:** The City of Brownsville will provide first response fire and EMS service from Fire Station #8

3. **Solid Waste Collection:** The collection and disposal of solid waste will be extended to the area within thirty (30) days on the same basis as other residential and institutional customers. Disposal of all solid waste will be at the municipal sanitary landfill.

4. **Public Water and Sewer Services:** Water service will be provided to customer at the same rates charged like customer within the city limits. The City of Brownsville's subdivision ordinance requires that all line extension be made at the expense of the subdivider. The subdivision ordinance requires all lines extensions to conform to the standards and specifications adopted by the respective water purveyor. Water for the fire protection will be provide to the track on the same basis and subject to the same requirements as well new development within the city limits.

5. **Maintenance of Roads and Streets:** Public roads and streets will be maintained on the effective date of the annexation in the same manner as all roads and streets within the city limits. Road maintenance consists of repair of paving, maintenance of traffic lights, controls and signals, and will be provided immediately upon annexation. City ordinances require that street lighting of all new developments be provided by the developer.

6. **Maintenance of Parks, Playgrounds, and Swimming Pools:** No public parks, playgrounds, or swimming pools are located within the tract. All recreational facilities required by the development shall be provided at the expense of the developer, its successors and assigns, at such time as warranted by the development.

7. **Maintenance of Other Public Facilities:** All facilities required by the development shall be provided at the expense of the developer, its successors and assigns, or jointly in cooperation with the City at such time as warranted by the development

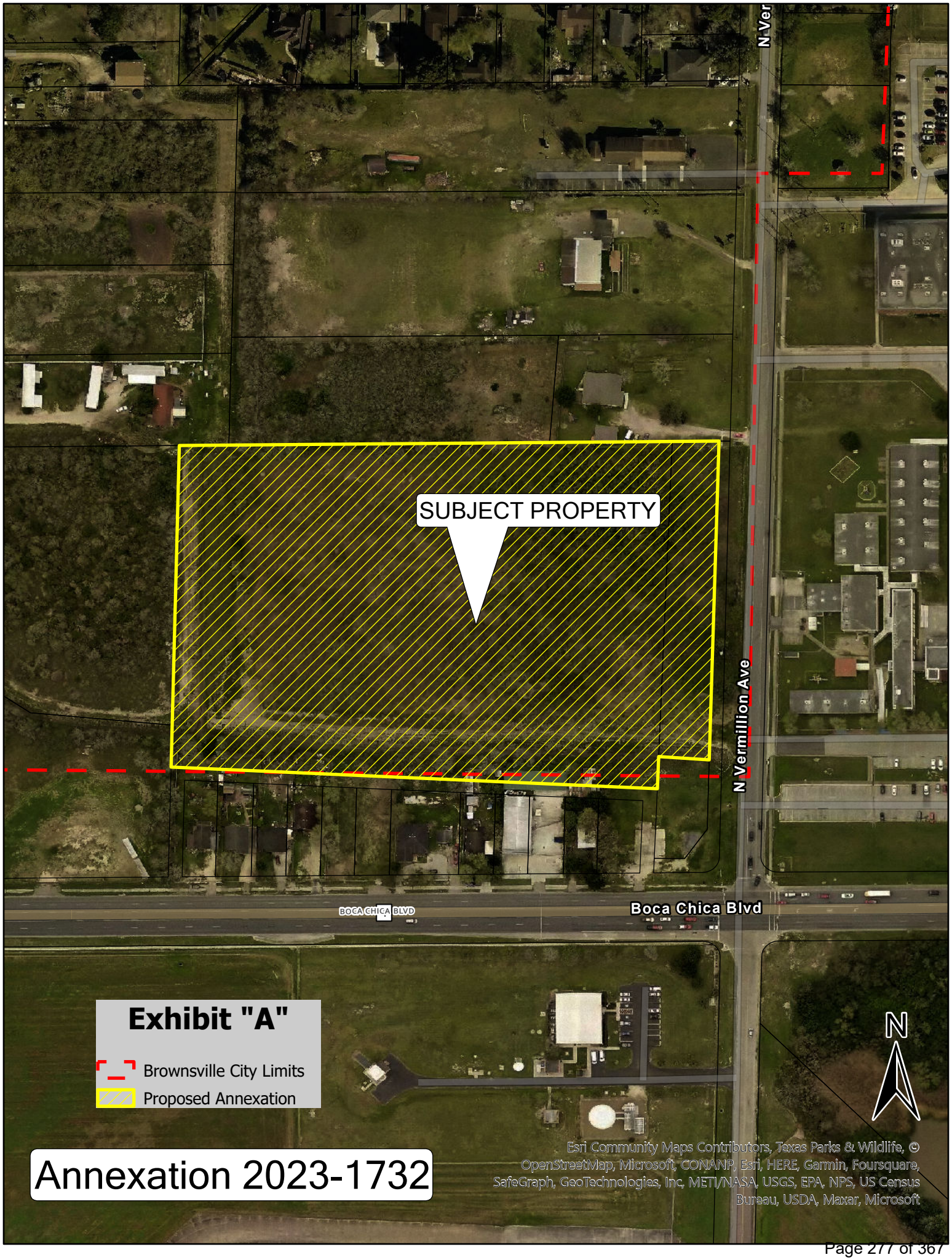
This Service Plan does not contemplate the creation of another political subdivision. It also does not propose fewer or a lower level of services than those currently existing in the tract.

Capital Improvements

The Service Plan does not require a landowner in the area to fund any necessary capital improvements in a manner inconsistent with Chapter 395 of the Texas Local Government Code, unless otherwise agreed to by the landowner.

Construction of any necessary capital improvements shall begin within two and a half years of the effective date of the annexation and shall be substantially completed within four and a half years after the date as provided by Section 43.056, Subchapter C, of the Texas Local Government Code. The municipality shall provide municipal services by any of the methods by which it extends the services to any other area of the municipality.

The Service Plan is valid for a period of ten years, and all services within the area shall be provided in accordance with the Plan. Should an ordinance pertaining to reserve areas or impact fees be adopted by the City Commission, the ordinance shall supersede any provisions established herein.


N Ver
SUBJECT PROPERTY
N Vermillion Ave
BOCA CHICA BLVD
Boca Chica Blvd
Exhibit "A"
Brownsville City Limits
Proposed Annexation
N
Annexation 2023-1732
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To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, December 5, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-033**, to rezone from Agriculture (AG) to Residential Suburban (R-2) and Residential Transition (R-3) to allow a duplex and multifamily development for a 40.00-acre tract of land being Lot 8, Block 411, El Jardin Resubdivision, Cameron County, Texas, located on North Indiana Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

Summary:

Property owner, Saketa Holdings, LLC., proposes to change the Zoning Designation for a 40.00-acre tract of land being Lot 8, Block 411, El Jardin Resubdivision, Cameron County, Texas, located on North Indiana Avenue, Brownsville, Texas 78521. The applicant requests to rezone the subject property from Agriculture (AG) to Residential Suburban (R-2) and Residential Transition (R-3) for the purpose of establishing a duplex and multi-family development.

The predominant land use in the surrounding area is undeveloped land. Additional uses, such as single-family dwelling are also present within proximity of the subject property.

The property is located within the Employment Hub and Future Employment Hub. The request is consistent with the Future Land Use Map.

Project Scope and Analysis:

The subject property has an area of 40 acres and is currently vacant. The applicant is requesting a zoning reclassification due to the current zoning (AG) only allowing large single-family estates and ranch/farming uses. A development consisting of 2 units on the same property is considered a duplex and requires a R-2 zoning, while a development where 3 units or more exists, the development is then categorized as multi-family and requires a minimum zoning designation of (R-3). It is important to point out that the proposed zoning designation (R-2 and R-3) may allow a density of 2 dwelling units per property or up to 30 dwelling units per acre, respectively. It is important to note that 10 acres will be used for multi-family development while the remaining 30 acres will be used for duplex lots (approximately 107).

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 November 2, 2023. The Planning and Zoning Commission approves this rezoning from Agriculture (AG) to Residential Suburban (R-2) and Residential Transition (R-3).

The item was approved by the City Commission at 1st Reading on November 14th, 2023.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-033

STAFF REPORT

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

APPLICATION DETAILS

Applicant/Representative: Saketa Holdings, LLC
Property Address: North Indiana Avenue & Oklahoma Avenue
Application Type: Rezone
Current Zoning: Agriculture (AG)
Application Date: October 3, 2023
CC Meeting Dates: 1st – November 14, 2023/ 2nd – December 5, 2023
Overlay(s): N/A
No. of Mail-outs: 34

Geo ID: 74-7540-4110-0080-00
Case No.: 235-2023-033
Proposed Use: Duplex & Multifamily Development
Proposed Zoning: R-2 & R-3
P&Z Date: November 2, 2023
Electoral District: 2
Annexation Year: 2023
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 40.00-acre tract of land being Lot 8, Block 411, El Jardin Resubdivision, Cameron County, Texas, located on North Indiana Avenue, Brownsville, Texas 78521.
Roadway Frontage: The subject property is fronting North Indiana Avenue, a Primary Arterial.
Predominant Land Use: The predominant land use within the area is Undeveloped Land.

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

North: Undeveloped Land and Single-Family Dwelling
East: Undeveloped Land
South: Undeveloped Land and Single-Family Dwelling
West: Undeveloped Land and Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Heavy Industrial (HI) and Extraterritorial Jurisdiction (ETJ)
East: Extraterritorial Jurisdiction (ETJ)
South: Extraterritorial Jurisdiction (ETJ)
West: Extraterritorial Jurisdiction (ETJ)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Employment Hub and Future Employment Hub. The land uses in the Employment Hub are half industrial, with a healthy mixture of all other land uses. Residential land uses should be primarily single family, duplex and triplex uses with an average density of 4 dwelling units per acre. Land uses in the Future Employment Hub should be almost all community facilities with a small number of industrial uses to allow for preserves and city owned land for municipal and infrastructure services. 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 Agriculture (AG) to Residential Suburban (R-2) and Residential Transition (R-3).

ORDINANCE NUMBER 235-2023-033

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 Agriculture (AG) to Residential Suburban (R-2) and Residential Transition (R-3) to allow a duplex and multifamily development for a 40.00-acre tract of land being Lot 8, Block 411, El Jardin Resubdivision, Cameron County, Texas, located on North Indiana Avenue, Brownsville, Texas 78521, as shown in Exhibit "A"; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas. .

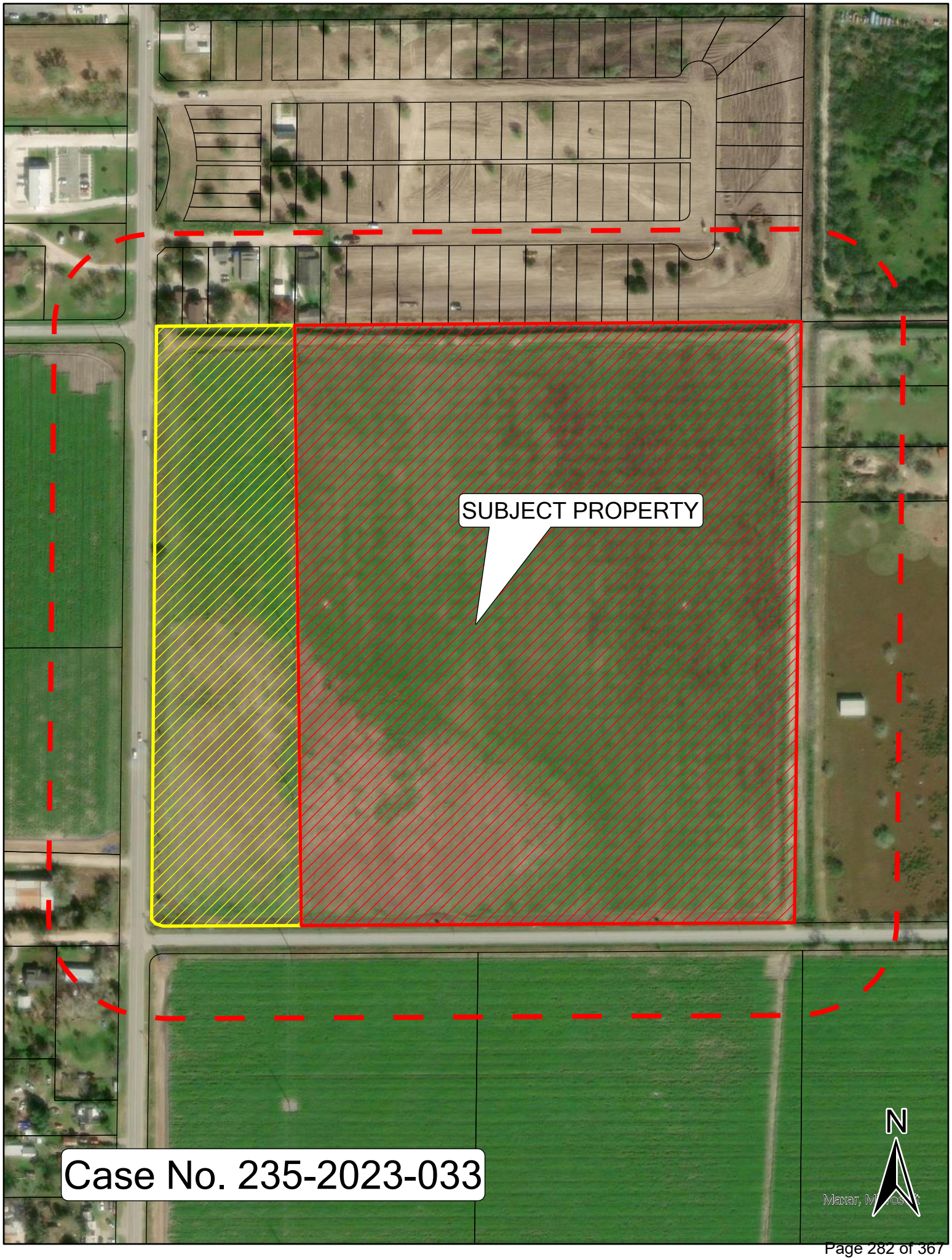
Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **November 14, 2023**. Passed at First Reading on **November 14, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **December 5**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary


SUBJECT PROPERTY
N
Case No. 235-2023-033

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
- Brownsville City Limits

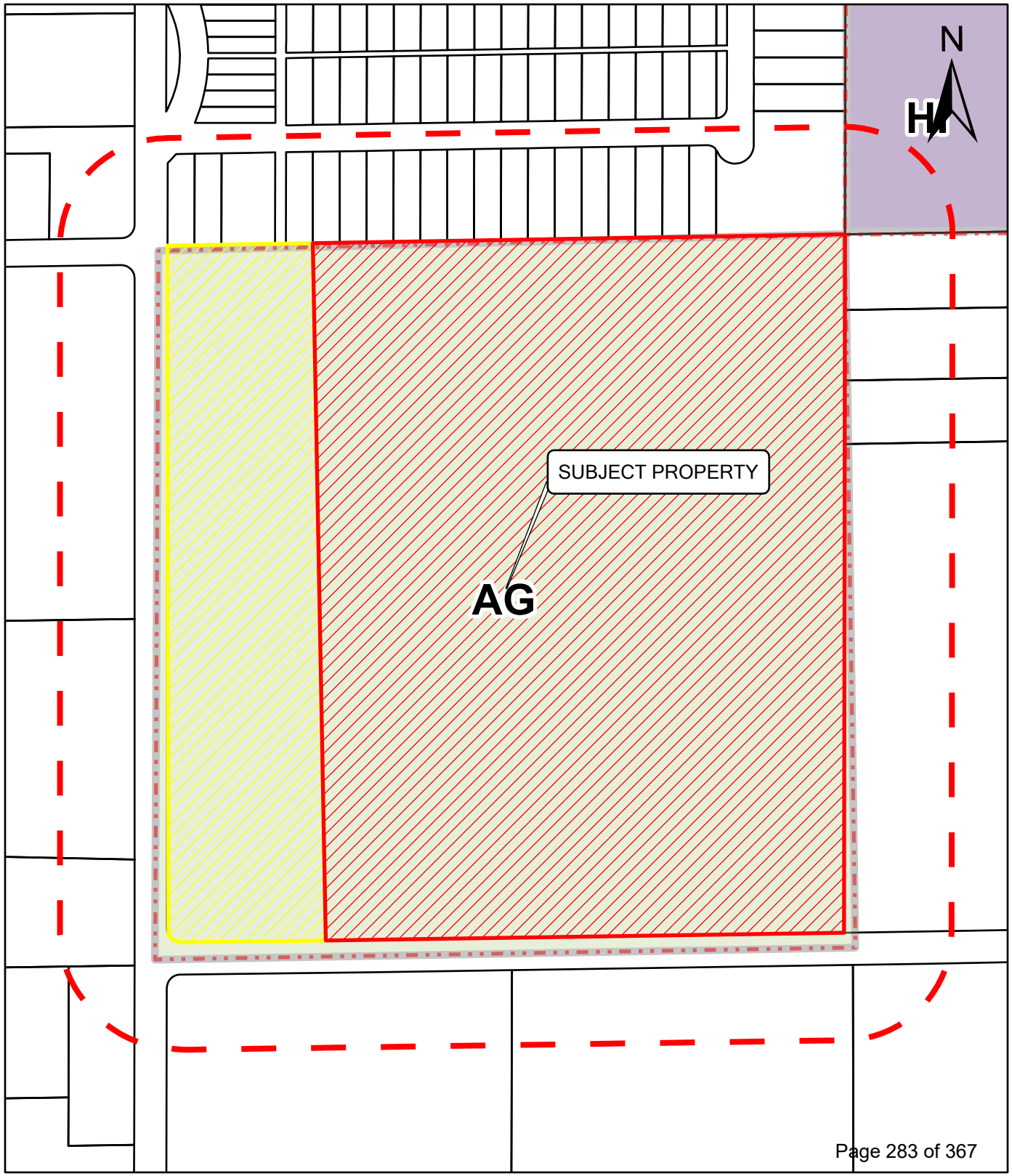
EXHIBIT "A"

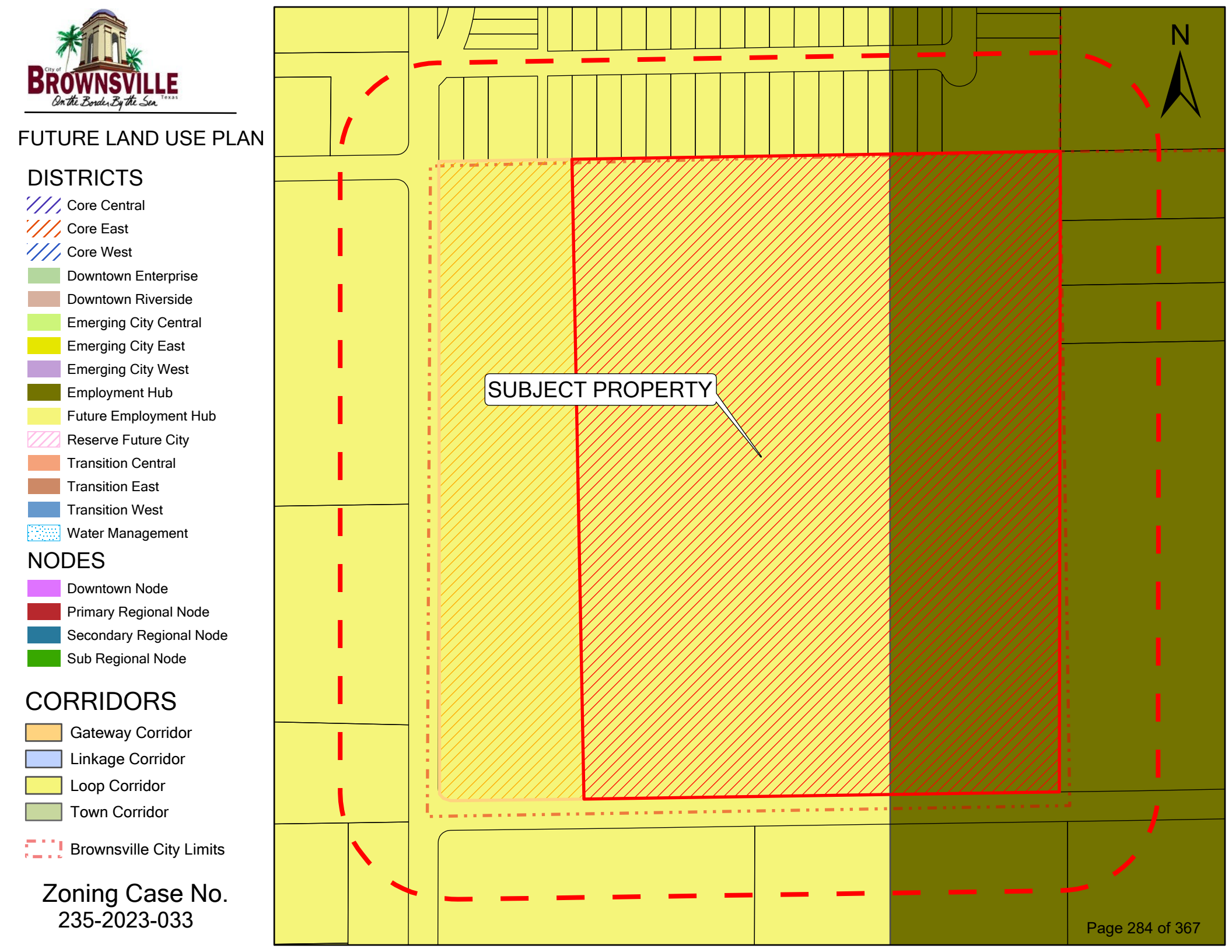
Rezoning request:
Case # 235-2023-033

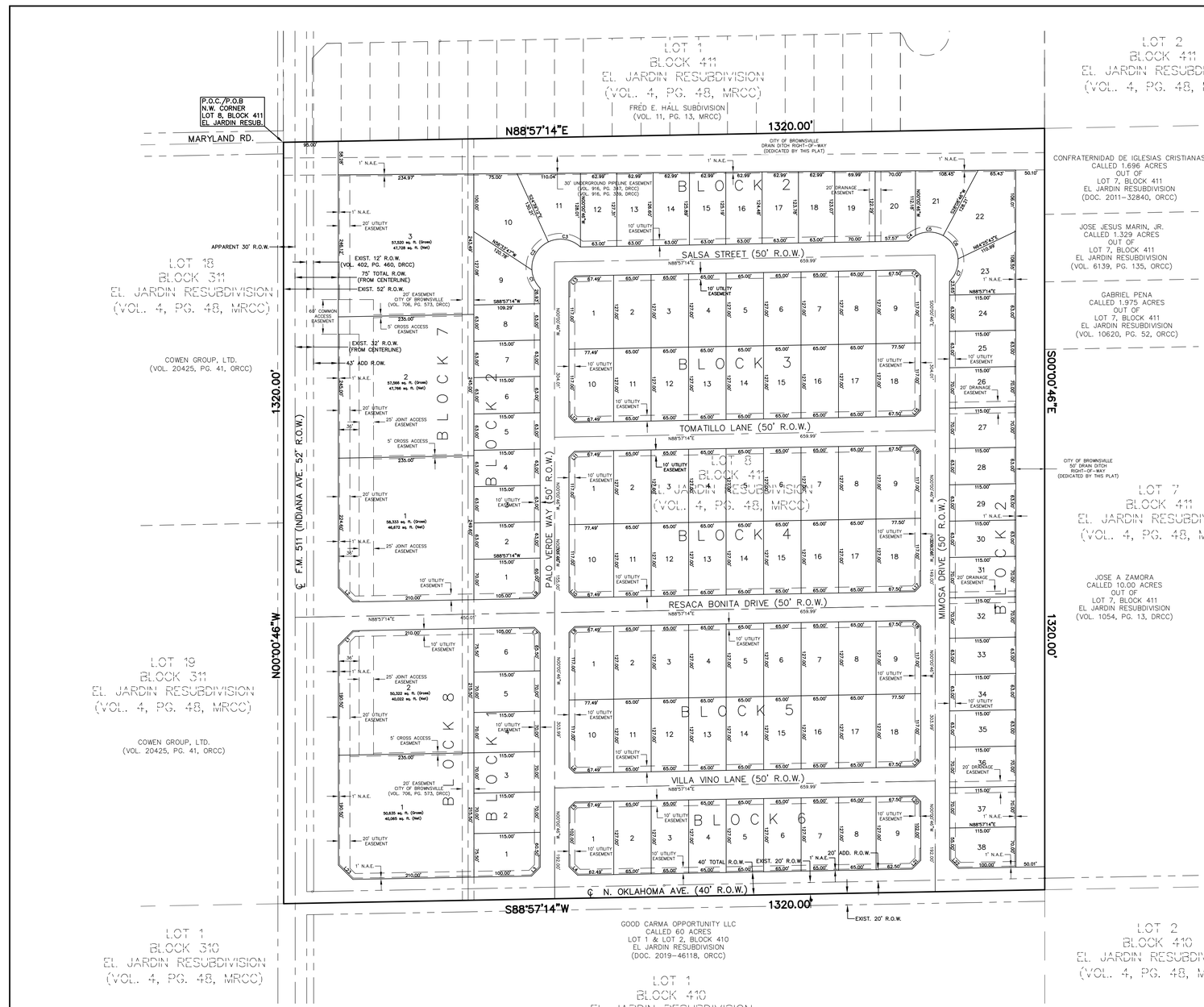
Current Zoning:
AG, Agricultural

Proposed Zoning:
R-2, Residential Suburban (30 Acres)
R-3, Residential Transition (10 Acres)

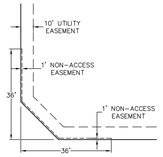
Brownsville Electoral District #2




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.
235-2023-033
SUBJECT PROPERTY
N



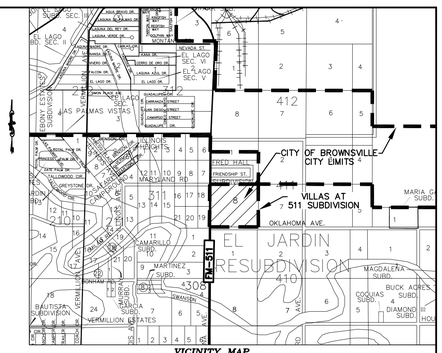
LEGEND	
⊕	Conc. Monu. Set
⊠	Conc. Monu. Found
○	Iron Pin Found
●	1/2" Iron Pin Set
✕	CPS Found
✕	Nail set in pavement
U.E.	Utility Easement
D.E.	Drainage Easement
N.A.E.	Non-Access Easement



TYPICAL LOT CORNER DETAIL
(UNLES OTHERWISE SHOWN)
NOT TO SCALE

LINE TABLE		
LINE	LENGTH	BEARING
L1	35.67	S44°28'14"W
L2	35.04	S45°31'46"E
L3	21.40	N44°28'14"E
L4	21.02	S45°31'46"E
L5	14.27	N44°28'14"E
L6	14.01	N45°31'46"W
L7	14.01	S45°31'46"E
L8	14.27	N44°28'14"E
L9	14.27	N44°28'14"E
L10	14.01	S45°31'46"E
L11	14.27	N44°28'14"E
L12	14.01	S45°31'46"E
L13	14.27	N44°28'14"E
L14	14.01	S45°31'46"E
L15	14.27	S44°28'14"W
L16	14.01	S45°31'46"E
L17	14.27	S44°28'14"W
L18	14.01	N45°31'46"W
L19	14.27	S44°28'14"W
L20	14.01	S45°31'46"E
L21	21.40	S44°28'14"W
L22	21.02	S45°31'46"E
L23	35.04	S45°31'46"E

CURVE TABLE			
CURVE	LENGTH	RADIUS	CHORD DIRECTION
C1	35.28	50.00	S24°16'46"E
C2	60.00	50.00	S30°18'44"W
C3	60.00	50.00	N80°56'16"W
C4	15.74	50.00	S52°27'23"W
C5	50.00	50.00	N89°52'28"W
C6	50.00	50.00	N32°34'28"W
C7	43.13	50.00	N20°47'23"E



VICINITY MAP
SCALE: 1" = 2000'

METES AND BOUNDS DESCRIPTION

BEING LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411), EL JARDIN RESUBDIVISION, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 4, PAGE 48, MAP RECORDS OF CAMERON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BASIS OF BEARING: TEXAS STATE PLANE COORDINATE SYSTEM OF 1983, SOUTH ZONE 4205).

COMMENCING AT A POINT IN THE NORTHWEST CORNER OF SAID LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411), SAID POINT ALSO BEING WITHIN THE RIGHT-OF-WAY OF F.M. 511 (INDIANA AVE.) FOR THE POINT OF BEGINNING AND FOR THE NORTHWEST CORNER OF THE TRACT HEREIN DESCRIBED.

THENCE, ALONG THE NORTH LINE OF SAID LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411) AND ALONG THE APPROXIMATE CENTERLINE OF A DRAIN DITCH LATERAL, NORTH 88 DEGREES 57 MINUTES 14 SECONDS EAST, PASSING AT A DISTANCE OF 52.00 FEET THE APPARENT EAST RIGHT-OF-WAY LINE OF SAID F.M. 511 (INDIANA AVE.), A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT IN THE APPROXIMATE CENTERLINE OF A DRAIN DITCH LATERAL FOR THE NORTHEAST CORNER OF SAID LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411) AND FOR THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED.

THENCE, ALONG THE EAST LINE OF SAID LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411) AND ALONG THE APPROXIMATE CENTERLINE OF A DRAIN DITCH LATERAL, SOUTH 00 DEGREES 00 MINUTES 46 SECONDS EAST, PASSING AT A DISTANCE OF 1,300.00 FEET THE APPARENT NORTH RIGHT-OF-WAY LINE OF N. OKLAHOMA AVENUE (40' R.O.W.), A TOTAL DISTANCE OF 1,320.00 FEET TO A POINT IN THE CENTERLINE OF SAID N. OKLAHOMA AVENUE (40' R.O.W.) FOR THE SOUTHEAST CORNER OF SAID LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411) AND FOR THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED.

THENCE, ALONG THE SOUTH LINE OF SAID LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411) AND ALONG THE CENTERLINE OF SAID N. OKLAHOMA AVENUE (40' R.O.W.), SOUTH 88 DEGREES 57 MINUTES 14 SECONDS WEST, A DISTANCE OF 1,320.00 FEET TO A POINT IN THE CENTERLINE OF SAID F.M. 511 (INDIANA AVE.) FOR THE SOUTHWEST CORNER OF SAID LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411) AND FOR THE SOUTHWEST CORNER OF THE TRACT HEREIN DESCRIBED.

THENCE, ALONG THE WEST LINE OF SAID LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411) AND ALONG THE CENTERLINE OF SAID F.M. 511 (INDIANA AVE.), NORTH 00 DEGREES 00 MINUTES 46 SECONDS WEST, A DISTANCE OF 1,320.00 FEET TO THE POINT OF BEGINNING, CONTAINING 40.00 ACRES OF LAND, MORE OR LESS.

SURVEYOR'S CERTIFICATE:

I, ROBERT L. CLOSNER, JR., A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY STATE THAT THIS SURVEY PLAT WAS PREPARED FROM RESEARCH INFORMATION, AND FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND, UNDER MY SUPERVISION, AND THAT PROPER SURVEYING CONSIDERATION HAS BEEN GIVEN THIS PLAT TO THE BEST OF MY KNOWLEDGE. ALL DISTANCES ARE IN FEET.

Robert L. Closner — 9/13/23

ROBERT L. CLOSNER, JR., R.P.L.S.
REG. NO. 5983

MARCH 2023
DATE OF SURVEY

DATE

STATE OF TEXAS
REGISTERED
ROBERT L. CLOSNER, JR.
5983
PROFESSIONAL
LAND SURVEYOR

PLANNING AND ZONING COMMISSION CERTIFICATION

I, RONALD MILLS, CHAIRMAN OF THE PLANNING AND ZONING CIMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, DO HEREBY CERTIFY THAT SAID COMMISION HAS APPROVED THIS ____, 20__ VERSION OF THE MASTER PLAN OF "VILLAS AT 511 SUBDIVISION, WITH SAID MASTER PLAN CONSISTING OF A TOTAL OF ONE (1) SHEET OF WHICH THIS IS SHEET NO. 1 AND HEREBY DECLARE THAT ANY TAMPERING WITH SAID MASTER PLAN AFTER THE AFOREMENTIONED DATE SHALL CAUSE SUCH APPROVAL TO BECOME VOID.

WITNESS MY HAND ON THIS THE _____ DAY OF _____,20___.

_____ _____
RONALD MILLS — DATE
CHAIRMAN OF THE PLANNING AND ZONING COMMISION

_____ _____
DEREK BENAVIDES — DATE
SECRETARY

PLAT NOTES AND RESTRICTIONS:

1.) THIS PROPERTY IS LOCATED IN FLOOD ZONE X, AREA OF MINIMAL FLOOD HAZARD; ACCORDING TO COMMUNITY PANEL NUMBER: 48061C0595F, EFF. DATE 2/16/18, AS PREPARED BY FEMA. BASED ON GRAPHICAL REPRESENTATION.

2.) MINIMUM FINISHED FLOOR ELEVATION SHALL BE ELEV. 18" ABOVE TOP OF CURB AT CENTER OF LOT,

3.) BENCHMARK:
NGS AB1206 ELEV. 16.15 (NAVD 88) – LOCATED ON ROBINDALE ROAD APPROXIMATELY 36 FEET SOUTH OF THE ENTRANCE TO THE BROWNSVILLE ROBINDALE WASTEWATER TREATMENT PLANT.
TBM – RR SPIKE SET IN POWERPOLE ELEV. 22.43 (NAVD 88)

4.) BASIS OF BEARINGS: TEXAS STATE PLANE COORDINATE SYSTEM NAD 1983, TEXAS SOUTH ZONE.

5.) SETBACKS SHALL COMPLY WITH CITY ZONING ORIDINANCE.

6.) BLOCKS 1 – 6: DESIGNATED FOR RESIDENTIAL USE.

7.) BLOCKS 7 – 8: DESIGNATED FOR MULTIFAMILY USE.
A.) MAY REQUIRE ON-SITE DETENTION AS PER CITY OF BROWNSVILLE STANDARDS.

8.) ALL STREET RIGHT-OF-WAY, AS SHOWN ON THIS PLAT, ARE DEDICATED TO THE CITY OF BROWNSVILLE BY THIS PLAT.

MP NO.: _____
107 TWO-FAMILY LOTS; 5 MULTI-FAMILY LOTS

MASTER PLAN
OF
VILLAS AT 511 SUBDIVISION

A 40.00 ACRE TRACT OF LAND, MORE OR LESS, BEING LOT EIGHT (8), BLOCK FOUR HUNDRED ELEVEN (411), EL JARDIN RESUBDIVISION, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 4, PAGE 48, MAP RECORDS CAMERON COUNTY, TEXAS.

PRINCIPAL CONTACTS:

	NAME	ADDRESS	PHONE	EMAIL
OWNER/DEVELOPER:	SAKETA HOLDINGS, LLC	15 OAK LANE, GREEN BROOK, NJ 08812	(845) 392-8254	stalla@hotmail.com
ENGINEER:	ROBERT L. CLOSNER, JR.	P.O. BOX 170, MERCEDES, TX 78570	(956) 565-2688	bclosner@jimmyclosner.com
SURVEYOR:	ROBERT L. CLOSNER, JR.	P.O. BOX 170, MERCEDES, TX 78570	(956) 565-2688	bclosner@jimmyclosner.com

JCS ENGINEERING AND SURVEYING
PO BOX 170
MERCEDES, TEXAS 78570
PHONE (956) 565-2688
FAX (956) 565-0347
TBPE FIRM REGISTRATION NO. F-9911
TBPLS FIRM REGISTRATION NO. 10084200

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, December 5, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-034-S**, to request a Specific Use Permit to allow a used car lot in a Commercial Corridor (CC) zoning designation for a 0.15-acre tract out of the North half of Lot 3, Block 1, M. Samano Partition of a portion of the Wymore Tract, Cameron County, Texas, located at 7215 Paredes Line Road, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

Summary:

Property owner, Saul Mascorro, is requesting a Specific Use Permit to allow a used car lot in a Commercial Corridor (CC) zoning designation for a 0.15-acre tract out of the North half of Lot 3, Block 1, M. Samano Partition of a portion of the Wymore Tract, Cameron County, Texas, located at 7215 Paredes Line Road, Brownsville, Texas 78526.

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

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

Project Scope and Analysis:

The subject property is approximately 0.15 acre and fronts Paredes Line Road where commercial uses are prevalent. This parcel currently lies within an area where properties are operating as used car lots. It is important to note that some of these existing used car lots are operating without a Certificate of Occupancy. Staff would also like to point out that the majority of these businesses existed prior to the incorporation of the parcels into the City of Brownsville. The current zoning designation of the property (Commercial 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 November 2, 2023. The Planning and Zoning Commission approves this Specific Use Permit to allow a used car lot in Commercial Corridor (CC).

The item was approved by City Commission at 1st Reading on November 14th, 2023.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-034-S

STAFF REPORT

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

APPLICATION DETAILS

Applicant/Representative: Saul Mascorro
Property Address: 7215 Paredes Line Road
Application Type: Specific Use Permit (SUP)
Current Zoning: Commercial Corridor (CC)
Application Date: October 3, 2023
CC Meeting Dates: 1st – November 14, 2023/ 2nd – December 5, 2023
Overlay(s): N/A
No. of Mail-outs: 10

Geo ID: 78-9640-0010-0030-00
Case No.: 235-2023-034-S
Proposed Use: Used Car Lot
Proposed Zoning: Commercial Corridor (CC) with SUP
P&Z Date: November 2, 2023
Electoral District: 3
Annexation Year: 1995
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: A 0.15-acre tract out of the North half of Lot 3, Block 1, M. Samano Partition of a portion of the Wymore Tract, Cameron County, Texas, located at 7215 Paredes Line Road, Brownsville, Texas 78526.
Roadway Frontage: The subject property is fronting Paredes Line Road, a Primary Arterial.
Predominant Land Use: The predominant land use within the area is Commercial Development.

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

North: Undeveloped Land, Single-Family Dwelling, and Commercial Business
East: Undeveloped Land and Industrial Development
South: Single-Family Dwelling and Commercial Business
West: Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Commercial Corridor (CC) and Regional Center (RC)
East: Commercial Corridor (CC) and Light Industrial (LI)
South: Commercial Corridor (CC)
West: 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. 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 not 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 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 Commercial Corridor (CC).

ORDINANCE NUMBER 235-2023-034-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 a Commercial Corridor (CC) zoning designation for a 0.15-acre tract out of the North half of Lot 3, Block 1, M. Samano Partition of a portion of the Wymore Tract, Cameron County, Texas, located at 7215 Paredes Line Road, Brownsville, Texas 78526, as shown in Exhibit "A"; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

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

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

- 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 **November 14, 2023**. Passed at First Reading on **November 14, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **December 5**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda G. Gomez
City Secretary

AURORA ST
SUBJECT PROPERTY
PAREDES LINE RD
N
Case No. 235-2023-034-S

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial
- Brownsville City Limits

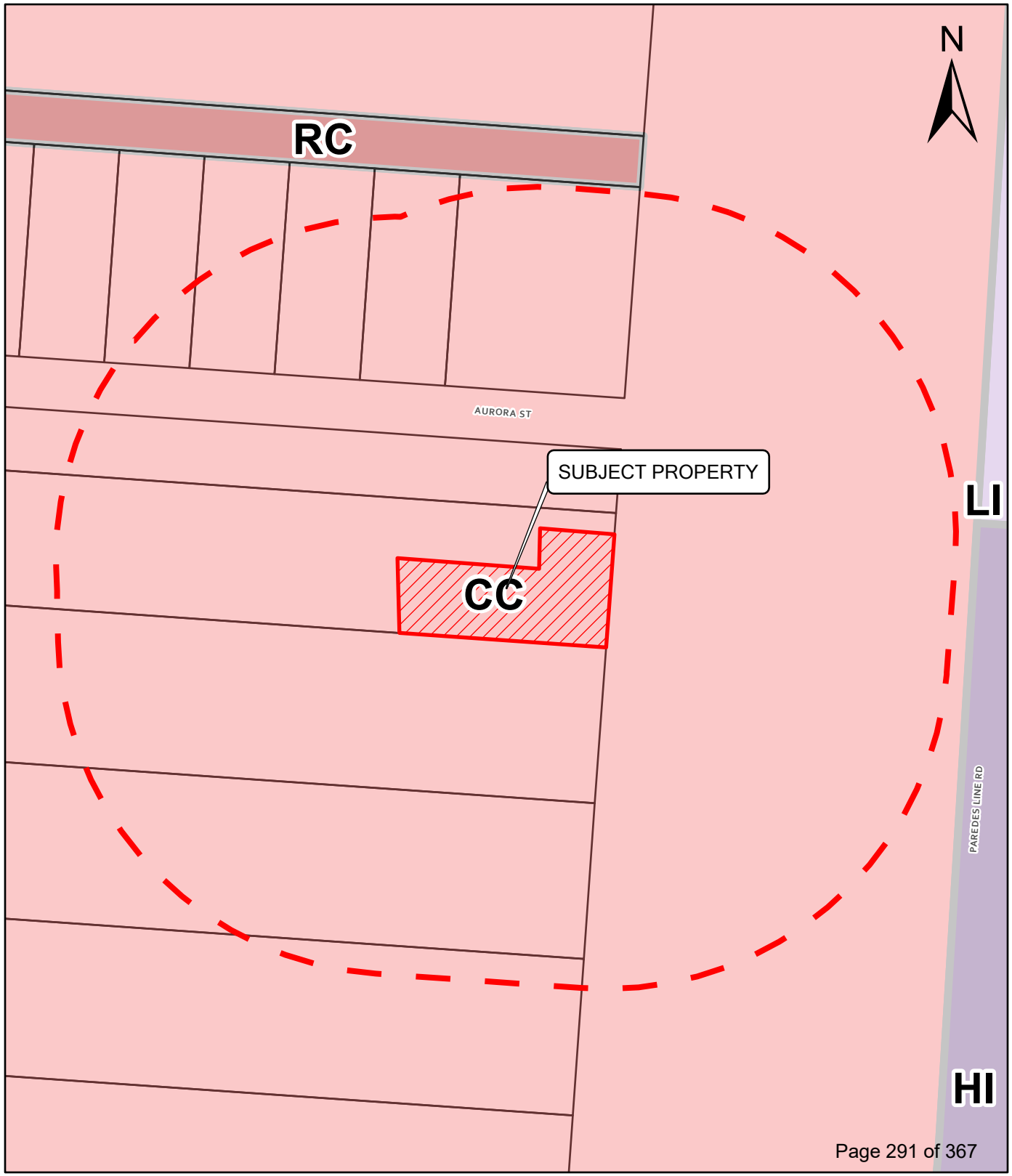
EXHIBIT "A"

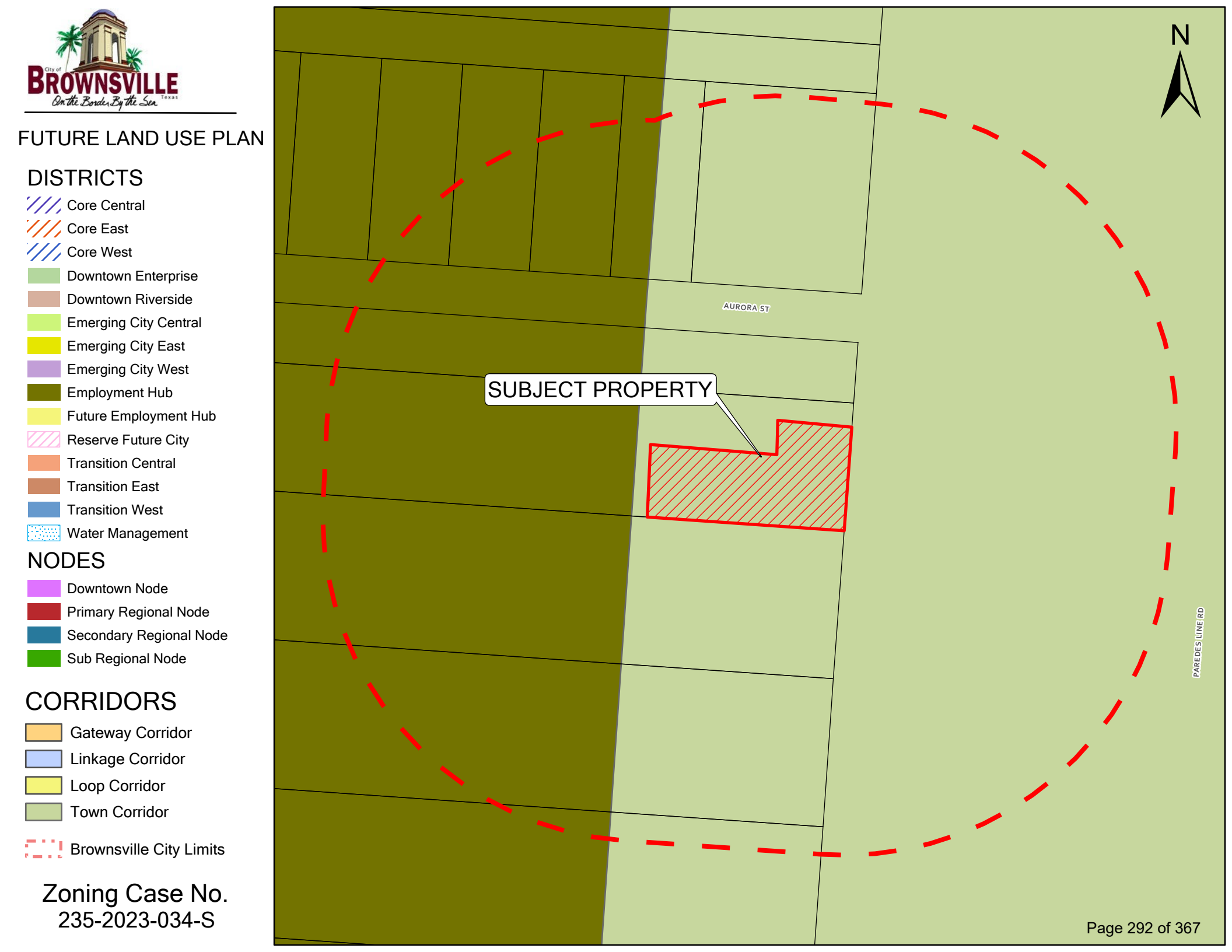
Rezoning request:
Case # 235-2023-034-S

Current Zoning:
CC, Commercial Corridor

Proposed Zoning:
SUP, Specific Use Permit

Brownsville Electoral District #3



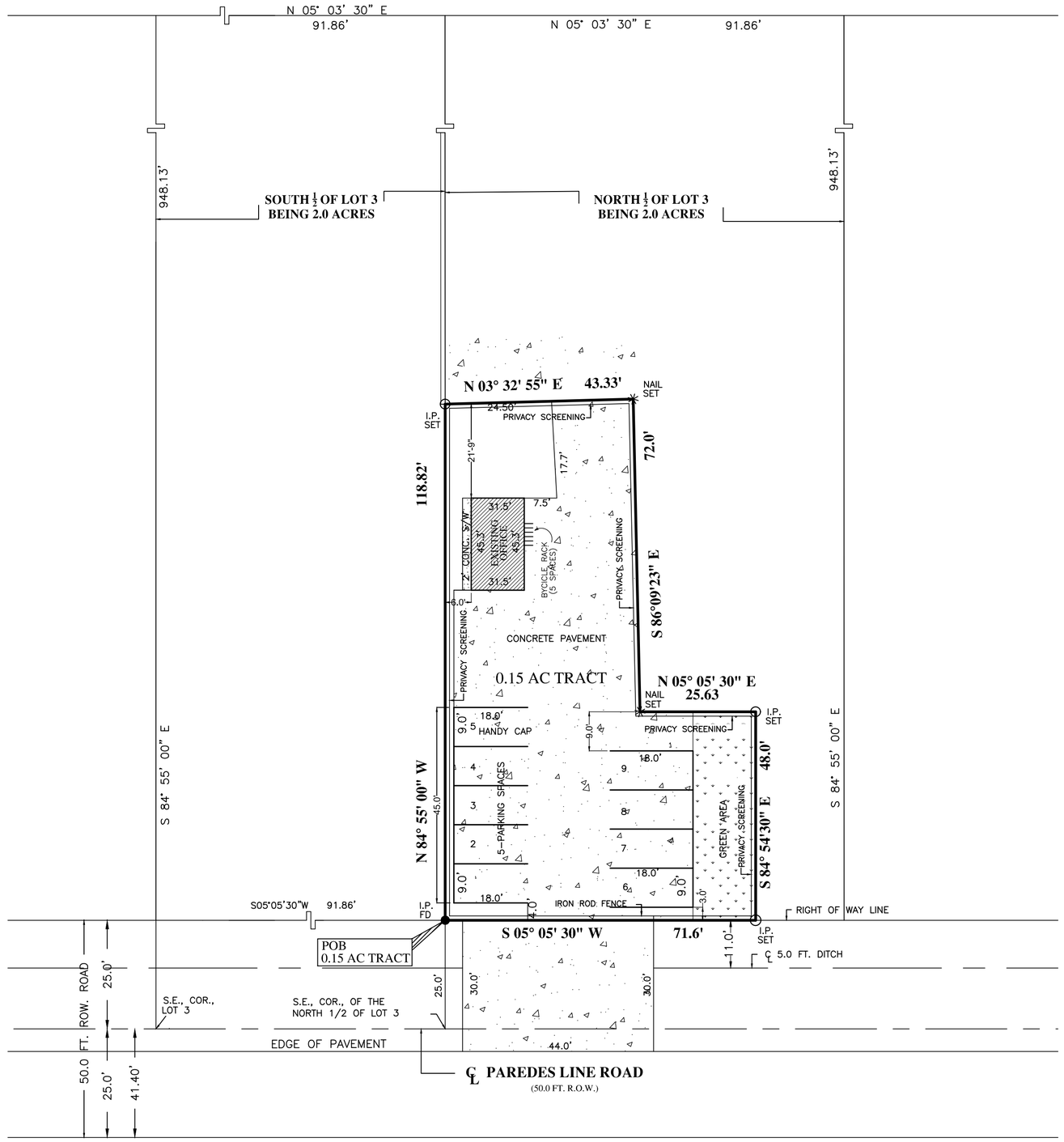

FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-034-S
N
AURORA ST
SUBJECT PROPERTY
PAREDES LINE RD

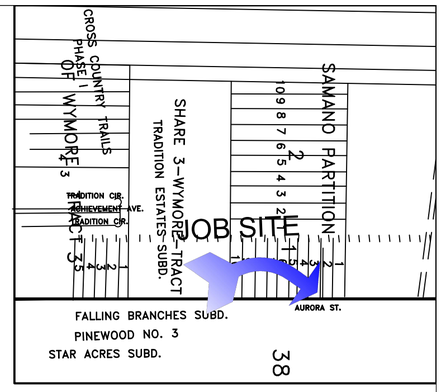
NOTES :

1.- CARPORT WAS NOT MEETING THE RESIDENTIAL BECAUSE THE ENTIRE PROPERTY IS COMMERCIAL ZONING AND THE CAR LOT OWNER IS THE OWNER OF THE ENTIRE PROPERTY.
2.- TOTAL OF 9 INVENTORY VEHICLE SPACES ARE PLANNED FOR INVENTORY PURPOSES.
3.- BUILDING WILL PROVIDE A 5 SPACES BYCICLE RACK.
4.- GREEN AREA OF 692.4 SQ.FT.
5.- PRIVACY SCREENING HAS BEEN ADDDED ALL AROUND THE SITE PLAN.

NOTES :

A.- ORGANIZED PARKING ON INVENTORY
B.- ADEQUATE SPACE FOR TRAFFIC FLOW
C.- MANSONRY WALL SCREENING ALONG ALL PROPERTY LINES ABUTTING SINGLE FAMILY-USES.
D.- STORAGE OF INVENTORY WITHIN THE PROPERTY
E.- UNLOADING OF INVENTORY WITHIN THE PROPERTY
F.- ALL TYPE OF WORK MUST BE DONE WITHIN ENCLOSED AREAS
G.- ALL VEHICLES MUST BE PARKED ON IMPROVED SURFACES (I.E., CONCRETE OR ASPHALT)





VICINITY MAP

LEGEND

☼	SECURITY LIGHT
△	CAS METER
⊖	POWER POLE
□	WATER METER
⊠	TELEVISION PEDESTAL
⊖	TELEPHONE PEDESTAL
⊠	ELECTRIC JUNCTION BOX
⊕	FIRE HYDRANT
-//-//-	BARBED WIRE FENCE
-x-x-	HOG WIRE FENCE
-○-○-○-	CHAIN LINK FENCE
-□-□-	PRIVACY SCREENING
℄	PROPERTY LINE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENT
R-O-W	RIGHT-OF-WAY
B-C	BACK OF CURVE
●	IRON PIN FOUND
○	IRON PIN SET
■	CONC. MONUMENT FOUND
*	COTTON PICKER SPINDLE
T-B-M	TEMPORARY BENCH MARK

THE UNDERSIGNED HEREBY CERTIFIES THAT THE SURVEY DESCRIBED HEREON WAS MADE ON THE GROUND ON 09/29/2023 THAT THE ONLY IMPROVEMENTS ON ARE AS SHOWN; THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING APPARENT CONFLICTS OR VISIBLE EASEMENTS EXCEPT AS SHOWN HERON. ALL THE ROAD AND RIGHT-OF-WAYS SHOWN ARE AS PER MAP RECORDS, VOLUME 14, PAGES 49 AND 49-A C.C.M.R. THIS CERTIFCATE IS ONLY VALID WITH AN ORIGINAL SINGATURE AND IF THE DRAWING CONTAINS NO ERASURES OR ADDITIONS.

MANUEL J. MONTEMAYOR PE/RPLS
REGISTERED PROFESSIONAL LAND SURVEYOR #2977
REV. 10/02/2023

STATE OF TEXAS · REGISTERED · MANUEL J. MONTEMAYOR · 2977 · PROFESSIONAL LAND SURVEYOR

SITE PLAN

BEING
0.15 ACRE TRACT
OUT OF THE
THE NORTH HALVE 1/2 OF LOT THREE (3), BLOCK ONE (1),
M. SAMANO PARTITION
OF A PORTION OF THE WYMORE TRACT IN
CAMERON COUNTY, TEXAS, ACCORDING TO
THE PLAT THEREOF RECORDED IN
VOLUME 14, PAGE 49 AND 49-A, MAP RECORDS
CAMERON COUNTY, TEXAS.

SURVEYED FOR: MARISELA MASCORRO

COPY RIGHT NOTICE !!

COPYRIGHT 2023, MONTEMAYOR ENGINEERING, INC., 6491 PAREDES LINE ROAD, BROWNSVILLE, TEXAS 78526 MANUEL J. MONTEMAYOR, REGISTERED PROFESSIONAL LAND SURVEYOR. THIS SURVEY IS BEING PROVIDED SOLELY FOR THE USE OF CURRENT PARTIES AND NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THE SURVEY EXCEPT AS IS NECESSARY IN CONJUCTION WITH THE ORIGINAL TRANSACTION, WHICH SHALL TAKE PLACE WITHIN 90 DAYS AFTER THIS SURVEY WAS PROVIDED.

ADDRESS OF PROPERTY:
7215 PAREDES LINE ROAD
BROWNSVILLE, TEXAS 78526

MONTEMAYOR - HANSEN
GARCIA - VILLAFRANCO & ASSOCIATES
SURVEYORS • PLANNERS
6491 Paredes Line Road, Brownsville, TX 78526
Office: (956) 546-0671 Fax: (956) 541-8606
mjmonte6491@gmail.com www.montemayorengineering.com

Drawn by: O.C.	Since 1972	Scale: 1" = 20.0'
Checked by: J.C.R.		Date: 09/11/2023
Approved by: M.J. Montemayor		Rev. Date: 10/02/2023
Project No. ME -27060	Firm # 13652	Sheet: 1 of 1

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, December 5, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-036**, to rezone from Residential Estate (RE) to Residential Transition (R-3) to allow a multifamily development for the North 5.0 acres of land out of the South 15.0 acres of Bock 143, El Jardin Subdivision, Shares 19 & 27, Cameron County, Texas, located on North Central Avenue, Brownsville, Texas 78526, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

Summary:

Property owner, Rolando Garza, proposes to change the Zoning Designation for the North 5.0 acres of land out of the South 15.0 acres of Bock 143, El Jardin Subdivision, Shares 19 & 27, Cameron County, Texas, located on North Central Avenue, Brownsville, Texas 78526. The applicant requests to rezone the subject property from Residential Estate (RE) to Residential Transition (R-3) for the purpose of establishing a multi-family development.

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as undeveloped land are also present within proximity of the subject property.

The property is located within the Transition Central District. The proposed zoning/use is consistent with the Future Land Use Map.

Project Scope and Analysis:

The subject property has an area of 5.0 acres and is currently vacant. The applicant is requesting a zoning reclassification due to the current zoning (RE) only allowing large single-family estates. A development consisting of 3 units, or more, is categorized as multi-family and requires a minimum zoning designation of (R-3). It is important to point out that the proposed zoning designation (R-3) may allow a density of up to 30 dwelling units per acre if all zoning and commercial requirements are met. A development proposal has not yet been submitted to staff to determine the final density.

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 November 2, 2023. The Planning and Zoning Commission approves this rezoning from Residential Estate (RE) to Residential Transition (R-3).

The item was approved by City Commission at 1st Reading on November 14th, 2023.

Commission Pillar:
Planning & Redevelopment

Attachments:
1. Binder 235-2023-036

STAFF REPORT

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

APPLICATION DETAILS

Applicant/Representative: Rolando Garza
Property Address: North Central Avenue
Application Type: Rezone
Current Zoning: Residential Estate (RE)
Application Date: October 9, 2023
CC Meeting Dates: 1st – November 14, 2023/ 2nd – December 5, 2023
Overlay(s): N/A
No. of Mail-outs: 10

Geo ID: 74-7960-1430-0200-00
Case No.: 235-2023-036
Proposed Use: Multifamily Development
Proposed Zoning: Residential Transition (R-3)
P&Z Date: November 2, 2023
Electoral District: 2
Annexation Year: 1999
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: North 5.0 acres of land out of the South 15.0 acres of Bock 143, El Jardin Subdivision, Shares 19 & 27, Cameron County, Texas, located on North Central Avenue, Brownsville, Texas 78526.
Roadway Frontage: The subject property is fronting North Central Avenue, a Secondary 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: Single-Family Dwelling
South: Single-Family Dwelling
West: Undeveloped Land and Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Estate (RE), Residential Single-Family (R-1), and Extraterritorial Jurisdiction (ETJ)
East: Extraterritorial Jurisdiction (ETJ)
South: Residential Estate (RE), Residential Single-Family (R-1), and Residential Transition (R-3)
West: Residential Single-Family (R-1)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Transition Central District. Commercial uses in this district should be neighborhood oriented, and industrial uses could include both light and medium industry and warehousing. The average density should be 2 swelling units per acre in a variety of lot sizes to create visual variation and encourage distinct neighborhoods. 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 Residential Transition (R-3).

ORDINANCE NUMBER 235-2023-036

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 Residential Transition (R-3) to allow a multifamily development for the North 5.0 acres of land out of the South 15.0 acres of Block 143, El Jardin Subdivision, Shares 19 & 27, Cameron County, Texas, located on North Central Avenue, Brownsville, Texas 78526, as shown in Exhibit "A"; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas. .

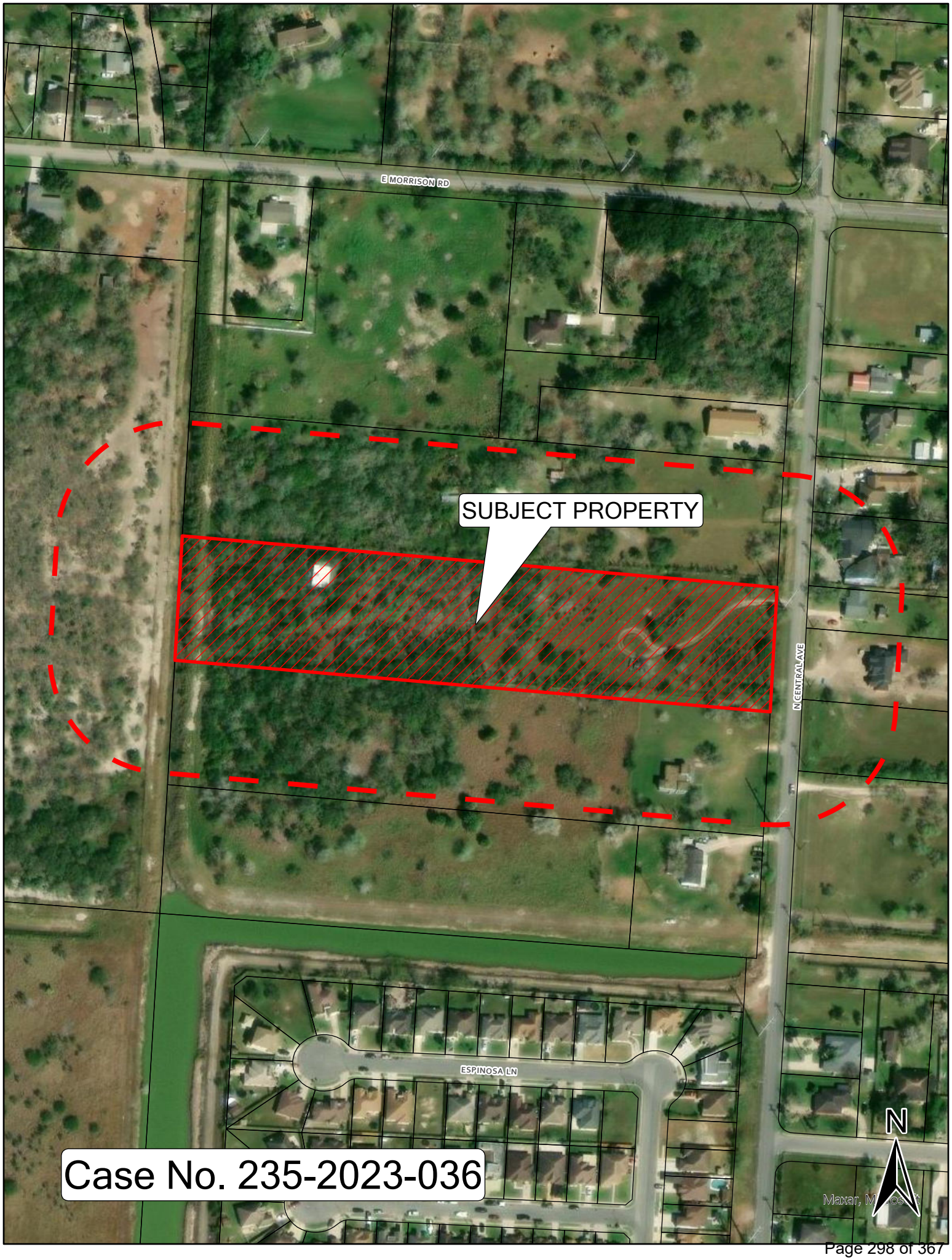
Section 2. That all provisions of the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **November 14, 2023**. Passed at First Reading on **November 14, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **December 5**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary


E MORRISON RD
SUBJECT PROPERTY
N CENTRAL AVE
ESPINOSA LN
N
Case No. 235-2023-036
Maxar, Microsoft

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
- Brownsville City Limits

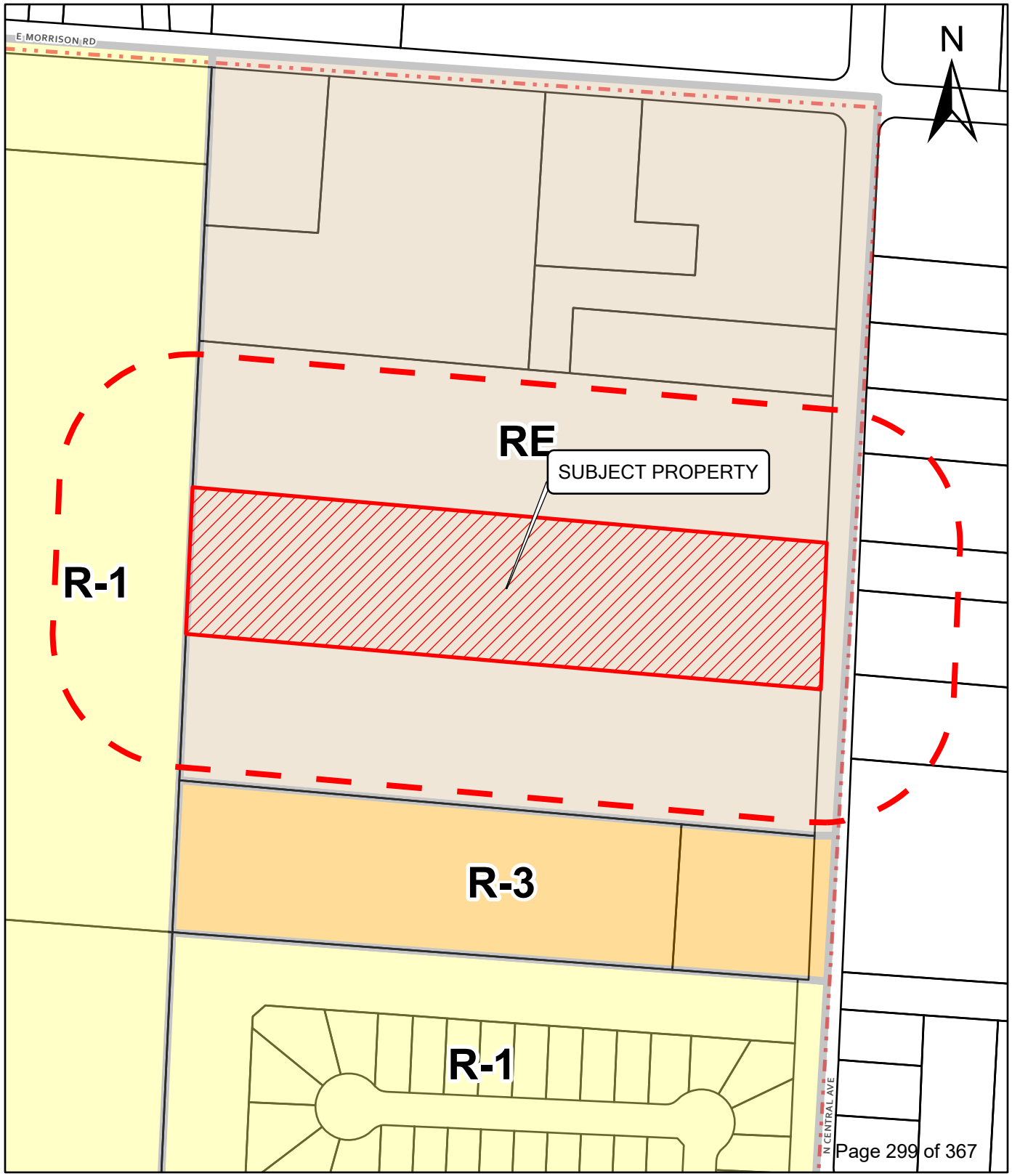
EXHIBIT "A"

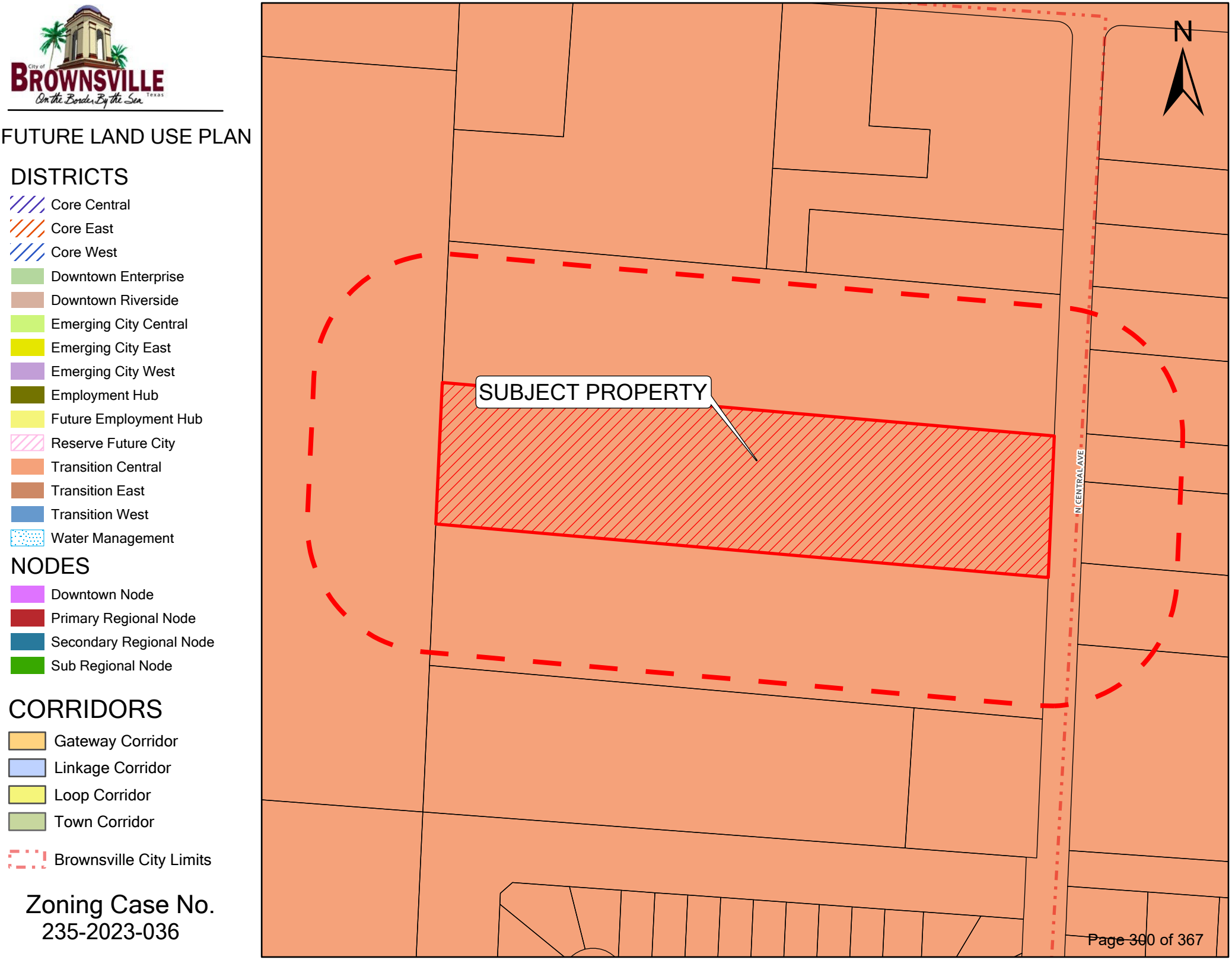
Rezoning request:
Case # 235-2023-036

Current Zoning:
RE, Residential Estate

Proposed Zoning:
R-3, Residential Transition

Brownsville Electoral District #2




FUTURE LAND USE PLAN
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Downtown Riverside
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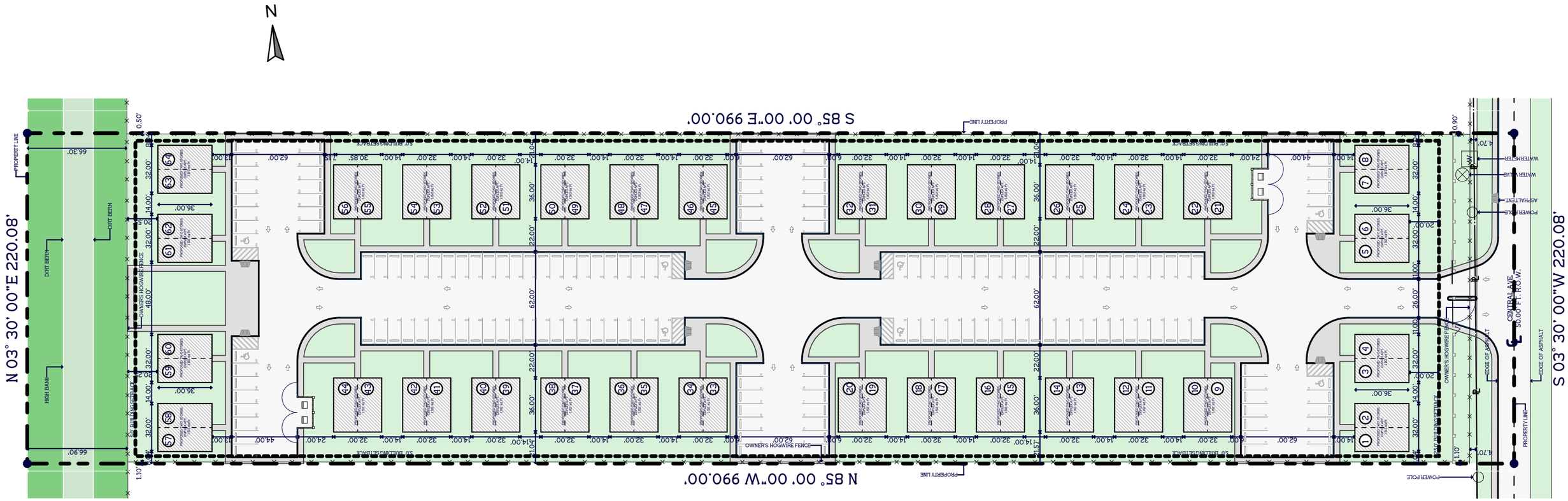
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-036
SUBJECT PROPERTY
N CENTRAL AVE
N

THIS LAYOUT IS ONLY A PRELIMINARY DESIGN, NOT THE OFFICIAL SET PLAN FOR THE PERMIT. VERTEX DESIGN STUDIO, RESERVES THE RIGHT NOT TO ALLOW THIS PLANE TO BE USED TO BUILD, PLEASE COMMUNICATE DIRECTLY WITH THE COMPANY TO ASK FOR THE FINAL SET.

VERTEX DESIGN STUDIO 2021 COPYRIGHT ©



VERTEX Design Studio DRAWN BY: FELIPE N. RIVERA	CLIENT'S NAME: RICARDO GARZA DATE: 9/22/2023	CUSTOMER'S ADDRESS: 0000 CENTRAL AVE. EL JARDIN SUBDIVISION SEC. SHARE 27, LOT X - BLOCK 143 BROWNSVILLE, TEXAS.	32 DUPLEX BUILDINGS TOTAL(2 STORIES) 66 UNITS TOTAL

PRELIMINARY SET
ID: DP-3

DRAWING NAME: SITE PLAN

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Doro Garcia, Public Works/Engineer Director
Date:	Tuesday, December 5, 2023
Agenda #:	Consideration and **ACTION** to approve an Interlocal Cooperation Agreement between Brownsville Public Utilities Board (BPUB) and the City of Brownsville, for the relocation and replacement of all utilities at the Owens Road Bridge Project Phase I.(Engineering and Public Works Department)

Summary:
This Interlocal Cooperation Agreement is between Brownsville Public Utilities Board (BPUB) and The City of Brownsville(the City). The City owns a bridge located at Owens Road, 0.10 miles south of SH 4 at Resaca De La Guerra, and this bridge is included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program ("HBRRP"). BPUB is requesting the relocation (pre-bridge construction) and replacement (post-bridge construction) of all utilities at this location. TxDot procured and awarded the Owens Road bridge construction contract (CSJ 021-06-306) to Lucania Construction, LLC, who, at the request of BPUB and TxDOT, provided a change order cost to perform the Phase I (pre-bridge construction) utility relocation in the amount of $528,510.

Project Scope and Analysis:

Funding:

Source: No Funding is Required

Amount:

Local Contribution if Applicable: BPUB funded cost $528,510.00

Recommendation:
The Engineering and Public Works Department recommends approval.

Commission Pillar:
Infrastructure Pillar

Attachments:

1. Executed Agreement-Interlocal Cooperation Agreement IOU with COB

STATE OF TEXAS §

COUNTY OF CAMERON §

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on this 21st day of November, 2023, by and between the **CITY OF BROWNSVILLE** (the "City"), a home rule municipality, and **BROWNSVILLE PUBLIC UTILITIES BOARD** ("BPUB"), whereby the City and BPUB agree, as follows:

W I T N E S E T H:

WHEREAS, Title 23, United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of the local governments; and

WHEREAS, the "City" owns a bridge on a public road or street located at Owens Road, 0.10 miles south of SH 4 at Resaca De La Guerra, and this bridge is included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program ("HBRRP") as authorized by Texas Transportation Commission Minute Order Number 115291, dated August 30, 2018; and

WHEREAS, BPUB is responsible for the cost associated with the relocation (pre-bridge construction) and replacement (post-bridge construction) of all utilities. BPUB has a 12-inch diameter force main, 8-inch diameter waterline, a 10" diameter gravity main sewer line that are in conflict with the proposed bridge alignment and subsurface bridge pilings. Additionally, a small lift station will be necessary to maintain services to BPUB customers in the area; and

WHEREAS, on January 2023, TxDot procured and awarded the Owens Road bridge construction contract (CSJ 021-06-306) to Lucania Construction, LLC, who, at the request of BPUB and TxDOT, provided a change order cost to perform the Phase I (pre-bridge construction) utility relocation in the amount of $528,510; and

WHEREAS, in order for this work to be carried out by the State-procured contractor, the City must enter into a third-party change order agreement with TxDot to pay for the utility work; and

WHEREAS, at a future undetermined date, but specifically when the City submits a request for reimbursement, BPUB will reimburse the City for the utility cost associated with Phase I of this project, but in an amount not to exceed $528,510; and

WHEREAS, Phase II (post-bridge construction) utility construction cost is estimated at $300,000 and is not part of this Agreement; and

WHEREAS, all reimbursements made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, City and BPUB believe that this Agreement is in the best interests of City and BPUB; and

WHEREAS, this Agreement is approved by the governing bodies of City and BPUB; and

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act").

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, CITY AND BPUB HEREBY AGREE TO THE FOLLOWING:

Section 1. All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. This Agreement shall terminate when each party has completed its obligations hereunder.

Section 3. BPUB will provide reimbursement to the City upon written request within 30 days of receipt of the written request for reimbursement from the City.

Section 4. The venue for any legal dispute arising pursuant to this Agreement shall lie in Cameron County, Texas.

Section 5. All parties mutually agree that each serves as an independent contractor to the other party, and shall have exclusive control of their performance hereunder, and that employees of one party in no way are to be considered employees of the other party.

Section 6. This Agreement has been approved by the governing bodies of the City and BPUB respectively.

Signature Pages Follow

SIGNED on this _____ day of November, 2023

Helen Ramirez, City Manager
City of Brownsville

Marilyn D. Gilbert, MBA
General Manager & CEO
Brownsville Public Utilities Board

BEFORE ME, the undersigned Notary Public, in and for the State of Texas, on this day personally appeared **Helen Ramirez**, City Manager of the City of Brownsville, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as the act and deed of the City of Brownsville, for the purposes expressed therein and in the capacity stated therein.

GIVEN MY HAND AND SEAL OF OFFFICE, this the _____ day of _____ 2023.

Notary Public, State of Texas

BEFORE ME, the undersigned Notary Public, in and for the State of Texas, on this day personally appeared **Marilyn D. Gilbert**, MBA, General Manager & CEO of the Brownsville Public Utilities Board, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same as the act and deed of the Brownsville Public Utilities Board, for the purposes expressed therein and in the capacity stated therein.

GIVEN MY HAND AND SEAL OF OFFFICE, this the 21st day of November 2023.

SUSANA L GUZMAN
Notary ID #12224577
My Commission Expires
February 15, 2025

Notary Public, State of Texas

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, December 5, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-032**, to rezone from Residential Single-Family (R-1) to Residential Transition (R-3) to allow a multi-family development for Lot 2 & Reserve, Block 1, Krystal Subdivision, Cameron County, Texas, located at 2394 La Feria Road, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

Summary:
Property owners, Eric Garza, Rosalva Garza, and Ray Garza, propose to change the Zoning Designation for Lot 2 & Reserve, Block 1, Krystal Subdivision, Cameron County, Texas, located at 2394 La Feria Road, Brownsville, Texas 78520. The applicant requests to rezone the subject property from Residential Single-Family (R-1) to Residential Transition (R-3) for the purpose of establishing a multi-family development.

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as undeveloped land, multi-family development, and commercial business are also present within proximity of the subject property.

The property is located within the Town Corridor, Sub Regional Node, and Transition West District. The proposed zoning/use is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property has an area of 1.37 acres and is currently site to a single-family residence. The applicant is requesting a zoning reclassification due to the current zoning (R-1) only allowing single-family residences on a minimum lot size of 5,000 square feet. A development consisting of 3 units, or more, is categorized as multi-family and requires a minimum zoning designation of (R-3). It is important to point out that the proposed zoning designation (R-3) may allow a density of up to 30 dwelling units per acre if all zoning and commercial requirements are met. At this time the applicant has submitted a proposal for a multi-family development that would consist of 18 units in total. It is also important to point out that the single-family residence will remain as such and will be part of the overall development.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was verbal opposition at the Planning and Zoning Commission meeting on November 2, 2023. Some concerns that were expressed were related to increased traffic and increased taxes for neighboring properties. The Planning and Zoning Commission denied this rezoning from Residential Estate (RE) to Residential Transition (R-3).

On November 6, 2023, the applicant appealed the Planning & Zoning Commission's decision to deny the case. A super-majority vote will be required from the City Commission to approve the item.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-032
2. First Reading Zoning Case Appeal 120523

STAFF REPORT

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

APPLICATION DETAILS

Applicant/Representative: Eric Garza/Rosalva Garza/Ray Garza
Property Address: 2394 La Feria Road
Application Type: Rezone
Current Zoning: Residential Single-Family (R-1)
Application Date: September 15, 2023
CC Meeting Dates: 1st – December 5, 2023/ 2nd – January 2, 2024
Overlay(s): N/A
No. of Mail-outs: 28

Geo ID: 01-9351-0010-1000-00
Case No.: 235-2023-032
Proposed Use: Multifamily Development
Proposed Zoning: Residential Transition (R-3)
P&Z Date: November 2, 2023
Electoral District: 4
Annexation Year: 1965 - 1984
Opposition: Verbal Opposition

PROPERTY DETAILS

Legal Description: Lot 2 & Reserve, Block 1, Krystal Subdivision, Cameron County, Texas, located at 2394 La Feria Road, Brownsville, Texas 78520.
Roadway Frontage: The subject property is fronting La Feria Road, a local street.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

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

North: Single-Family Dwelling
East: Undeveloped Land, Single-Family Dwelling, and Commercial Business
South: Single-Family Dwelling and Commercial Business
West: Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Single-Family (R-1) and Residential Suburban (R-2)
East: Residential Single-Family (R-1) and Residential Transition (R-3)
South: Residential Single-Family (R-1) and Residential Transition (R-3)
West: Residential Suburban (R-2)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Town Corridor, Sub Regional Node, and the Transition West District. Land uses in the Town Corridor are primarily residential, with clusters of commercial land uses. Residential land uses should be primarily single-family with townhomes and larger lots with an average density of 3 dwelling units per acre. Commercial and residential land uses should be balanced in the Sub-Regional Node with an average of 9 dwelling units per acre. The West Transition District is primarily residential with 2 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 Single-Family (R-1) to Residential Transition (R-3).

ORDINANCE NUMBER 235-2023-032

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 Single-Family (R-1) to Residential Transition (R-3) to allow a multi-family development for Lot 2 & Reserve, Block 1, Krystal Subdivision, Cameron County, Texas, located at 2394 La Feria Road, 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.

INTRODUCED at a public hearing on **December 5, 2023**. Passed at First Reading on **December 5, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **January 2**, **2024**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary

SUGAR TREE LN
SUBJECT PROPERTY
LA FERIA RD
RUBEN M TORRES BLVD
N
Case No. 235-2023-032

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
- Brownsville City Limits

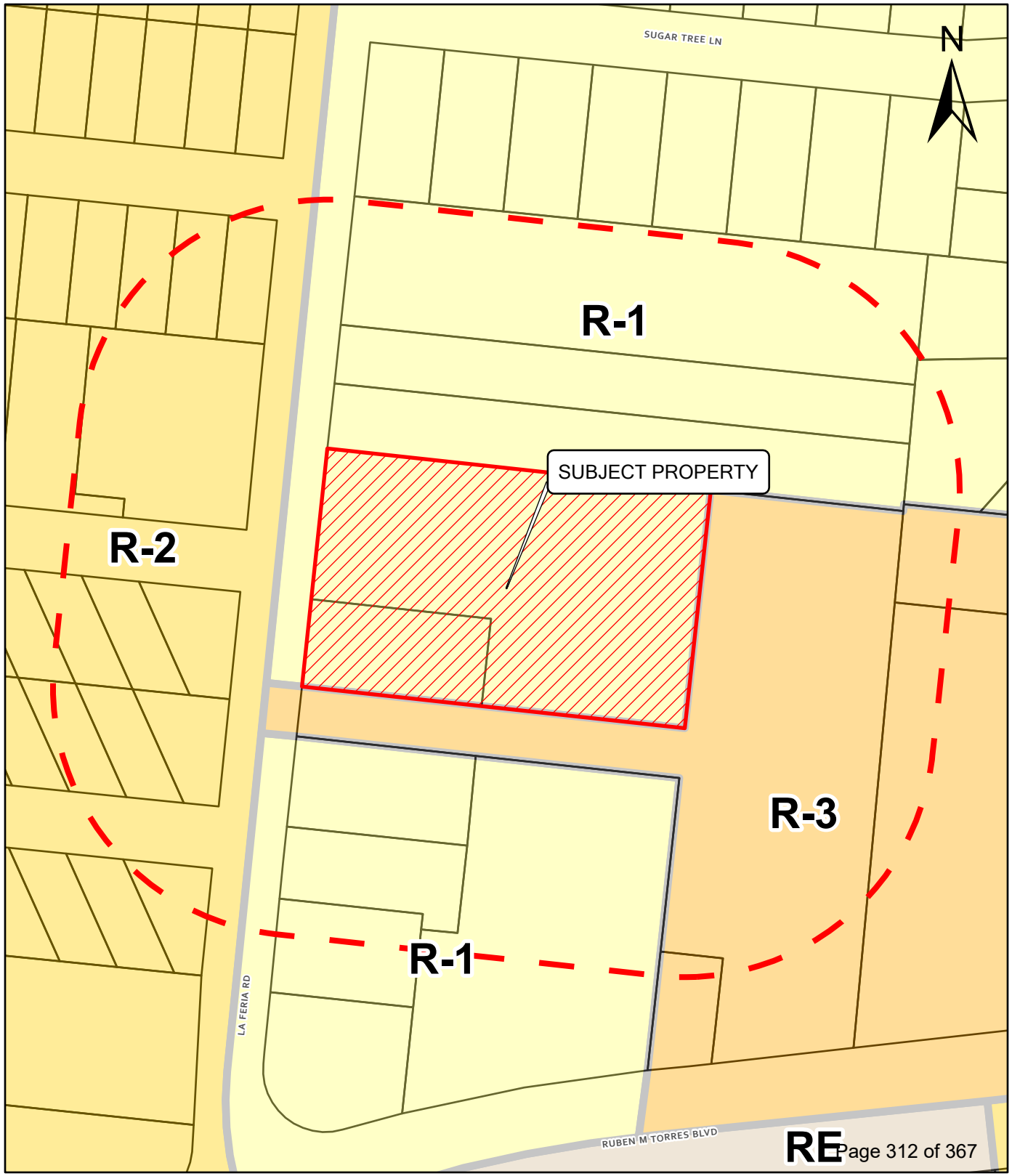
EXHIBIT "A"

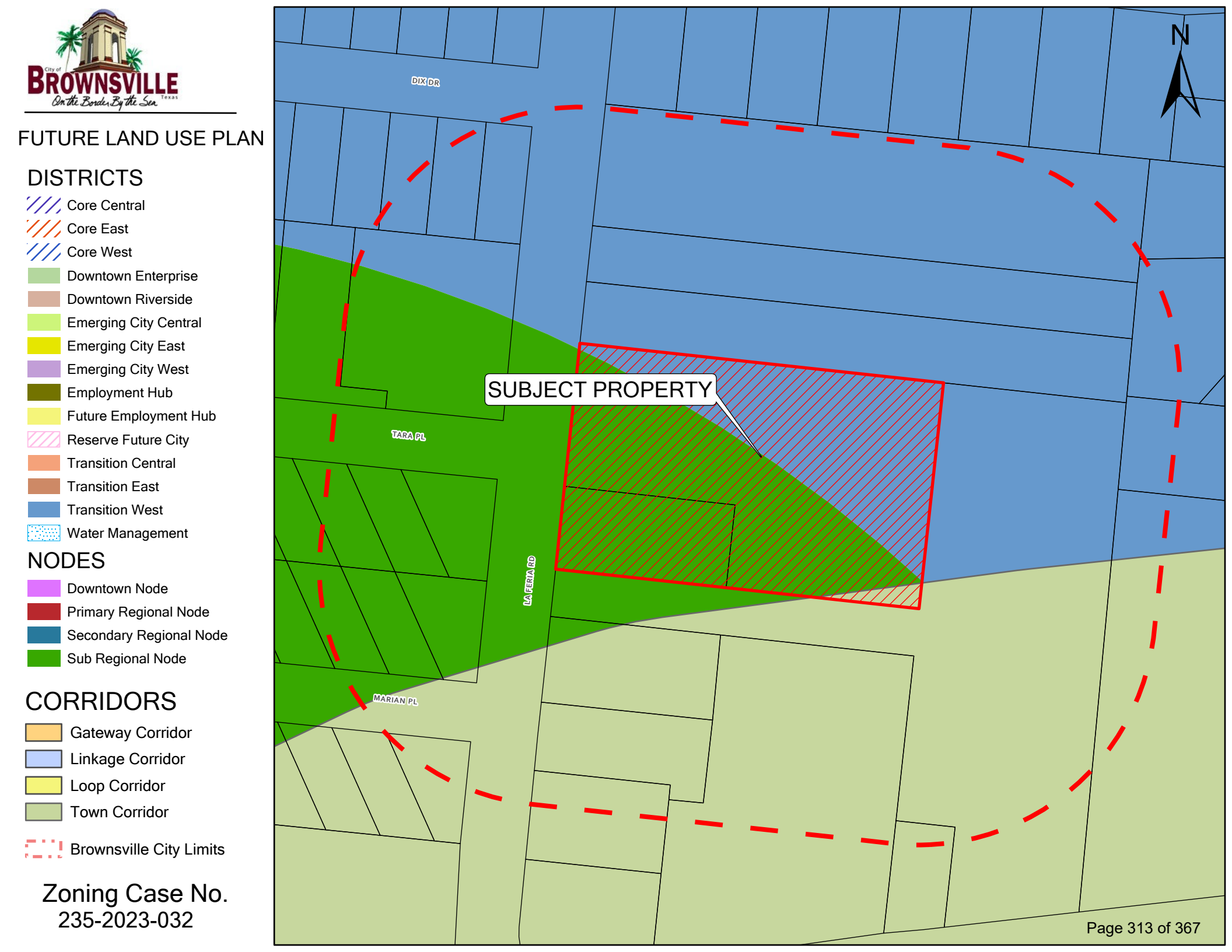
Rezoning request:
Case # 235-2023-032

Current Zoning:
R-1, Residential Single Family

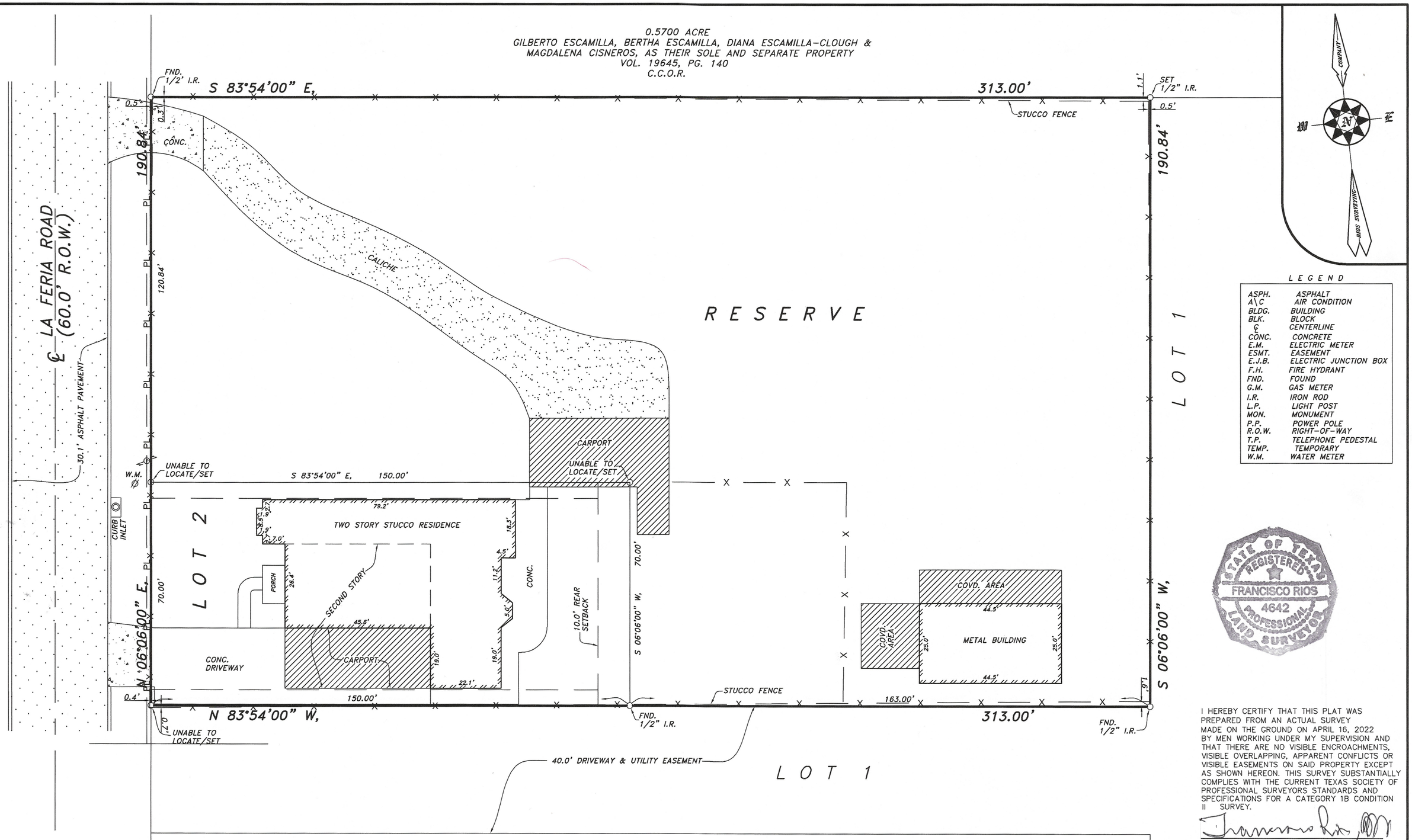
Proposed Zoning:
R-3, Residential Transition

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.
235-2023-032
DIX DR
TARA PL
LA FERIA RD
MARIAN PL
SUBJECT PROPERTY
N

0.5700 ACRE
GILBERTO ESCAMILLA, BERTHA ESCAMILLA, DIANA ESCAMILLA-CLOUGH &
MAGDALENA CISNEROS, AS THEIR SOLE AND SEPARATE PROPERTY
VOL. 19645, PG. 140
C.C.O.R.



LEGEND

ASPH.	ASPHALT
A\C	AIR CONDITION
BLDG.	BUILDING
BLK.	BLOCK
℄	CENTERLINE
CONC.	CONCRETE
E.M.	ELECTRIC METER
ESMT.	EASEMENT
E.J.B.	ELECTRIC JUNCTION BOX
F.H.	FIRE HYDRANT
FND.	FOUND
G.M.	GAS METER
I.R.	IRON ROD
L.P.	LIGHT POST
MON.	MONUMENT
P.P.	POWER POLE
R.O.W.	RIGHT-OF-WAY
T.P.	TELEPHONE PEDESTAL
TEMP.	TEMPORARY
W.M.	WATER METER

STATE OF TEXAS
REGISTERED
FRANCISCO RIOS
4642
PROFESSIONAL
LAND SURVEYOR

I HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND ON APRIL 16, 2022 BY MEN WORKING UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE ENCROACHMENTS, VISIBLE OVERLAPPING, APPARENT CONFLICTS OR VISIBLE EASEMENTS ON SAID PROPERTY EXCEPT AS SHOWN HEREON. THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B CONDITION II SURVEY.

FRANCISCO RIOS
REGISTERED PROFESSIONAL LAND SURVEYOR
REGISTRATION NO. 4642

MAP OF SURVEY

LOT TWO (2), BLOCK ONE (1) AND THE RESERVE, KRYSTAL SUBDIVISION, CITY OF BROWNSVILLE, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET 1, SLOT 2079-A OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS

NOTES:
1. THIS LOT IS SUBJECT TO RESTRICTIONS RECORDED IN CABINET 1, SLOT 2079 (A), OF THE MAP RECORDS OF CAMERON COUNTY, TEXAS.
2. ALL BEARINGS ARE BASED ON THE MAP OF KRYSTAL SUBDIVISION, AS RECORDED IN CABINET 1, SLOT 2079-A, MAP RECORDS OF CAMERON COUNTY, TEXAS.
3. THIS LOT LIES IN FLOOD ZONE "X" (AREAS OF MINIMAL FLOOD HAZARD), AS SCALED PER FIRM COMMUNITY PANEL NUMBER: 48061C0560F, EFFECTIVE DATE: FEBRUARY 16, 2018.
4. RELEASE OF EASEMENT AS RECORDED IN DOCUMENT NO.: 2023-25912, OFFICIAL RECORDS, CAMERON COUNTY, TEXAS.

SURVEYED FOR:
ROSALVA PENA GARZA &
RANGEL DE LEON GARZA

PROPERTY ADDRESS:
2374 LA FERIA ROAD
BROWNSVILLE, TEXAS 78520

COPYRIGHT 2022 — FIRM NO. 10117600

RIOS SURVEYING, L.L.C.
221 S. WILLIAMS ROAD
SAN BENITO, TEXAS 78586
PHONE (956) 361-9179/1853
FAX (956) 361-9254

Date: 4-18-2022 | Job No.: 2022-0335 | R. S. C.

Scale: 1"=20' | DRAW BY: F. RIOS

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

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: DECEMBER 5, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-032 **DENIED BY P&Z ON 11/2/2023** **APPEALED ON 11/6/2023** **A SUPERMAJORITY VOTE IS REQUIRED TO APPROVE**	4	Rezone	2394 La Feria Road	Eric Garza/ Rosalva Garza/ Ray Garza	To rezone from Residential Single-Family (R-1) to Residential Transition (R-3)	To allow a Multi-family Development	**Concerns (P&Z 11/2/2023)** • Increase in traffic • Increase in property taxes
235-2023-035-S **DENIED BY P&Z ON 11/2/2023** **APPEALED ON 11/8/2023** **A SUPERMAJORITY VOTE IS REQUIRED TO APPROVE**	2	Rezone w/SUP	2557 North Indiana Avenue	Jonathan Tostado/Maria Saldivar	To rezone from Residential Suburban (R-2) to Commercial Corridor (CC) with a Specific Use Permit	To allow a used car lot	**Concerns (P&Z 11/2/2023)** • Increase in traffic • Overflow of inventory • Proposed business falls within residential subdivision

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, December 5, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-035-S**, to rezone from Residential Suburban (R-2) to Commercial Corridor (CC) with a Specific Use Permit to allow a used car lot for the North 51.5 feet and the South 120 feet of Lot 28, Barrios Subdivision, Cameron County, Texas, located at 2557 North Indiana Avenue, Brownsville, Texas 78521, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

Summary:

Property owners, Jonathan Tostado and Maria Saldivar, propose to change the Zoning Designation for the North 51.5 feet and the South 120 feet of Lot 28, Barrios Subdivision, Cameron County, Texas, located at 2557 North Indiana Avenue, Brownsville, Texas 78521. The applicant requests to rezone the subject property from Residential Suburban (R-2) to Commercial Corridor (CC) with a Specific Use Permit to allow a used car lot.

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

The property is located within the Emerging City East District. The request is not consistent with the Future Land Use Plan.

Project Scope and Analysis:

The subject property is approximately 0.61 acre and fronts North Indiana Avenue where residential uses predominate. The subject parcels are located on the corner, and are part of, a residential single-family subdivision. Staff would also like to point out that the current zoning of the property (R-2) only permits residential uses such as single-family residences and duplexes. To accommodate the commercial nature of the proposed business, a Commercial Corridor (CC) zoning is required. Additionally, as per the Unified Development Code (UDC), a used car lot requires that a Specific Use Permit be granted as a method to establish conditions that protect neighboring residential uses.

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 were concerns expressed by the Planning and Zoning Commissioners at their board meeting on November 2, 2023. These concerns were related to increased traffic, overflow of inventory, and maintaining the neighborhood's residential character. The Planning and Zoning Commission denies this rezoning from Residential Suburban (R-2) to Commercial Corridor (CC) with a Specific Use Permit to allow a used car lot.

On November 8, 2023, the applicant appealed the Planning & Zoning Commission's decision to deny the case. A super-majority vote will be required from the City Commission to approve the item.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-035-S
2. First Reading Zoning Case Appeal 120523

STAFF REPORT

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

APPLICATION DETAILS

Applicant/Representative: Jonathan Tostado/Maria Saldivar
Property Address: 2557 North Indiana Avenue
Application Type: Rezone w/Specific Use Permit (SUP)
Current Zoning: Residential Suburban (R-2)
Application Date: October 9, 2023
CC Meeting Dates: 1st – December 5, 2023/ 2nd – January 2, 2024
Overlay(s): N/A
No. of Mail-outs: 14

Geo ID: 73-6350-0000-0280-00 / 73-6350-0000-0285-00
Case No.: 235-2023-035-S
Proposed Use: Used Car Lot
Proposed Zoning: Commercial Corridor (CC) with SUP
P&Z Date: November 2, 2023
Electoral District: 2
Annexation Year: 1991
Opposition: P&Z Opposition

PROPERTY DETAILS

Legal Description: North 51.5 feet and the South 120 feet of Lot 28, Barrios Subdivision, Cameron County, Texas, located at 2557 North Indiana Avenue, Brownsville, Texas 78521.
Roadway Frontage: The subject property is fronting North Indiana Avenue, 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: Single-Family Dwelling and Commercial Business
East: Industrial Business
South: Undeveloped Land, Single-Family Dwelling, and Commercial Business
West: Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Suburban (R-2)
East: Residential Suburban (R-2) and Extraterritorial Jurisdiction (ETJ)
South: Commercial Corridor (CC)
West: Residential Suburban (R-2)

FUTURE LAND USE PLAN (*SEE ATTACHED FUTURE LAND USE MAP)*

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Emerging City East District. The East Emerging District is split between residential and non-residential uses. Residential uses should primarily be single family homes and some agricultural/ranch properties and should have an average density of 1 dwelling unit per acre. Neighborhood office and retail, light and medium industrial, and warehousing uses should be supported by community facilities such as schools, recreation centers, utility and municipal services. 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 area, 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 zoning request from Residential Suburban (R-2) to Commercial Corridor (CC) with a Specific Use Permit (SUP) to allow a used car lot.

ORDINANCE NUMBER 235-2023-035-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 rezone from Residential Suburban (R-2) to Commercial Corridor (CC) with a Specific Use Permit to allow a used car lot for the North 51.5 feet and the South 120 feet of Lot 28, Barrios Subdivision, Cameron County, Texas, located at 2557 North Indiana Avenue, Brownsville, Texas 78521, 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:

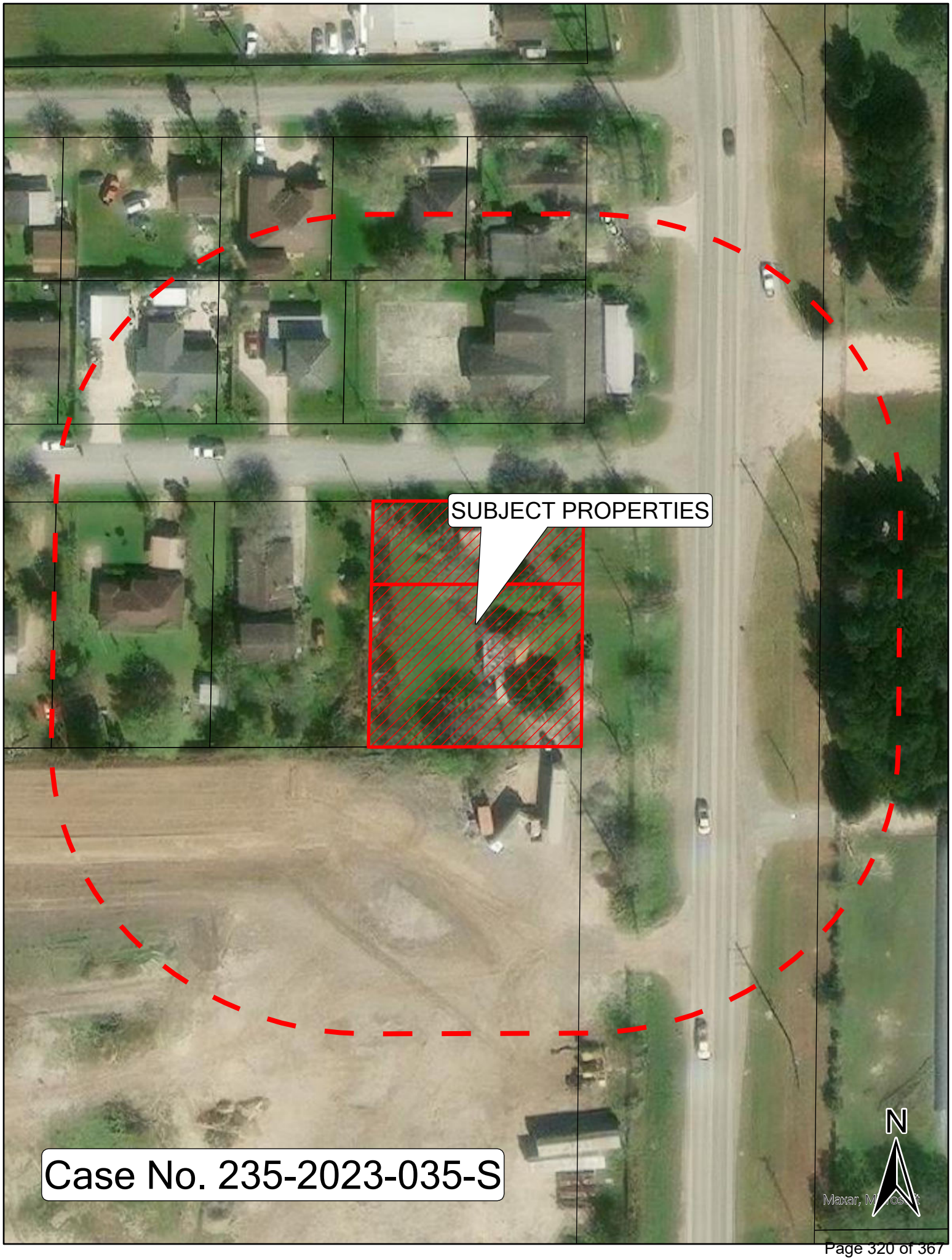
- Organized parking of inventory
- Adequate space for traffic flow
- Masonry wall screening along all property lines abutting a single-family uses
- Storage of inventory within the property
- Unloading of inventory within the property
- All type of work must be done within enclosed areas
- All vehicles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

INTRODUCED at a public hearing on **December 5, 2023**. Passed at First Reading on **December 5, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **January 2**, **2024**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda G. Gomez
City Secretary


SUBJECT PROPERTIES
N
Case No. 235-2023-035-S

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial
- Brownsville City Limits

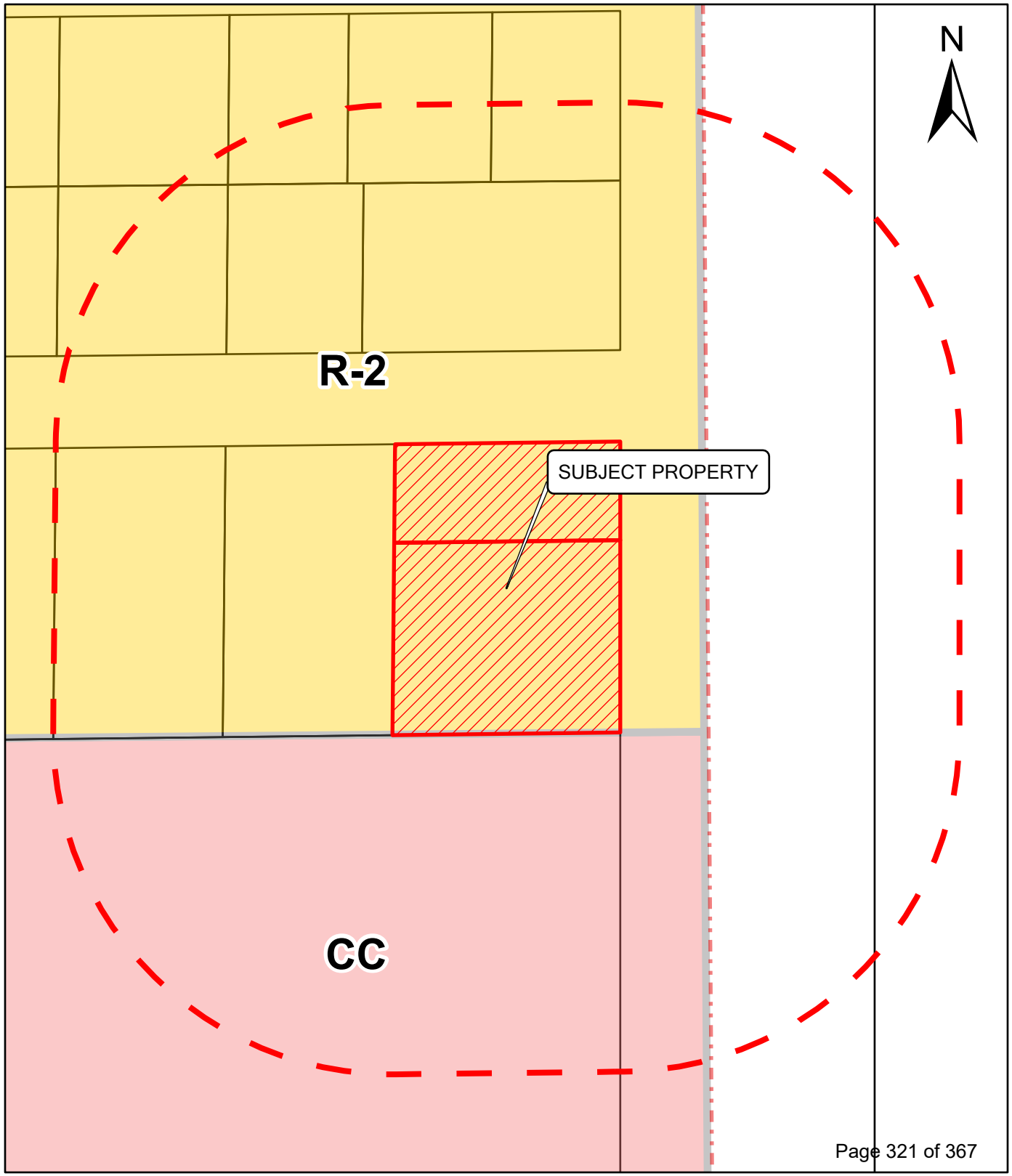
EXHIBIT "A"

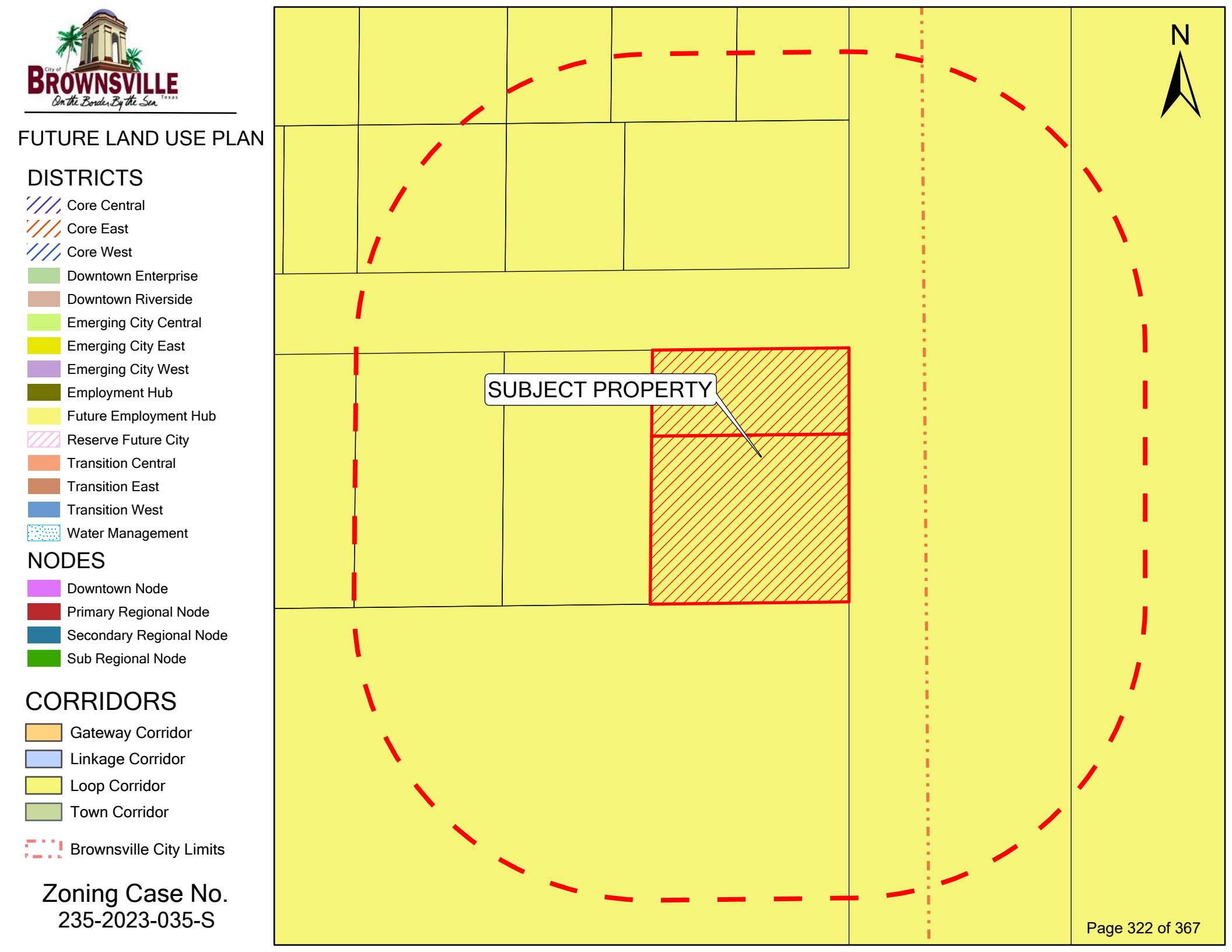
Rezoning request:
Case # 235-2023-035-S

Current Zoning:
R-2, Residential Suburban

Proposed Zoning:
SUP, Specific Use Permit
CC, Commercial Corridor

Brownsville Electoral District #2




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.
235-2023-035-S
SUBJECT PROPERTY
N

GENERAL NOTES

i. The proposed development shall comply with the COB noise ordinance.

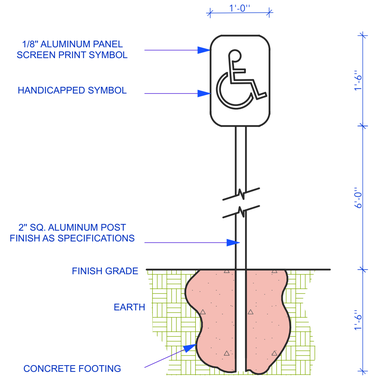
ii. All mechanic and body work must be done indoors. No outdoor work to be permitted.

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 number of vehicles (parking) on the property shall be based on the following 1 per 1,000 square feet of lot area and 1 per 500 square feet of structure area.



DETAIL "P"

COB NOISE ORDINANCE

(c) Sound from any source, other than a moving vehicular source located within the public right-of-way, shall not exceed any of the following limits for its appropriate zone:

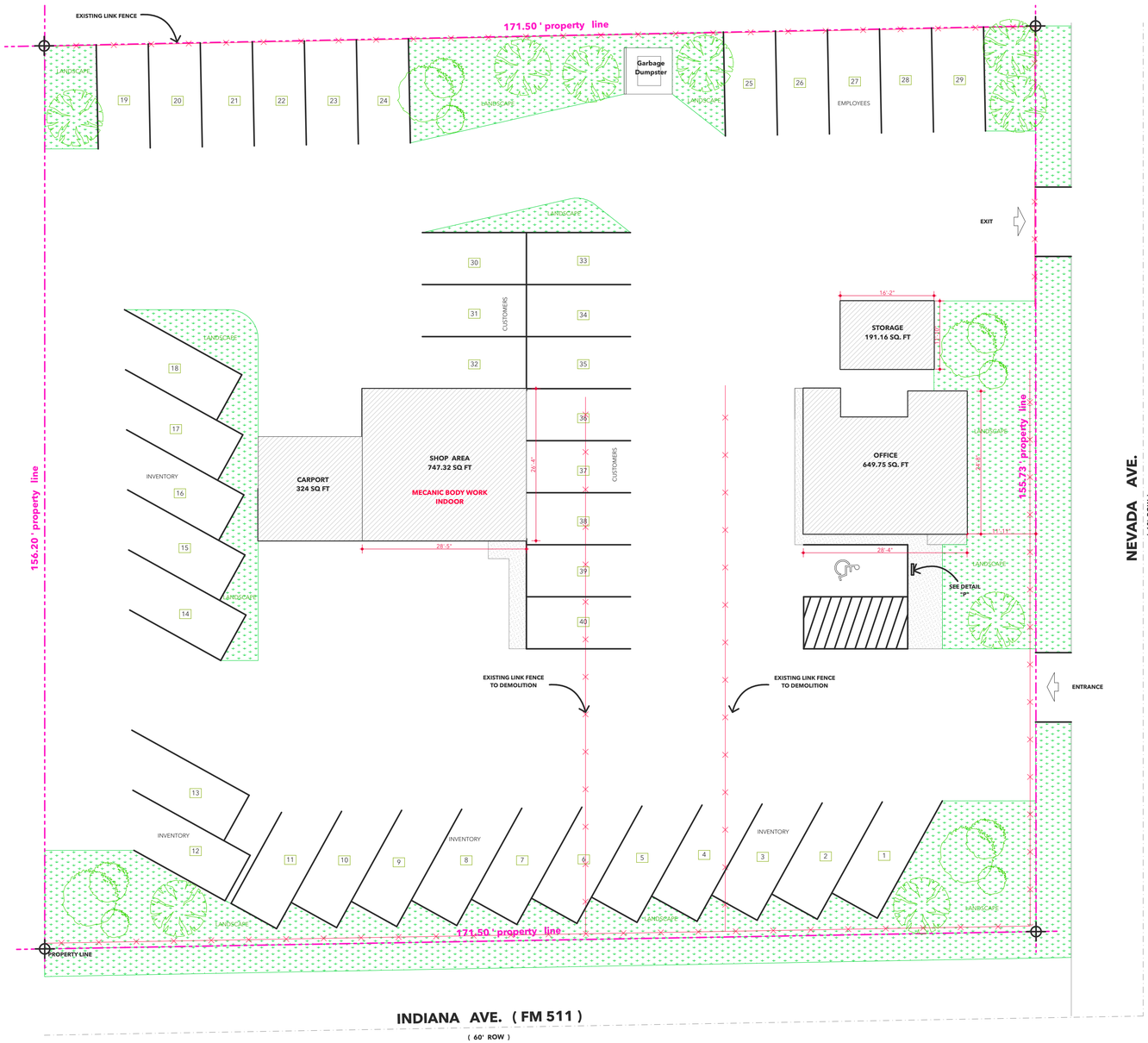
(1) The zone limits prescribed by this section are set forth in the following table:

Zoning Designation of the Property (source) on Which the Sound is Received	Maximum Number of Decibels Permitted from 8:00 a.m. until 12:00 a.m.	Maximum Number of Decibels Permitted from 12:00 a.m. to 8:00 a.m.
D, DR, A	63 dB(A)	50 dB(A)
1C, 2C, 3C, 4C, 5C, 6C	70 dB(A)	60 dB(A)
7C, 8C, 9C	72 dB(A)	72 dB(A)

304.1 Business Group B.

Business Group B occupancy includes, among others, the use of a building or structure, or a portion thereof, for office, professional or service-type transactions, including storage of records and accounts. Business occupancies shall include, but not be limited to, the following:

Airport traffic control towers
Ambulatory care facilities
Animal hospitals, kennels and pounds
Banks
Barber and beauty shops
Car wash
Civic administration
Clinic, outpatient
Dry cleaning and laundries: pick-up and delivery stations and self-service
Educational occupancies for students above the 12th grade
Electronic data processing
Food processing establishments and commercial kitchens not associated with restaurants, cafeterias and similar dining facilities not more than 2,500 square feet (232 m^2) in area.
Laboratories: testing and research
Motor vehicle showrooms
Post offices
Print shops
Professional services (architects, attorneys, dentists, physicians, engineers, etc.)
Radio and television stations
Telephone exchanges
Training and skill development not in a school or academic program (this shall include, but not be limited to, tutoring centers, martial arts studios, gymnastics and similar uses regardless of the ages served, and where not classified as a Group A occupancy).



*THIS PROJECT COMPLIES WITH 2018 IBC.

live
construction + interiors

3001 PABLO, KISEL SUITE "H"
BROWNSVILLE , TX. 78526
- SUNRISE CORNER -

(956) 707-0047
liveinteriors@live.com

LOCATION
2555 N INDIANA AVE, BROWNSVILLE,
TEXAS 78526, USA

OWNER
GTS AUTO SALES

BUILDING AREAS
SHOP AREA : 747.32 sq. ft.
OFFICE : 649.75 sq. ft.
STORAGE : 191.16 sq. ft
CARPORT : 324 sq. ft.

TOTAL : 1904.75 sq.ft.

Site Plan

Architectural Layouts

LAST UPDATE :
OCTOBER / 9 / 2023

SCALE:
3/32" = 1'10"

NORTH :

PLAN NUMBER :
A00

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

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: DECEMBER 5, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-032 **DENIED BY P&Z ON 11/2/2023** **APPEALED ON 11/6/2023** **A SUPERMAJORITY VOTE IS REQUIRED TO APPROVE**	4	Rezone	2394 La Feria Road	Eric Garza/ Rosalva Garza/ Ray Garza	To rezone from Residential Single-Family (R-1) to Residential Transition (R-3)	To allow a Multi-family Development	**Concerns (P&Z 11/2/2023)** • Increase in traffic • Increase in property taxes
235-2023-035-S **DENIED BY P&Z ON 11/2/2023** **APPEALED ON 11/8/2023** **A SUPERMAJORITY VOTE IS REQUIRED TO APPROVE**	2	Rezone w/SUP	2557 North Indiana Avenue	Jonathan Tostado/Maria Saldivar	To rezone from Residential Suburban (R-2) to Commercial Corridor (CC) with a Specific Use Permit	To allow a used car lot	**Concerns (P&Z 11/2/2023)** • Increase in traffic • Overflow of inventory • Proposed business falls within residential subdivision

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Jose Ruiz, Deputy Director of Development, Lorena Cardona, Interim Special Projects Manager
Date:	Tuesday, December 5, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 2023-1673-B**, amending Ordinance Number 2022-1673-A, the Master Fee Schedule of the City of Brownsville, Texas, to adopt the following fees: (i) advertising program fees for digital and static zones, (ii) luggage cart rental fee of $1.00, and a refund of $0.50 upon cart return, (iii) remote, short and long-term parking rates for Brownsville South Padre Island International Airport, and dealing with related matters. (Financial Services Department/Airport Department)

Summary:

The City Commission adopted Resolution Number 2023-118 adopting new remote, short and long-term parking rates for Brownsville South Padre Island International Airport. The rate for short and long-term parking was $5.00. The rate increase was necessary to offset additional maintenance costs associated with the parking expansion and improvements. The new remote parking daily rate remains at the legacy rate of $5.00, with the first 30 minutes free, the next 30 minutes at a rate of $1.00, and each additional hour at $1.00, capping at a max daily rate of $5.00. The new long-term daily rate will be $8.00, starting at $2.00 and increasing to the max daily rate of $8.00. The new short-term daily rate will be $12.00, with the first 30 minutes free, the next 30 minutes at a rate of $2.00, and each additional hour at $2.00, capping at a max daily rate of $12.00. While the parking expansion is underway, the currently commingled parking lot's rate will be set at $8.00, the next 30 minutes free, then each additional hour at $2.00, until construction is complete and the parking lots segregated. The current remote monthly parking rate is $10.00 and the new monthly parking rate being proposed $150.00 for long-term lot and $125 for remote overflow parking lot.

The adoption of this Ordinance will allow the City to place the fees in one location, the City's Master Fee Schedule, for greater accessibility to the general public and will increase transparency in the fees charged by the Airport.

Additionally, the ordinance adopts proposed rates for digital and static advertising that will be

offered through an Advertising Media Kit posted on the flybrownsville.com website varying in price depending on the zone.

Finally, luggage cart rentals will be offered through an automated vending system for a fee of $1.00. Upon a cart return to the system, a $0.50 refund will be automatically processed. Offering luggage cart rentals will provide the following

- Convenience for customers - Luggage carts make it easier for travelers to transport their luggage, particularly when they have multiple bags or heavy items.
- Improved Guest Experience - Offering luggage carts demonstrates a commitment to service and comfort, making the Airport more appealing to potential customers.
- Enhanced Passenger Safety - Luggage carts can help prevent accidents and injuries caused by lifting heavy bags. This is particularly important for the elderly or those with physical limitations.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:

Staff recommends the adoption of the ordinance so that the fees can be placed in the Master Fee Schedule.

Commission Pillar:

Governance

Attachments:

1. Ordinance No. 2023-1673-B
2. 7 Ord2022-1673-A

ORDINANCE NUMBER 2023-1673-B

AN ORDINANCE OF THE CITY OF BROWNSVILLE, TEXAS, AMENDING THE MASTER FEE SCHEDULE TO ADOPT ADJUSTMENTS TO FEES AND CHARGES THAT ARE NECESSARY TO REFLECT THE CURRENT COSTS OF SERVICE DELIVERY AT THE BROWNSVILLE SOUTH PADRE ISLAND INTERNATIONAL AIRPORT; PROVIDING THAT OTHER FEES NOT LISTED BUT NOW CHARGED PURSUANT TO OTHER ORDINANCES AND RESOLUTIONS SHALL REMAIN IN EFFECT UNTIL TRANSFERRED TO THE MASTER FEE SCHEDULE BY AMENDMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Brownsville, Texas (the "City") is a Home Rule Municipality acting under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, the City Commission of the City of Brownsville, Texas (the "City Commission") adopted a Master Fee Schedule through ordinance number 2023-1673, as amended, for the purpose of setting forth the comprehensive fees assessed and collected by the City for a range of applications, permits, licenses, services, and activities; and

WHEREAS, adjustments to fees and charges are necessary to reflect the current costs of service delivery at the Brownsville South Padre Island International Airport; and

WHEREAS, City staff has recommended, after careful study and review, and the City Commission finds, that the proposed changes herein are necessary and beneficial.

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

Section 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 2: Amendment. That from and after the effective date of this Ordinance the fees and charges set out below are duly authorized and shall be included in the Master Fee Schedule.

Advertising rates per month:

Advertising zones	Type	Listed Price	Promotional Price[1]
Video Wall	Digital	$1,500.00	$750.00

[1] The promotional offer will be valid for a period of 6 months from the date of approval.

Baggage Claim	Digital	$680.00	$340.00
Gate Area	Digital	$800.00	$400.00
TSA Wall	Digital	$600.00	$300.00
Admin Wall	Digital	$100.00	$50.00
TSA Checkpoint	Digital	$390.00	$195.00
Indoors Floor Exhibit	Static	$1,000.00	$500.00
Outdoors Floor Exhibit	Static	$800.00	$400.00
Jet Bridge Wrap	Static	$800.00	$400.00
Baggage Belt Wrap	Static	$1,400.00	$700.00
Escalator Wrap	Static	$1,400.00	$700.00
Luggage Cart Wrap	Static	$500.00	$250.00

Luggage cart rental rates:

New Luggage Rental Rate: $3.25
$0.25 refund upon cart return

Revised parking rates:

New Remote Parking Daily Rate: $5.00
0-30 Min. Free
31-60 Min. $1.00
Each additional hour $1.00
New Long-Term Daily Rate: $8.00
Each Hour $2.00
New Short-Term Daily Rate: $12.00
0-30 Min. Free
31-60 Min. $2.00
Each additional Hour $2.00

Section 3: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The City hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences clauses and phrases be declared unconstitutional or invalid.

Section 4: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portions of said ordinances shall remain in full force and effect. Other sections, fees, or charges not referenced shall remain unaffected by this Ordinance until added or transferred to this Master Fee Schedule.

Section 5: Open Meetings. It is hereby found and determined that the meeting at which this ordinance was passed was open to the public as required by law, and that public notice of the time, place, and purpose of said meeting was given, all as required by Section 551.041 of the Texas Government Code.

Section 6: Effective Date. This Ordinance shall become effective upon its second and final reading and passage, and publication as may be required by law.

INTRODUCED and **PASSED** at the First Reading on the 5th day of December, 2023.

PASSED at the Second and Final Reading and Approved on this the 12th day of December, 2023.

City of Brownsville, Texas

_____
John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza
City Secretary

APPROVED AS TO FORM:

_____
Guillermo (Will) S. Trevino
City Attorney

ORDINANCE NUMBER 2022-1673-A

AN ORDINANCE OF THE CITY OF BROWNSVILLE, TEXAS, AMENDING MASTER FEE SCHEDULE AS SHOWN ON ATTACHED EXHIBIT "A"; PROVIDING THAT OTHER FEES NOT LISTED BUT NOW CHARGED PURSUANT TO OTHER ORDINANCES AND RESOLUTIONS SHALL REMAIN IN EFFECT UNTIL TRANSFERRED TO THE MASTER FEE SCHEDULE BY AMENDMENT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Brownsville adopted a Master Fee Schedule, for the purpose of setting forth the comprehensive fees assessed and collected by the City for a range of applications, permits, licenses, services, and activities; and

WHEREAS, the City Commission desires to have this Master Fee Schedule updated annually during the budget process or from time to time as needed to update or remove existing fees or add new fees; and

WHEREAS, although the purpose of this ordinance is to update Master Fee Schedule, this ordinance is not intended to amend, abolish or change any fee heretofore established that is not listed in the Master Fee Schedule.

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

Section 1. That from and after the effective date of this Ordinance the fees and charges set out in the Master Fee Schedule attached hereto as Exhibit "A" shall be collected on behalf of the City. Other sections, fees or charges not referenced in Exhibit "A" shall remain unaffected by this Ordinance until added transferred to this Master Fee Schedule.

Section 2. Severability Clause-Should any portion or part of this ordinance be held for any reason invalid or unenforceable by a court or competent jurisdiction, the same shall not be construed to affect any other valid portion hereof, but all valid portions shall remain in full force and effect.

Section 3. Effective Date-This ordinance shall be effective 13th day of December, 2022.

INTRODUCED AND PASSED on the first reading on this the 6th day of December, 2022.

Passed on the second and final reading and approved on this the 13th day of December, 2022.

Trey Mendez
MAYOR

ATTEST:

Yolanda Galarza Gomez
CITY SECRETARY

CITY OF BROWNSVILLE, TEXAS INCORPORATED FEBRUARY 7 1853

Approved As To Form
And Legality:

Guillermo (Will) S. Trevino
Deputy City Attorney

City of Brownsville Master Fee Schedule Update

Fee	Description	Existing Fee Amount	Proposed Fee Amount	Ordinance #	Comments
Department Name: EMS					
Ambulance Service	BLS Non-Emergency	$350.00	$850.00	2010-1202 Sec. 42-101	Ambulance fees have not been revised since 2010, and the current fees are substantially below "Usual, Customary and Reasonable" (UCR) fees for the region. Significantly reduces the amounts which may be eligible for insurance reimbursement, ,and places increased financial burden on the city through a greater need of funds allocated to ambulance service from the city budget.Information compiled from The BFD operational analysis through CPSM.These Fees will have little to no impact on the general public and will only
Ambulance Service	BLS Emergency	$350.00	$850.00	2010-1202 Sec. 42-101	
Ambulance Service	ALS Non-Emergency	$450.00	$1,150.00	2010-1202 Sec. 42-101	
Ambulance Service	ALS Emergency	$450.00	$1,199.00	2010-1202 Sec. 42-101	
Ambulance Service	Specialty Care	$530.00	$2,000.00	2010-1202 Sec. 42-102	
Ambulance Service	ALS 2 Emergency	$540.00	$1,400.00	2010-1202 Sec. 42-101	
Department : Training Division	**Additional Charges**				
Ambulance Service	Per Mile	$10.00	$25.00	2010-1202 Sec. 42-101	
Ambulance Service	Waiting Time Per Hour	$100.00	$100.00	2010-1202 Sec. 42-101	
Ambulance Service	No Transport No Treatment (Refusal)	$75.00	$75.00	2010-1202 Sec. 42-101	
Ambulance Service	No Transport With Treatment	$150.00	$200.00	2010-1202 Sec. 42-101	
Ambulance Service	Stand By	$75.00	$250.00	2010-1202 Sec. 42-102	
Ambulance Service	Additional Attendant	$150.00	$150.00	2010-1202 Sec. 42-101	
Ambulance Service	Courtesy Assistance fee	$25.00	$25.00	2010-1202 Sec. 42-101	
	Supplementary Charges/Meds				
Ambulance Service	Airways Oral/Nasal	$16.00	$20.00	2010-1202 Sec. 42-101	
Ambulance Service	Albuterol	$33.00	$40.00	2010-1202 Sec. 42-101	
Ambulance Service	Amiodarone	$20.00	$25.00	2010-1202 Sec. 42-101	
Ambulance Service	Ammonia Inhalant	$1.00	$1.50	2010-1202 Sec. 42-101	
Ambulance Service	Aspirin	$2.00	$2.50	2010-1202 Sec. 42-101	
Ambulance Service	Atropine Sulfate	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	Atrovent	$1.00	$1.50	2010-1202 Sec. 42-101	
Ambulance Service	Backboard/Immobilizer	$20.00	$24.00	2010-1202 Sec. 42-101	
Ambulance Service	Band aids	$0.65	$0.75	2010-1202 Sec. 42-101	
Ambulance Service	Betadine	$3.00	$4.00	2010-1202 Sec. 42-101	
Ambulance Service	Bretylium	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	Burn/Trauma sheets	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	Butterfly needle	$4.00	$5.00	2010-1202 Sec. 42-101	
Ambulance Service	Cervical Collar	$26.00	$32.00	2010-1202 Sec. 42-101	
Ambulance Service	Cold/Hot packs	$4.00	$5.00	2010-1202 Sec. 42-101	
Ambulance Service	CPAP	$55.00	$66.00	2010-1202 Sec. 42-101	
Ambulance Service	D5 5 ML	$4.00	$5.00	2010-1202 Sec. 42-101	
Ambulance Service	D50 W 50 ML	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	Dextrostix	$3.00	$4.00	2010-1202 Sec. 42-101	
Ambulance Service	Diazepam	$20.00	$24.00	2010-1202 Sec. 42-101	
Ambulance Service	Diphenhydramine HCL 50 MG	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	Dopamine HCL 400 MG/10 ML	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	ECG Defib Pads	$65.00	$78.00	2010-1202 Sec. 42-101	
Ambulance Service	ECG Electrodes	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	ECG Tracing	$33.00	$40.00	2010-1202 Sec. 42-101	
Ambulance Service	Endotracheal tube holder	$7.00	$8.50	2010-1202 Sec. 42-101	
Ambulance Service	Endotracheal tube	$33.00	$40.00	2010-1202 Sec. 42-101	
Ambulance Service	Epinephrine 1 MG /10 ML	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	EZ IO needles	$125.00	$150.00	2010-1202 Sec. 42-101	
Ambulance Service	Fentanyl .50 mg/ml 2 ML	$10.00	$12.00	2010-1202 Sec. 42-101	
Ambulance Service	Furosemide up to 20 mg	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	Gastric tubes	$15.00	$18.00	2010-1202 Sec. 42-101	
Ambulance Service	Gauze Pad 4 × 4	$1.00	$1.50	2010-1202 Sec. 42-101	
Ambulance Service	Gauze Pad 5 × 9	$1.00	$1.50	2010-1202 Sec. 42-101	
Ambulance Service	Gauze Sponges/Kerlix	$3.00	$4.00	2010-1202 Sec. 42-101	
Ambulance Service	Gloves	$2.00	$2.50	2010-1202 Sec. 42-101	

Ambulance Service	Glucose Oral gel	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	Hydrogen Peroxide	$3.00	$4.00	2010-1202 Sec. 42-101	
Ambulance Service	Infusion normal saline 1,000 cc	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	Infusion normal saline 250 cc	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	Injection Adenosine 12 mg	$100.00	$120.00	2010-1202 Sec. 42-101	
Ambulance Service	Injection Adenosine 6 mg	$65.00	$78.00	2010-1202 Sec. 42-101	
Ambulance Service	Injection Epinephrine 1 ml	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	Intubation Procedures	$20.00	$24.00	2010-1202 Sec. 42-101	
Ambulance Service	Invasive needles	$4.00	$5.00	2010-1202 Sec. 42-101	
Ambulance Service	Ipecac 5 cc	$3.00	$4.00	2010-1202 Sec. 42-101	
Ambulance Service	IV Admin	$20.00	$24.00	2010-1202 Sec. 42-101	
Ambulance Service	IV Catheter	$4.00	$5.00	2010-1202 Sec. 42-101	
Ambulance Service	IV Heplock	$16.00	$20.00	2010-1202 Sec. 42-101	
Ambulance Service	IV prep kit	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	IV saline lock	$16.00	$20.00	2010-1202 Sec. 42-101	
Ambulance Service	Please	$20.00	$24.00	2010-1202 Sec. 42-101	
Ambulance Service	IV drip set	$20.00	$24.00	2010-1202 Sec. 42-101	
Ambulance Service	Lidocaine bolus HCL 50 cc	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	Lidocaine drip 2 gm/500 ml	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	LMA	$25.00	$30.00	2010-1202 Sec. 42-101	
Ambulance Service	MAST/PASG	$33.00	$40.00	2010-1202 Sec. 42-101	
Ambulance Service	Magnesium sulfate per 500 mg	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	Morphine sulfate 10 mg	$18.00	$22.00	2010-1202 Sec. 42-101	
Ambulance Service	Nalbuphine hydrochloride 10 mg	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	Naloxone Hydrochloride 1 mg	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	Nebulizer	$8.00	$10.00	2010-1202 Sec. 42-101	
Ambulance Service	NTG 0.4 tablets	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	OB kit	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	Occlusive dressing	$1.50	$2.00	2010-1202 Sec. 42-101	
Ambulance Service	Organ/crew	$75.00	$90.00	2010-1202 Sec. 42-101	
Ambulance Service	Oxygen mask/cannula adm	$33.00	$40.00	2010-1202 Sec. 42-101	
Ambulance Service	Procainamide HCL 1 gm Bolus	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	Procainamide HCL 1 gm drip	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	Sodium Bicarbonate per cc	$2.25	$2.70	2010-1202 Sec. 42-101	
Ambulance Service	Specialty stand by	$150.00	$150.00	2010-1202 Sec. 42-101	
Ambulance Service	Sterile Saline	$7.00	$8.50	2010-1202 Sec. 42-101	
Ambulance Service	Sterile water irrigation 250 ml	$7.00	$8.50	2010-1202 Sec. 42-101	
Ambulance Service	Sterile water up to 5 cc	$5.00	$6.00	2010-1202 Sec. 42-101	
Ambulance Service	Stopcock extension	$3.50	$4.20	2010-1202 Sec. 42-101	
Ambulance Service	Suction Catheter yankauer	$33.00	$40.00	2010-1202 Sec. 42-101	
Ambulance Service	Syringe 20 cc	$4.00	$5.00	2010-1202 Sec. 42-101	
Ambulance Service	Syringe 5 cc	$4.00	$5.00	2010-1202 Sec. 42-101	
Ambulance Service	Syringe 10 cc	$4.00	$5.00	2010-1202 Sec. 42-101	
Ambulance Service	Syringe 1 cc	$4.00	$5.00	2010-1202 Sec. 42-101	
Ambulance Service	Syringe 30 cc	$4.00	$5.00	2010-1202 Sec. 42-101	
Ambulance Service	Syringe 3 cc	$4.00	$5.00	2010-1202 Sec. 42-101	
Ambulance Service	Syringe 60 cc	$4.00	$5.00	2010-1202 Sec. 42-101	
Ambulance Service	Tape	$3.00	$4.00	2010-1202 Sec. 42-101	
Ambulance Service	TB Mask	$4.00	$5.00	2010-1202 Sec. 42-101	
Ambulance Service	Thiamine 100 mg	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	Traction Splint	$26.00	$32.00	2010-1202 Sec. 42-101	
Ambulance Service	Trauma dressing	$13.00	$16.00	2010-1202 Sec. 42-101	
Ambulance Service	Triangular bandage	$1.50	$2.00	2010-1202 Sec. 42-101	
Ambulance Service	Versed	$7.00	$8.40	2010-1202 Sec. 42-101	
Ambulance Service	Zofran	$3.00	$4.00	2010-1202 Sec. 42-101	
Department : Training Division	**Fire Courses and Related**	**Hours**	**Price per person**		
Training	Basic Firefighting Academy	4 months	$4,500.00		
Training	SCBA Course	$4.00	$50.00		

Training	Dry Chem. Ops	$8.00	$75.00		
Training	Specialized SCBA Course	$24.00	$200.00		
Training	Apparaus Operations	$24.00	$200.00		
Training	Burn Tower (live burns)	$8.00	$135.00		
Training	Propane Burns *	$8.00	$150.00		
Training	Specialized Live Burns *	$8.00	$150.00		
Training	Specialized Courses with Burns	$16.00	$150.00		
Training	Fire Officer (I, II, III)	$80.00	$250.00		
Training	Driver/Pump Operator	$40.00	$300.00		
Training	Aerial Operator	$40.00	$300.00		
Training	HAZMAT Tech	$80.00	$1,000.00		
Training	Wildland FF	$40.00	$450.00		
Training	Fire Inspector	$80.00	$600.00		
Training	Confinded Space	$40.00	$1,000.00		
Training	USUAS (drone ops)	$40.00	$750.00		
Training	Dive ops./rescue	$32.00	$400.00		
Training	Low Angle Rescue	$32.00	$400.00		
Training	High Angle Rescue	$32.00	$400.00		
Training	Incident Command	$32.00	$400.00		
Training	Forcible Entry	$8.00	$100.00		
Training	Miscellaneous (custom 8 hr)	$8.00	$100.00		
Training	Misc. (custom 16 hr)	$16.00	$200.00		
	Medical Courses and Related				
Training	Stop the Bleed	$4.00	$25.00		**pricing does not include books needed for class**
Training	BLS	$8.00	$65.00		
Training	ACLS	$16.00	$200.00		
Training	PALS	$16.00	$200.00		
Training	AMLS	$16.00	$225.00		
Training	PHTLS	$16.00	$225.00		
Training	TCCC	$16.00	$225.00		
Training	TECC	$16.00	$225.00		
Training	EVOS	$16.00	$225.00		
Training	Emergency Medical Tech. (EMT)	$327.00	$1,400.00		
Department Name: City Secretary Department					
	Beer/Wine Permits				
Beer & Wine	Brewer's License (BW)	1500	1500	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Distiller's and Rectifier's Permit (D)	1500	1500	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Winery Permit (G)	75	75	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Out-of State Winery Direct Shipper's Permit (DS)	N/A (Out of State)	N/A (Out of State)	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Nonresident Brewer's License (BN)	N/A (Out of State)	N/A (Out of State)	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Nonresident Seller's Permit (S)	150	150	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	General Distributor's License (BB)	300	300	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Wholesalers Permit (W)	1875	1875	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	General Class B Wholesaler's Permit (X)	300	300	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Mixed Beverage Permit and Mixed Beverage w/ Food & Beverage Certificate (FB) required (MB) - *ORIGINAL*	EXEMPT	EXEMPT	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Mixed Beverage Permit and Mixed Beverage w/ Food & Beverage Certificate (FB) required (MB) - *1ST RENEWAL*	1125	1125	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Mixed Beverage Permit and Mixed Beverage w/ Food & Beverage Certificate (FB) required (MB) - *2ND RENEWAL*	1500	1500	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Mixed Beverage Permit and Mixed Beverage w/ Food & Beverage Certificate (FB) required (MB) - *3RD RENEWAL*	750	750	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Wine and Malt Beverage Retailer's Off-Premise Permit (BQ) (previously known as Wine and Beer Retailer's Off-Premise Permit)	175	175	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Wine and Malt Beverage Retailer's Off-Premise Permit (BQ)	60	60	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule

Beer & Wine	(Malt Beverage) Retail Dealer's On-Premise License (BE) Every county EXCEPT Bexar, Dallas, Harris, and Tarrant counties)	150	150	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule

Beer & Wine	(Malt Beverage) Retail Dealer's Off-Premise License (BF)	60	60	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Private Club Registration Permit (N)	EXEMPT	EXEMPT	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Private Club Malt Beverage and Wine Permit (NB)	EXEMPT	EXEMPT	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Private Club Exemption Certificate (NE)	EXEMPT	EXEMPT	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Package Store Permit (P)	500	500	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Wine-Only Package Store Permit (Q)	75	75	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Passenger Transportation Permit (TR)	EXEMPT	EXEMPT	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Consumer Delivery Permit (CD)	No fee established in Code on 8/31/2021	No fee established in Code on 8/31/2021	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Bonded Warehouse Permit (J/JD)	150	150	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Manufacturer's Agent's Warehousing Permit (AW)	750	750	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Carrier's Permit (C)	EXEMPT	EXEMPT	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Promotional Permit (PR)	300	300	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Third-Party Local Cartage Permit (ET)	EXEMPT	EXEMPT	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Branch Distributor's License (BC)	75	75	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Forwarding Center Authority (FC)	Not a license or permit so local fee is not authorized	Not a license or permit so local fee is not authorized	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Brewer's Self-Distribution License (SD) *(consolidation of manufacturer's Self-Distribution License and Brewer's Self-Distribution Permit)*	600	600	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Brewpub License (BP)	500	500	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Food and Beverage Certificate (FB)	Not a license or permit so local fee is not authorized	Not a license or permit so local fee is not authorized	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Late Hours Certificate (LH) (consolidation of a Mixed Beverage Late Hours Permit, Private Club Late Hours Permit, and a Retail Dealer's On-Premise Late Hours License)	Not a license or permit so local fee is not authorized	Not a license or permit so local fee is not authorized	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Local Distributor's Permit (LP)	100	100	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Beer & Wine	Water Park Permit (WP)	30	30	2021-1696	the ordinance is being amended to reflect the current state law as to the new TABC Fee Schedule
Department Name: Brownsville Public Library System/Public Information Services Dept.					
Lost Material Fee	When a patron loses an item we charge the cost of the item	$0.00-$200.00	$0.00—$2,000.00	94-1272 Sec. 62-71	Consolidated as cost of replacements have increased.
Damage Material Fee	When a patron returns an item damaged beyond repair we charge the cost of the item	$0.00-$200.00	$0.00—$2,000.00	94-1272 Sec. 62-71	Consolidated as cost of replacements have increased.
Meeting Room Fee Non-Profit	The rental fee for a 2-hour period for a non-profit organization (501(c)(3) required)	$25.00	$15.00 - $25.00	94-1272 Sec. 62-71	In order to increase meeting room availability, Southmost Library meeting rooms will now be available to rent. (Main Library already offers this service)
Meeting Room Fee Non-Profit All Day	The rental fee for a 8-hour period for a non-profit organization (501(c)(3) required)	$75.00	$30.00 - $75.00	94-1272 Sec. 62-71	In order to increase meeting room availability, Southmost Library meeting rooms will now be available to rent. (Main Library already offers this service)
Meeting Room Fee	The rental fee for a 2-hour period for a group that do not identify as non-profit	$60.00	$30.00 - $60.00	94-1272 Sec. 62-71	In order to increase meeting room availability, Southmost Library meeting rooms will now be available to rent. (Main Library already offers this service)
Meeting Room Fee All Day	The rental fee for a 8-hour period for a group that do not identify as non-profit	$200.00	$60.00 - $200.00	94-1272 Sec. 62-71	In order to increase meeting room availability, Southmost Library meeting rooms will now be available to rent. (Main Library already offers this service)
Meeting Room Dirty Facilities Fee Non-Profit	If the meeting room is left in disarray there is ½th charge of the original fee (for nonprofit)	$15.00	$3.00 - $15.00	94-1272 Sec. 62-71	In order to increase meeting room availability, Southmost Library meeting rooms will now be available to rent.
Meeting Room Dirty Facilities Fee	If the meeting room is left in disarray there is ½th charge of the original fee	$40.00	$6.00 - $40.00	94-1272 Sec. 62-71	In order to increase meeting room availability, Southmost Library meeting rooms will now be available to rent.
Meeting Room Time Over Fee Non-Profit	If the meeting runs later than initial booking there is ½th charge of the original fee for every 30 minutes the meeting runs late (for non-profit)	$15.00	$3.00 - $15.00	94-1272 Sec. 62-71	In order to increase meeting room availability, Southmost Library meeting rooms will now be available to rent.
Meeting Room Time Over Fee	If the meeting runs later than initial booking there is ½th charge of the original fee for every 30 minutes the meeting runs late	$40.00	$6.00 - $40.00	94-1272 Sec. 62-71	In order to increase meeting room availability, Southmost Library meeting rooms will now be available to rent.
Heat Transfer Paper	Materials for MakerSpace projects	N/A	$2.00	94-1272 Sec. 62-71	New service established at both libraries.
Tote Bags	Materials for MakerSpace projects	N/A	$3.00	94-1272 Sec. 62-71	New service established at both libraries.
Black Heat Transfer Vinyl	Materials for MakerSpace projects	N/A	$2.00	94-1272 Sec. 62-71	New service established at both libraries.
White Heat Transfer Vinyl	Materials for MakerSpace projects	N/A	$2.00	94-1272 Sec. 62-71	New service established at both libraries.
Filament - per gram	Materials for MakerSpace projects	N/A	$0.15	94-1272 Sec. 62-71	New service established at both libraries.
Department Name: Parks and Recreation Department (PARD)					

Exclusive Park Rental	Not open to the public, for profit and or exclusive use of the rentor.	$1,500.00	$2,500	2009-898 Sec. 74-17	Part of previous plan to increase park rental fee effective FY2023
Section of Park Rental	Keep park areas of park open to the public, for profit or exclusive use of rentor. Only use specified area.	$0.00	$150 minimum, or $.05 cents per square foot which ever is greater.	2009-898 Sec. 74-17	No fee existed for partial rental, only for certain activities or amenities, PARD recieves several (10+) requests each year for non-exclusive, partial park use.
Disc Golf Rental	2 Hour Rental Rate	$150.00	$150.00	2009-898 Sec. 74-17	Adding Hour limitation
Disc Golf Tournament Rental	Daily Tournament Rental Rate	$0.00	$700.00	2009-898 Sec. 74-17	Specify Tournament Rate
Disc Golf Disc Rental	Single disc rentals	$0.00	$2 per disc, $10 Refundable Deposit	2009-898 Sec. 74-17	Formalizing fee rate for disc golf
Disc Golf Sell	Disc sets for sale	$0.00	20% mark up	2009-898 Sec. 74-17	Formalizing fee rate for disc golf
Recreation Center Room Rental	Meeting Space for Profit Use	$0.00	$30 per hour	2009-898 Sec. 74-17	Formalizing fee rate for meeting space
Post Event Cleaning Rate	Assessed if post event is in poor, damaged, or has trash condition	$0.00	$300 / hour	2009-898 Sec. 74-17	New Offering - Option to Pay City to Clean or fee if event host leaves a mess.
Amphitheatre Rental	Per hour	$0.00	$150.00	2009-898 Sec. 74-17	New Rental Rate
Beer/Wine Garden	Requires approval of City Manager and PARD Director	$0.00	$150 per hour	2009-898 Sec. 74-17	New Offering
Bike/Ride Events	Flat rate or Per participant, whichever is greater	$150 Flat Rate	$300 or $1 per participant	2009-898 Sec. 74-17	Change to per participant rate, for impact /wear & tear
Special Use Park Reservation	not park rental, not pavilion, no shelter, no restrooms, per hour	$0.00	$30.00	2009-898 Sec. 74-17	For impact to park, clean up, wear & tear.
Commercial Kitchent Rental	Rental agreement required, per hour rate.	$0.00	$30.00	2009-898 Sec. 74-17	New facility
Special Event / Parks Wedding Permit	To get married in the park, permit/special use activity/special event form required	$0.00	$50.00	2009-898 Sec. 74-17	New Offering
Non-motorized Watercraft Rentals	Per hour, per craft	$0.00	$15.00	2009-898 Sec. 74-17	New Offering
Private Business conducted in a park or PARD Facility	% of fee determined in contract, based on usage	10% - 30%	0%	2009-898 Sec. 74-17	Completed through a Specialiast/Independent Contract
Trail Event	1 day event, for profit	$150 Non-profit	$150 non-profit, $500 for profit	2009-898 Sec. 74-17	Adding for profit rate
Professional Photography	Per hour for professional business (selling pictures) per hour	$0.00	$25	2009-898 Sec. 74-17	Private profit in public park fee
Filming in Parks / Trails	Per hour for professional business (video production)	$0.00	$150 - $2,500	2009-898 Sec. 74-17	Private profit in public park fee
Outdoor Parks Wedding/SE Packages	Weddings/SE in Parks, Contract Agreement Required	$0.00	$3,000 - $10,000.00	2009-898 Sec. 74-17	New Offering
Stage Rentals	Rental of stage—per day fee plus $100.00 damaged deposit (refundable)	$500.00	$600.00	2009-898 Sec. 74-17	For repair/replacement, increase fee for end of life replacement. Cost of Fuel/Material increase (12%)
Bleacher Rentals	Rental of Bleachers—per unit—per day fee plus $100.00 damaged deposit (refundable)	$200.00	$300.00	2009-898 Sec. 74-17	For repair/replacement, increase fee for end of life replacement. Cost of Fuel/Material increase (12%)
Large Outdoor Pavilion	Rental Reservation of Outdoor Pavilion at Parks (5 hrs.)	$75 (Lincoln Only)	$250.00	2009-898 Sec. 74-17	Making fee Consistent for Large Size Pavilions w/ electrical, lights, restrooms etc.
Small Outdoor Pavilion	Rental Reservation of Outdoor Pavilion at Parks (5 hrs.)	$150 (DPP Only)	$150.00		Making fee Consistent for Small Size Pavilions w/ electrical, lights, restrooms, etc.
BBQ Oven	4-Hour Rental	$100.00	$150.00	2009-898 Sec. 74-17	For repair/replacement, increase fee for end of life replacement. Cost of Fuel/Material increase (12%)
Department Name: (PARD) Youth Program & Community Events					
Vendor Fee	Fee per vendor	$35.00	$10 - $200	2009-898 Sec. 74-17	Consilidate rates for whole Dept. Range dependent on type of Event, smaller events, with smaller crowds, smaller the fee.
Summer Recreation Program	Fee per participant ages 5-17	$35.00	$40.00	2009-898 Sec. 74-17	
Summer Recreation Program Extended Day	Fee per participant ages 5-17	$0.00	$10.00	2009-898 Sec. 74-17	

Leaders in Training	Fee per participant ages 5-17	$35.00	$45.00	2009-898 Sec. 74-17	For certification in CPR/1st Aid.
Department Name: (PARD) Aquatics					
ARC Lifeguard Certification	ARC Lifeguard Certification Course	$120.00	$125.00	2009-898 Sec. 74-17	Increases in cost of materials/supplies (12%)
Concession Resale Items	snacks, drinks, water diapers, goggles, towels, caps, etc.	$.50 - $50	20% mark up max	2009-898 Sec. 74-17	Consolidate
Learn to Swim Program	Levels 1—5, Adaptive and Adult per session per person	$30.00	$35.00	2009-898 Sec. 74-17	Increases in cost of materials/supplies (12%)
Learn to Swim Program	Parent and Child Classes per session per person (30 min)	$15.00	$18.00	2009-898 Sec. 74-17	Increases in cost of materials/supplies (12%)
Lifeguard Instructor in Training (LIIT)	Lifeguard in Training Program	$70.00	$75.00	2009-898 Sec. 74-17	Increases in cost of materials/supplies (12%)
Pool Rental (Gonzalez Pool)	Hourly Pool Facility Rental	$75.00	$100.00	2009-898 Sec. 74-17	Increases in cost of materials/supplies (12%)
Pool Rental (Sams Pool)	Hourly Pool Facility Rental	$100.00	$125.00	2009-898 Sec. 74-17	Increases in cost of materials/supplies (12%)
Public Pool Fee—Adult	Regular Pool Entry and Aqua Aerobics	$2.00	$3.00	2009-898 Sec. 74-17	Increases in cost of materials/supplies (12%)
Public Pool Fee—Child	Regular Pool Entry and Aqua Aerobics	$1.00	$2.00	2009-898 Sec. 74-17	Increases in cost of materials/supplies (12%)
Public Pool Fee—Senior	Regular Pool Entry and Aqua Aerobics	$1.00	$2.00	2009-898 Sec. 74-17	Increases in cost of materials/supplies (12%)
Swim Team	Brownsville Stingrays Swim Team Registration	$50.00	$55.00	2009-898 Sec. 74-17	Increases in cost of materials/supplies (12%)
Department Name: (PARD) Youth Athletics					
Independent Adult League Fees	Per Player. Must be a registered with an affiliate organization with board, bylaws, rules & regulations.	$0.00	$25.00	2009-898 Sec. 74-17	New Offering
Athletic Field - Non Resident Practice Rate	Practice fees (per hour, per field up to 4 hours)	$40.00	$45.00	2009-898 Sec. 74-17	Increase to non-resident rate, increase in cost of goods, materials, supplies (12%)
Athletic Field - Non-Residents, Non-Tournament	Event Rental (5 to 8 hours max)	$250.00	$300.00	2009-898 Sec. 74-17	Increase to non-resident rate, increase in cost of goods, materials, supplies (12%)
Athletic Field - Non-Residents Tournament	Event Rental (5 to 8 hours max)	$350.00	$400.00	2009-898 Sec. 74-17	Increase to non-resident rate, increase in cost of goods, materials, supplies (12%)
Gym - Non-Residents, Non- Tournament	per hour, up to 4 hours	$50.00	$60.00	2009-898 Sec. 74-17	Increase to non-resident rate, increase in cost of goods, materials, supplies (12%)
Gym - Non-Residents, Non-Tournament	Event Rental (5 to 8 hours max)	$400.00	$400.00	2009-898 Sec. 74-17	Increase to non-resident rate, increase in cost of goods, materials, supplies (12%)
Gym Non-Residents, Tournament	Event Rental (5 to 8 hours max)	$800.00	$900.00	2009-898 Sec. 74-3	Increase to non-resident rate, increase in cost of goods, materials, supplies (12%)
Overtime Maintenance Fees	Fees for citizens renting a COB facility and requesting personnel (rate per hour)	$15.00	$18.00	2009-898 Sec. 74-17	Finance informed PARD rate was the incorrect rate.
Department Name: (PARD) Brownsville Golf Center					
18 Holes (1/2 Cart) - Peak, Day		$25.00	$30.00	2009-898 Sec. 74-17	$34.71 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
18 Holes (1/2 Cart) - Off Peak, Day		$20.00	$25.00	2009-898 Sec. 74-17	$34.00 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
18 Holes (Walking) - Peak, Day		$18.00	$22.00	2009-898 Sec. 74-17	$22 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
18 Holes (Walking) - Off Peak, Day		$15.00	$19.00	2009-898 Sec. 74-17	$21.57 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
18 Holes Twilight (1/2 Cart) - Peak, Day		$18.00	$21.00	2009-898 Sec. 74-17	$24.83 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
18 Holes Twilight (1/2 Cart) - Off Peak, Day		$15.00	$18.00	2009-898 Sec. 74-17	$24.33 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
18 Holes Twilight (Walking) - Peak, Day		$13.00	$17.00	2009-898 Sec. 74-17	$21 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
18 Holes Twilight (Walking) - Off Peak, Day		$10.00	$14.00	2009-898 Sec. 74-17	$20.50 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
9 Holes (1/2 Cart) - Peak, Day		$18.00	$23.00	2009-898 Sec. 74-17	$24 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
9 Holes (1/2 Cart) - Off Peak, Day		$15.00	$20.00	2009-898 Sec. 74-17	$23.57 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
9 Holes (Walking) - Peak, Day		$13.00	$15.00	2009-898 Sec. 74-17	$15.43 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
9 Holes (Walking) - Off Peak, Day		$10.00	$12.00	2009-898 Sec. 74-17	$15 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
Club Rental		$12.00	$14.00	2009-898 Sec. 74-17	$11.33 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
Cart Rental		$12.00	$13.00	2009-898 Sec. 74-17	$13.43 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
Pull Cart Rental		$3.00	$5.00	2009-898 Sec. 74-17	$3 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
Non-Player Riding Fee		$7.00	$9.00	2009-898 Sec. 74-17	$8.86 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
Personal Cart Trail Fee		$7.00	$9.00	2009-898 Sec. 74-17	$8.57 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)

Junior- Day (peak, off peak)	Below 18	$7, $5	$9, $7	2009-898 Sec. 74-17	$9.94 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)

Junior - Monthly (peak, off peak)	Below 18	$25, $20	$29, $23	2009-898 Sec. 74-17	Average $30 peak, $29 off-peak Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
Single - Monthly (peak, off peak)		$100, $69	$115, $79	2009-898 Sec. 74-17	$180 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
Couple - Monthly (peak, off peak)		$142, $129	$163, $148	2009-898 Sec. 74-17	Increase to non-resident rate, increase in cost of goods, materials, supplies (12%)
Trail Fee - Monthly		$41.00	$60.00	2009-898 Sec. 74-17	$65 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
Cart Storage - Monthly		$120.00	$138.00	2009-898 Sec. 74-17	$115 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
Cart Storage & Trail Fee - Monthly		$100.00	$185.00	2009-898 Sec. 74-17	$9.94 peak, $9.44 off-peak Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
Cart Storage & Trail Fee - 3 Month	Saves $55	$252.00	$500.00	2009-898 Sec. 74-17	Increase to non-resident rate, increase in cost of goods, materials, supplies (12%), Previous rate not sustainable.
Junior - Annual		$219.00	$252.00	2009-898 Sec. 74-17	Increase to non-resident rate, increase in cost of goods, materials, supplies (12%)
Single - Annual		$769.00	$884.00	2009-898 Sec. 74-17	$957.33 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
Couple - Annual		$1,495.00	$1,719.00	2009-898 Sec. 74-17	$1,473.75 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
Family - Annual		$1,649.00	$1,896.00	2009-898 Sec. 74-17	Increase to non-resident rate, increase in cost of goods, materials, supplies (12%)
Trail Fee - Annual		$260.00	$315.00	2009-898 Sec. 74-17	$485.71 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
Junior - Annual W/ 1/2 Cart		$219.00	$252.00	2009-898 Sec. 74-17	
Single - Annual W/ 1/2 Cart		$1,069.00	$1,229.00	2009-898 Sec. 74-17	$1347.60 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
Couple - Annual W/ 1/2 Cart		$1,495.00	$1,719.00	2009-898 Sec. 74-17	$1,869.50 Average Rate Municpal Courses (Tony Butler, Tierra del Sol, Shary, Palm View, Los Lagos, Ebony Hills)
Senior Rate, Employee Rate	20% reduced rate (does NOT include concessions)	$604.00	$695.00	2009-898 Sec. 74-17	Conslidate Fee Structure
Family - Annual W/ Cart		$1,649.00	$1,896.00	2009-898 Sec. 74-17	Increase to non-resident rate, increase in cost of goods, materials, supplies (12%)
Department Name: (PARD) Brownsville Events Center					
Full Complex	8 Hour Rental	$5,918.75	$7,398.44	2009-898 Sec. 74-17	Consilidation of and New Rates for the Brownsville Events Center approved by the City Commission on June 20, 2021
Palo Alto Grand Ballroom	8 Hour Rental	$3,805.00	$4,756.25	2009-898 Sec. 74-17	
Resaca de la Palma "A"	8 Hour Rental	$635.00	$793.75	2009-898 Sec. 74-17	
Major Jacob Brown "B"	8 Hour Rental	$635.00	$793.75	2009-898 Sec. 74-17	
Palmito Hill "C"	8 Hour Rental	$635.00	$793.75	2009-898 Sec. 74-17	
Charles Stillman "D"	8 Hour Rental	$635.00	$793.75	2009-898 Sec. 74-17	
Palo Alto "E"	8 Hour Rental	$1,268.75	$1,585.94	2009-898 Sec. 74-17	
Rooms "AB" or "CD"	8 Hour Rental	$1,268.75	$1,585.94	2009-898 Sec. 74-17	
Rooms "ABE" or "CDE"	8 Hour Rental	$2,537.50	$3,171.88	2009-898 Sec. 74-17	
Conference Room "A"	8 Hour Rental	$312.50	$390.63	2009-898 Sec. 74-17	
Conference Room "B"	8 Hour Rental	$156.25	$390.63	2009-898 Sec. 74-17	
Conference Room "C"	8 Hour Rental	$156.25	$195.31	2009-898 Sec. 74-17	
Conference Rooms "BC"	8 Hour Rental	$312.50	$250.00	2009-898 Sec. 74-17	
Covered Walkway "A"	8 Hour Rental	$312.50	$390.63	2009-898 Sec. 74-17	
Covered Walkway "B"	8 Hour Rental	$312.50	$390.63	2009-898 Sec. 74-17	
Foyer	8 Hour Rental	$312.50	$390.62	2009-898 Sec. 74-17	
Department Name: Traffic Department					
Temporary Parking Permit	Parking Meter space	10¢	ELIMINATE	2013-919 Sec. 110-64	12 minutes parking (eliminated)
Temporary Parking Permit	Parking Meter space	25¢	50¢	2013-919 Sec. 110-64	30 minutes parking increased fees to align with new parking costs.
Temporary Parking Permit	Parking Meter space	50¢	$1.00	2013-919 Sec. 110-64	60 minutes parking (1 hour) increased fees to align with new parking costs.

Temporary Parking Permit	Park in a meter for construction work—Cost for meter/per vehicle per day	$5.00	$10.00	2013-919 Sec. 110-64	increased fees to align with new parking costs.
Temporary Parking Permit	Park in the alley for construction work-Cost per vehicle per day	$10.00	$20.00	2013-919 Sec. 110-64	increased fees to align with new parking costs.
Temporary Parking Permit	Park in a Handicap for construction work—Cost per vehicle per day	$0.00	$20.00		New Fee
Temporary Road Closure	Close off a street for an event or construction work	$50.00	$100.00	2013-919 Sec. 110-64	New Fee
Temporary Road Closure	Close off a street for construction work with the use of a crane	$0.00	$100.00+$20.00(hourly)		Temporary road closure for crane to create and hourly rate since we did not have this before.
Temporary Road Closure	Close off a traffic lane for an event or construction work.	$0.00	$50.00		
Rental of Equipment	Lost or stolen Traffic Cones	$0.00	$20.00		New Fee
Rental of Equipment	Lost or stolen Barricades	$0.00	$100.00		New Fee
Rental of Equipment	Steel Crowd Control Fence; 3 type of barricades and type A barricades	$0.00	$8.00		New Fee
Street Signs	**Signs FOR new subdivision or replacement**	**Varies—See below**	**Varies—see below**		
Street Signs	2⅜" Round × 12' 16 ga. Galv. Post	$15.00	$38.00	Researched City Ordinance; did not find an ordinance for this fee	The new increase in fees of rental equipment is based on replacement cost
Street Signs	Aluminum Sign Blank 30" × 30"	$18.00	$37.43		The new increase in fees of rental equipment is based on replacement cost
Street Signs	Aluminum Street Sign 9" × 24"	$6.00	$9.00		The new increase in fees of rental equipment is based on replacement cost
Street Signs	Aluminum Street Sign 9" × 30"	$8.00	$11.00		The new increase in fees of rental equipment is based on replacement cost
Street Signs	Aluminum Street Sign 9" × 36"	$10.00	$12.00		The new increase in fees of rental equipment is based on replacement cost
Street Signs	Aluminum Street Sign 9" × 40"	$12.00	$16.00		The new increase in fees of rental equipment is based on replacement cost
Street Signs	Face Stop Sign 30" × 30"	$10.00	$14.50		The new increase in fees of rental equipment is based on replacement cost
Street Signs	Face Street Name 24" (2 per street name)	$10.00	$17.97		The new increase in fees of rental equipment is based on replacement cost
Street Signs	Face Street Name 30" (2 per street name)	$12.50	$14.00		The new increase in fees of rental equipment is based on replacement cost
Street Signs	Face Street Name 36" (2 per street name)	$15.00	$22.00		The new increase in fees of rental equipment is based on replacement cost
Street Signs	Face Street Name 40" (2 per street name)	$17.50	$22.50		The new increase in fees of rental equipment is based on replacement cost
Street Signs	Custom 12" × 60" sign	$15.00	$17.00		The new increase in fees of rental equipment is based on replacement cost
Department Name: Transit & Mobility					
Parking Garage	Parking Garage monthly fee	$40.00	$55.00	Researched; ordinance not found	increase the rate due to raising demand and cost of maintenance
Parking Garage	Parking garage daily fee	$10.00	$12.00	Researched; ordinance not found	increase the rate due to raising demand and cost of maintenance
Parking Garage	Parking garage access replacement card fee	$6.00	$25.00	Researched; ordinance not found	increase the rate due to raising demand and cost of maintenance
Parking Garage	Parking garage lost ticket fee	$15.00	$25.00	Researched; ordinance not found	increase the rate due to raising demand and cost of maintenance
Department Name: Planning & Redevelopment Services					
	Residential Interior Alterations/Repairs				
Building Permit	Up to 1,000 square feet	$40.00	$0.00	2008-1485 Sec. 18-123	Proposed Removal
	Residential exterior alterations/repairs				
Building Permit	Up to 1,000 square feet	$15.00	$0.00	2008-1485 Sec. 18-123	Proposed Removal
Building Permit	Over 1,000 square feet	$35.00	$0.00	2008-1485 Sec. 18-123	Proposed Removal
	Commercial Permit				
	Up to $8,000.00 valuation cost				
Building Permit	From $1,000.00 - $8,000.00 valuation cost	$40.00	$0.00	2008-1485 Sec. 18-123	Proposed Removal
	Over $1,000,000.00 valuation cost				
Miscellaneous Fees	Residential enclosures	$70.00	$0.00	2008-1485 Sec. 18-123	Proposed Removal
	Window Replacement				
Miscellaneous Fees	House leveling	$75.00	$0.00	2008-1485 Sec. 18-123	Proposed Removal
	Removal of gas/diesel storage/tanks				
Miscellaneous Fees	For each additional	$5.00	$0.00	2008-1485 Sec. 18-123	Proposed Removal
	Commercial & Multifamily				
Miscellaneous Fees	Lost permit/certificate of occupancy	$15.00	$0.00	2008-1485 Sec. 18-123	Proposed Removal
	Planned Development Plan Fee				
Zoning Permit	Determination Certificate — 1995 Rule	$150.00	$300.00	2010-235.79	Increase to platting exemption fee is meant to encourage proper platting of properties during the development process. Additionally, increase in cost is to recapture an increased amount of time invested by staff in the review of these applications.
Zoning Permit	Determination Certificate — 5-Acre Rule	$300.00	$500.00	2010-235.79	Increase to platting exemption fee is meant to encourage proper platting of properties during the development process. Additionally, increase in cost is to recapture an increased amount of time invested by staff in the review of these applications.
	Specific Use Permit—Commercial/Multi-family				
Zoning Permit	Zoning Verification	$25.00	$50.00	2010-235.79	Increase in cost is to recapture an increased amount of time invested by staff in the review of these requests.

Zoning Permit	Zoning Analysis	$0.00	$500.00	2010-235.79	Increase in cost is to recapture an increased amount of time invested by staff in the review of these requests.
	Sign Permit Fees				
Sign Permit	Non-refundable processing fee	$10.00	$0.00	2006-142A	Proposed Removal
	Network/Pole				
Miscellaneous Fees	Plan Review Scaning Fee per Page - Size up to 11x17	$0.00	$5.00		Proposed fee to recapture the time invested by staff with records management

Miscellaneous Fees	Plan Review Scaning Fee per Page - Size over 11x17	$0.00	$25.00		Proposed fee to recapture the time invested by staff with records management
Department Name: (PARD) Sports Park					
Rental Fees	Lights, All Locations —Per Field—Per Hour	$25.00	$25.00	2009-898 Sec. 74-17	Consolidate, rather than list for each venue
Rental Fees	Championship Field Windscreen - per 8'X8' Panel	$0.00	$100.00	2009-898 Sec. 74-17	New Advertising Offering
Rental Fees	Championship Field Windscreen - Short Side (~32 panels -260')	$0.00	$3,000.00	2009-898 Sec. 74-17	New Advertising Offering
Rental Fees	Championship Field Windscreen - Long Side (~43 panels - 350')	$0.00	$4,000.00	2009-898 Sec. 74-17	New Advertising Offering
Rental Fees	Vendor Fee - Depending on the Event scope/capacity	$0.00	$150 -$250	2009-898 Sec. 74-17	New Advertising Offering
Rental Fees	Additional Staff Fee Per hour	$0.00	$18.00	2009-898 Sec. 74-17	New Advertising Offering
Damage Deposit	All Facilities, refundable, $75 holding fee	$0.00	$250.00	2009-898 Sec. 74-17	New Advertising Offering
Rental Deposit	% 25 of total cost rental for deposit	$0.00	$0.25	2009-898 Sec. 74-17	New Advertising Offering
Rental Fees	Outdoor Basketball Half-Court, per hour, per court	$0.00	$20.00	2009-898 Sec. 74-17	New Advertising Offering
Rental Fees	Pole Banner Set of 6 - Seasonal (3 months)	$0.00	$500.00	2009-898 Sec. 74-17	New Advertising Offering
Rental Fees	Pole Banner Set of 6 - Year - per set	$0.00	$1,400.00	2009-898 Sec. 74-17	New Advertising Offering
Rental Fees	Red Barricade Advertising - per barricade, per month	$0.00	$150.00	2009-898 Sec. 74-17	New Advertising Offering
Rental Fees	Red Barricade Advertising - per barricade, per day	$0.00	$10.00	2009-898 Sec. 74-17	New Advertising Offering
Parking Fee	Dirt - range based on the event scope/capacity	$0.00	$5-$9	2009-898 Sec. 74-17	New Advertising Offering
Rental Fees	Digital Scoreboard - amount determined as per contract agreement	$0.00	$100-$50,000	2009-898 Sec. 74-17	New Advertising Offering or as per contract agreement
Rental Fees	Digital Scoreboard Surrounds Ads- amount determined as per contract agreement	$0.00	$10,000-$50,000	2009-898 Sec. 74-17	New Advertising Offering or as per contract agreement .
Rental Fees	**Softball/Baseball Rental Fees**				
Rental Fees	Individual Field—Hourly (Practice Only)	$30.00	$45.00	2009-898 Sec. 74-17	
Rental Fees	Individual Field—Hourly (Games)	$0.00	$100.00	2009-898 Sec. 74-17	New Offering
Rental Fees	Tournament Fees—Softball/Baseball - Daily	$300.00	$450.00	2009-898 Sec. 74-17	$50 above the Youth athletic field tournament rate in park facilities, NOT BSP
	Multisport Fields Complex Rental Fees				
Rental Fees	Full Size MS Field—Hourly (Practice Only)	$30.00	$45.00	2009-898 Sec. 74-17	Increase in cost of goods, materials, supplies (12%)
Rental Fees	Full Size MS Field—Games (2 hrs.)	$75.00	$100.00	2009-898 Sec. 74-17	Increase in cost of goods, materials, supplies (12%)
Rental Fees	**Tournament Fees—MSF Per Field *price will vary based on number of Fields Rented**				
Rental Fees	Full Size MS Field—Per Field (Tournament)	$100.00	$150.00	2009-898 Sec. 74-17	Increase in cost of goods, materials, supplies (12%)
Rental Fees	Full Size MS Youth Sized Field—Per Field (Tournament)	$0.00	$200.00	2009-898 Sec. 74-17	Increase in cost of goods, materials, supplies (12%)
	Artificial Turf Field Rental Fees				
Rental Fees	Hourly—Practice	$45.00	$60.00	2009-898 Sec. 74-17	above the Youth athletic field tournament rate in park facilities, NOT BSP. Increase in cost of goods, materials, supplies (12%)
Rental Fees	Hourly (up to 6 hours)—Games/Scrimmages Visitor Seating Only	$75.00	$150.00	2009-898 Sec. 74-17	above the Youth athletic field tournament rate in park facilities, NOT BSP. Increase in cost of goods, materials, supplies (12%)
	Hourly (up to 6 hours)—Games/Scrimmages Stadium Seating	$75.00	$250.00	2009-898 Sec. 74-17	above the Youth athletic field tournament rate in park facilities, NOT BSP. Increase in cost of goods, materials, supplies (12%)
Rental Fees	Full Stadium Seating—All day Event (6+ hours)	$2,500.00	$3,000.00	2009-898 Sec. 74-17	above the Youth athletic field tournament rate in park facilities, NOT BSP. Increase in cost of goods, materials, supplies (12%)
Rental Fees	Scoreboard Rental	$50.00	$100.00	2009-898 Sec. 74-17	New Scoreboard requires dedicated staff to run thes scoreboard, with expertise
Rental Fees	Partial Park Exclusive Use Fee	$0.00	$1,500.00	2009-898 Sec. 74-17	Requests for partial rental rate of BSP need to establish a rate

Rental Fees	Open 42 Acres (w/ other BSP Facility rentals)	$0.00	$1,500.00	2009-898 Sec. 74-17	Requests for partial rental rate of BSP need to establish a rate
Rental Fees	Exclusive Park Use Fee (no other BSP facility rental)	$0.00	$2,500.00	2009-898 Sec. 74-17	Requests for exclusive rental rate of BSP need to establish a rate
	BSP Walking Trail & Pavilion				
Rental Fees	Bike/Run/Walk Races—w/Pavilion 4 HRS	$150.00	$500.00	2009-898 Sec. 74-17	Fee too low for impact to the park, staffing costs, materials, supplies
Rental Fees	Bike/Run/Walk Races—Full Shut down of BSP	$1,500.00	$2,500.00	2009-898 Sec. 74-17	match exclusive use of park rate
	Other Facilities				
Rental Fees	Sand Volleyball Court—Daily Rental	$200.00	$350.00	2009-898 Sec. 74-17	above the Youth athletic field tournament rate in park facilities, NOT BSP. Increase in cost of goods, materials, supplies (12%)
	Sand Volleyball Court - BOUNDARY LINES	$0.00	$50.00	2009-898 Sec. 74-17	new offering
Rental Fees	North Pavilion - 2 hours, 75 each additional hour	$100.00	$250.00	2009-898 Sec. 74-17	Rental use impacts nearby rental spaces
	Registration Fees				
Registration Fees	Late Registration Fee—ALL LEAGUES	$25.00	$75.00	2009-898 Sec. 74-17	Late registration causes delays to teams and finalized schedule of games, purchase of team uniforms & awards,

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Felix Sauceda, Jr., Police Chief
Date:	Tuesday, December 5, 2023
Agenda #:	Consideration and **ACTION** on **SECOND** and **FINAL READING** on **Ordinance Number 2023-1733**, an Ordinance of the City Commission of the City of Brownsville amending Chapter 22 to ad Article XIV-Establishments not licensed by the Texas Alcoholic Beverage Commission (TABC), amending the City's Master Fee Schedule to adopt annual permit and inspection fees, and other related matters. (Police Department)

Summary:

The proposed ordinance establishes regulations for commercial establishments that are not licensed by the Texas Alcoholic Beverage Commission but allows patrons to bring their own alcoholic beverages onto the premises for consumption.

The ordinance will also amend the City's Master Fee Schedule to adopt annual permit and inspection fees necessary to carry out these regulations. The fees proposed are as follows:

$100.00:	BYOB Permit Fee
$466.00:	BYOB Inspection Fee
$350.00:	BYOB Reinspection Fee

These fees are in line with other jurisdictions that have similar BYOB regulations. Staff believes these proposed fee levels are reasonable and will recuperate staff time processing the permit applications and conducting inspections.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends approval subject to the City Attorney's final approval.

Commission Pillar:
Public Safety
Governance
Quality of Life
Economic Development

Attachments:
1. COB_BYOB Ordinance (JMA v3_12.05.2023_final)

ORDINANCE NUMBER 2023-1733

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE AMENDING CHAPTER 22 – BUSINESSES TO INCLUDE ARTICLE XIV – ESTABLISHMENT NOT LICENSED BY THE TEXAS ALCOHOLIC BEVERAGE COMMISSION (TABC), AND AMENDING THE CITY'S MASTER FEE SCHEDULE TO ADOPT ANNUAL PERMIT AND INSPECTION FEES; AND OTHER RELATED MATTERS.

WHEREAS, the City Commission ("Commission") of the City of Brownsville ("City"), is a home-rule municipality possessing the full power of local self-government pursuant to Article XI, Section 5 of the Texas Constitution; and

WHEREAS, as a home-rule municipality, the City has the power to enact ordinances in accordance with Article V, Section 15 of the City's Charter; and

WHEREAS, pursuant to the laws of the State of Texas, including Section 51.001 of the Texas Local Government Code, the Commission has the authority to adopt an ordinance that, among other things, is for the good government, peace, or order of Brownsville; and

WHEREAS, the Texas Alcoholic Beverage Code (the "Code") regulates the manufacture, sale, distribution, transportation, and possession of alcoholic beverages by licensed and permitted establishments; and

WHEREAS, the Texas Alcoholic Beverage Commission ("Agency") only regulates and enforces that Code as it applies to licensed and/or permitted establishments; and

WHEREAS, establishments that allow patrons to bring their own alcoholic beverages on the premises ("BYOB") are not licensed or permitted by the Agency and therefore have no regulations imposed on them by the Code; and

WHEREAS, establishments that are licensed or permitted by the Agency are regulated by the Code in a manner designed to prevent them from becoming a nuisance to the surrounding neighborhood, community, and the general public; and

WHEREAS, without similar regulations for unlicensed and/or unpermitted establishments, BYOB establishments can become a nuisance to the surrounding neighborhood, community, and the general public; and

WHEREAS, data collected over a year period shows that calls for service to the Brownsville Police Department ("BPD") generated from known BYOBs in the City are highest during the hours from 12:00 am until 5:00 am, and peak between the hours of 1:00 am to 4:00 am; and

WHEREAS, the calls for service received by the BPD to known BYOBs show the types of nuisance activity that can result from having unregulated establishments where alcohol is consumed on-premises at all hours of the late night and into the early morning; and

WHEREAS, the Commission desires to enact an ordinance which creates a permitting process for BYOBs and imposes restrictions on the hours of operation for said BYOBs to mirror state law restrictions on the hours of consumption of alcohol at licensed or permitted alcohol establishments; and

WHEREAS, the Commission finds that creating a permitting process for BYOBs and imposing restrictions on hours of operation for BYOBs are regulations that are consistent with, ancillary to, not any stricter than, and in harmony with the general scope and purpose of what is imposed on licensed and permitted establishments under the Code, and that the regulations contained in this ordinance do not conflict with the Texas Alcoholic Beverage Code; and

WHEREAS, the Commission finds that the City will incur costs to review, process, and issue BYOB Permits and that establishing a fee is necessary to recover these costs associated with the BYOB Permits; and

WHEREAS, the Commission finds that it is necessary and proper to preserve the good government, peace, order, health, and safety of the City and its residents, visitors, and the general public to adopt an ordinance regulating BYOB establishments; and

WHEREAS, the Commission finds it necessary to amend the Master Fee Schedule codified in Ordinance Number 2022-1673-A, as amended, in order to recover costs incurred by the City in connection with the permitting and services provided herein; and

WHEREAS, the Commission finds that it is in the public interest to amend the Master Fee Schedule in order to promote the fiscal sustainability of the City; and

WHEREAS, the meeting of the Commission at which this Ordinance was passed was open to the public, and notice of the time, place, and purpose of said meeting was given as required by law, all in accordance with the requirements of the Texas Open Meetings Act.

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

SECTION 1: The Commission officially finds and declares that the facts and recitations set forth in the preamble to this ordinance are true and correct.

SECTION 2: Chapter 22 – Businesses of the City's Code of Ordinances is hereby supplemented by the addition of Article XIV to read as follows:

CHAPTER 22 – BUSINESSES, ARTICLE XIV – ESTABLISHMENTS NOT LICENSED BY THE TEXAS ALCOHOLIC BEVERAGE COMMISSION

DIVISION 1. GENERALLY

Sec. 22-659. Purpose.

The purpose of this chapter is to regulate commercial establishments not licensed or permitted by the Texas Alcoholic Beverage Commission (TABC) that allow patrons to bring their own alcoholic beverages onto the premises for consumption. This practice is commonly referred to as "BYOB", an initialism standing for "bring your own bottle."

Sec. 22-660. Definitions.

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alcoholic Beverage has the meaning assigned by the Texas Alcoholic Beverage Code.

Applicant means owner or operator of the BYOB establishment.

BYOB establishment means an establishment to which this article applies, as described in section 22-661 (Applicability).

Criminal offenses having the meanings assigned to them as defined in the Texas Penal Code.

Department means the Planning and Redevelopment Services Department of the City of Brownsville.

Director means the director of the Planning and Redevelopment Services Department of the City of Brownsville, or the director's designees.

Hearing officer means an individual designated by the director to conduct administrative appeal hearings.

Inspection means the annual or any subsequent on-site assessment by officers of the Brownsville Police Department of the physical, operational, and on-site measures in effect on the property to comply with the minimum requirements in section 22-678.

Operator means the manager or other natural person principally in charge who will be physically present at the establishment during operating hours.

Owner means the person or persons who are the principal owners of the BYOB establishment.

Photo identification means any current driver's license or state identification certificate issued by a state or territory of the United States; passports, driver's license from foreign countries; or United States military identification card.

Police official means the chief of police or the chief's designees.

Premises means the grounds and all buildings and appurtenances pertaining to the grounds, including any adjacent premises if they are directly or indirectly under the control of the owner.

Sec. 22-661. Applicability.

(a) Except as provided in subsection (b), this article applies to an establishment that:

(1) Is not licensed or permitted by the TABC;

(2) Is open to the public; and

(3) Allows patrons to bring alcoholic beverages onto the premises for possession and consumption.

(b) This chapter does not apply to:

(1) A residence;

(2) A fraternal or veteran's organization, as defined by the Texas Alcoholic Beverage Code;

(3) A university or college providing a degree program;

(4) A church, as defined in the Unified Development Code of the City of Brownsville, Section 4.4.3 – Religious Assembly or Institution;

(5) A bingo facility licensed under chapter 2001 of the Texas Occupations Code;

(6) A banquet hall; or

(7) A theater that accommodates more than 100 persons.

DIVISION 2. PERMITS

Sec. 22-662. Permit required.

(a) It shall be unlawful for any person to operate a BYOB establishment in the city who has not obtained a permit issued by the department as required by this section.

(b) An owner must obtain a separate permit for each BYOB establishment location.

Sec. 22-663. Permit application.

(a) An applicant shall apply for a BYOB permit annually. Application forms shall be supplied by the director. The applicant shall be required to give the following information on the application form:

(1) The name, street address (and mailing address if different), email address, personal telephone number, and photo identification of each owner and operator;

(2) The name under which the BYOB establishment is to be operated;

(3) The nature and extent of each owner's interest in the BYOB establishment;

(4) The address and telephone number of the BYOB establishment. The use of a public or private post office box or other similar address shall not be sufficient for the purposes of complying with this subsection;

(5) If the BYOB establishment is in operation, the date on which the current owner acquired the BYOB establishment for which the permit is sought;

(6) If the BYOB establishment is not in operation, the expected start-up date;

(7) For each owner and operator, fingerprints and a national criminal history check required by section 22-664;

(8) The registration certificate or assumed name certificate of the BYOB establishment from the Secretary of State, or the registration of assumed name filed in the office of the Cameron County Clerk;

(9) A copy of the BYOB establishment's certificate of occupancy;

(10) Scaled drawings of the premises, including:

a. A site plan;

b. The floor plan of each building; and

c. A designation of the areas where consumption of alcohol is to be allowed;

(11) A security plan that meets or exceeds the minimum standards established by this chapter, as determined by the police official; and

(12) A copy of the lease agreement where the BYOB establishment will be operating, or proof of ownership of the property, if applicable.

(b) All BYOB establishments in operation before the enactment of this ordinance shall comply with this chapter before continuing operations.

(c) The annual permit and inspection fee stated in the master fee schedule shall be payable upon the submission of the application and shall be nonrefundable.

Sec. 22-664. Criminal history check.

Upon submitting an application for a permit under this article, the applicant, and any owners and operators, shall provide to the director, a national criminal history check on each applicant, owner, or operator, to ensure compliance with this chapter. This provision shall not be construed to preclude the director from obtaining interim reports at the expense of the city.

As provided in this Code, the permit application for a BYOB establishment may be denied or revoked at the time of initial application or for any renewal in accordance with section 22-670 if the owner or operator has been convicted of a criminal offense listed in section 22-665(c)(2)(a-g).

Sec. 22-665. Permit approval.

(a) The director shall approve a permit application if the director determines that the applicant and the proposed BYOB establishment meet the requirements of this chapter.

(b) The director shall deny a permit application if the director determines that:

(1) The applicant is under the age of 21 years;

(2) The BYOB establishment as proposed would not comply with this chapter;

(3) Any owner or operator had a permit required by this chapter that was revoked within the preceding 12-month period; or

(4) The applicant had a TABC permit that was involuntarily cancelled or suspended within the preceding 12-month period.

(c) The director shall deny a permit application if the director determines that:

(1) The applicant provided incorrect or incomplete information on the application; or

(2) The owner or operator of the BYOB establishment has been convicted of one of the following criminal offenses:

a. Any offense involving fraud or misrepresentation;

b. Any offense involving bribery or perjury;

c. Any offense involving violence to any person except for conduct that is classified as no greater than a class C misdemeanor under the laws of Texas;

d. Any felony conviction for any violation of any state or federal laws regulating firearms;

e. Any violation of the Texas liquor laws;

f. Any offense involving prostitution or aiding, abetting, or promotion of prostitution; or

g. Any violation of the Texas Controlled Substances Act or other state or federal law regulating drugs that permits punishment of confinement for one year or more upon conviction for such violation.

The above listed offenses shall be grounds for denial, revocation, or refusal for renewal of BYOB establishment permits, as these authorized permits allow persons to engage in businesses and occupations in which there is a high degree of personal contact with and danger to the public and a serious need to protect the members of the public patronizing BYOB establishments from the type of criminal conduct represented by such offenses.

(d) The director shall give written notice of a denial of an application to the applicant.

(e) An applicant may appeal a denial of a permit application to the director in accordance with section 22-671.

Sec. 22-666. Permit not transferable.

A permit issued under this chapter is not transferable to another person. Any change in ownership of a BYOB establishment, including, but not limited to, the sale of the BYOB establishment or any ownership interest therein, shall require the purchaser or transferee to submit a permit application in accordance with section 22-663.

Sec. 22-667. Permit not a right.

A permit issued under this chapter is a grant of privilege and is not a property right.

Sec. 22-668. Permit expiration, renewal.

(a) A permit issued under this chapter expires one year after the date it is first issued.

(b) The owner shall file an application for permit renewal not sooner than the 90th day and not later than the 20th day before the permit expires. An application that is not filed within the described time period is a new application.

Sec. 22-669. Requirement to supplement information.

While a permit application is pending or a permit is in effect, an owner shall immediately supplement the information provided to the director in the permit application if the information is or becomes inaccurate, incomplete, or misleading.

Sec. 22-670. Permit revocation.

(a) The director shall revoke a permit issued under this chapter if the director determines that:

(1) The owner or operator of the BYOB establishment has been convicted of violating any of the provisions of this article on two or more occasions within the term of the permit or has been convicted of violating any provisions of this article within the 24-month period immediately preceding the date of application for a BYOB establishment permit;

(2) The BYOB establishment does not comply with any applicable provisions of this article;

(3) The owner does not qualify for a permit under this article as stated in section 22-665; or

(4) The permit was obtained or issued as a result of error.

(b) The director shall revoke a permit issued under this article if the director determines that the BYOB establishment violated section 22-684 of this article.

(c) Before revoking a permit, the director shall provide the owner with written notice in conformity with section 22-672 of the pending permit revocation. The written notice shall include:

(1) The reason the permit is subject to revocation;

(2) The date on which the permit is scheduled to be revoked; and

(3) A statement that the permit will be revoked on the scheduled date unless the owner files a written request for a hearing with the director not later than the 10th business day after the date listed on the written notice of revocation.

(d) A permit revocation becomes effective on expiration of the time period prescribed by the notice if the owner does not file a written request for a hearing with the director not later than the 10th business day after the date listed on the written notice of revocation.

(e) If the owner timely files a hearing request:

(1) The director shall comply with the appeal process set forth in section 22-671; and

(2) The revocation is stayed pending the outcome of the hearing.

(f) The director shall give written notice in conformity with section 22-672 to the owner of a decision to revoke the permit or a revocation that becomes effective under subsection (c).

(g) A BYOB establishment whose permit has been revoked pursuant to items (1) and (2) of subsection (a) and subsection (b) of section 22-670 of this Code shall be required to wait a period of one year from the date the revocation became final before becoming eligible to reapply for a BYOB permit.

Sec. 22-671. Appeal.

(a) *Request for appeal.* An applicant may appeal a denial of the application for or renewal of a permit or the revocation of a permit within 10 business days after the date listed on the written notice by submitting a written request for an appeal to the director. If the applicant does not request a hearing within ten business days, the denial is effective and final on the eleventh business day after the date of the director's notice of denial.

(b) *Conduct of hearing, rules, and procedures.* An appeal hearing shall be conducted on a single weekday within 20 business days after the director receives a request for appeal and shall last no longer than eight hours. Further, an appeal hearing shall be informal and conducted under rules established by the director consistent with the informal nature of the proceedings; provided, however, the following rules shall apply to all appeal hearings conducted under this section:

(1) All parties shall have the right to representation by an attorney licensed to

practice in Texas, though an attorney is not required;

(2) Each party may present witnesses in his own behalf;

(3) Each party shall have the right to cross-examine all witnesses; and

(4) The hearing officer shall consider only the evidence presented at the appeal hearing in rendering a final decision.

(c) *Authority of hearing officer.* The hearing officer may affirm or reverse a denial or revocation under this article. The hearing officer shall affirm a denial or revocation if he determines by a preponderance of the evidence that grounds exist for the denial or revocation, respectively. The decision of the hearing official is final.

(d) *Notice of decision.* The hearing official shall give written notice of the decision to the applicant and the reasons therefor. The notice shall be provided by certified mail, return receipt requested, as soon after the conclusion of the hearing as practicable, but not more than 30 business days thereafter.

Sec. 22-672. Notices.

(a) Any notice required or permitted to be given by the director or any other city office, division, department or other agency under this article to any applicant may be given either by electronic mail, or first-class United States mail, addressed to the most recent address as specified in the application for the permit most recently received by the director, or any notice of address change most recently received by the director.

(b) Any notice required or permitted to be given to the director by any person under this article shall not be deemed given until and unless it is received in the office of the director.

(c) It shall be the duty of each owner who is designated on the permit application and each operator to furnish notice to the director in writing of any change of mailing address.

Sec. 22-673. Permit posting and sign required.

(a) After a BYOB establishment complies with the provisions of this section, the director will provide to the BYOB establishment a permit which shall be displayed in such a manner that it is conspicuous to patrons of the BYOB establishment.

(b) Each entrance to a BYOB establishment shall be marked with a sign that:

(1) States "BYOB ESTABLISHMENT" in four inch or larger block letters; and

(2) Is legible and visible at all times from a distance of 25 feet.

(c) Any signage required by this section shall be in conformance with Uniform Development Code.

Sec. 22-674. Public place.

A BYOB establishment is a public place.

DIVISION 3. MINIMUM REQUIREMENTS FOR BYOB ESTABLISHMENTS

Sec. 22-675. Operator required on premises.

The owner shall ensure that the operator is continuously on the premises during the hours of operation. The owner may serve as the operator.

Sec. 22-676. Minimum age for admittance and employment.

(a) The owner, the operator, or an employee of a BYOB establishment may not allow a person under the age of 18 years on the premises.

(b) The owner, the operator, or an employee of a BYOB establishment may not allow a person under the age of 21 years to consume alcohol on the premises.

(c) The owner or operator of a BYOB establishment that the city determines to also be a sexually oriented business under this Code may not employ or allow persons under the age of 21 years at a BYOB establishment.

Sec. 22-677. Security plan implementation.

(a) A person may not operate a BYOB establishment without an approved security plan.

(b) The owner shall provide security for the BYOB establishment in accordance with the security plan.

Sec. 22-678. Minimum security requirements.

All BYOB establishments shall comply with the following minimum- security requirements:

(1) Hand wand or walkthrough metal detectors shall be utilized on all persons entering the BYOB establishment;

(2) The exterior portion of the premises, including parking areas, shall be well lit during business hours;

(3) The BYOB establishment shall provide for at least one security officer per 100 patrons. Security officers must have at least a Level II commissioned security guard license; and

(4) All BYOB establishments shall post signs in compliance with Texas Penal Code Sections 30.06 and 30.07 stating that it is a trespass to have a concealed handgun or to open carry on the premises.

Sec. 22-679. Doors to remain unlocked.

During the hours of operation, a person may not lock or obstruct:

(1) An exterior entrance door that is designated or available for use by patrons; or

(2) An interior door that provides access to a portion of the premises that is designated or available for use by patrons.

Sec. 22-680. Trespass affidavit.

The owner of a BYOB establishment shall execute a trespass affidavit as promulgated by the police department in order to enforce all applicable trespass laws on the owner's behalf at such property. A true and correct copy of the trespass affidavit shall be posted at the BYOB establishment at all times in a conspicuous place accessible at all times to the public.

Sec. 22-681. Annual compliance inspection.

(a) Before a BYOB establishment has been permitted pursuant to section 22-665, the owner shall schedule an inspection with the police official to determine the establishment's compliance with the minimum requirements established in this article. Each owner shall pay a nonrefundable inspection fee stated for this provision in the City's Master Fee Schedule for the inspection services described in this section as provided in section 22-663(b). In consideration of such fee the applicant shall be entitled to the original inspection and one reinspection for deficiencies, if required. An additional fee is hereby imposed and shall be collected for the second and each subsequent reinspection required due to deficiencies as provided in the city fee schedule. The fee shall be paid to the department prior to the commencement of the inspection.

(b) During the inspection the police official shall identify any violations of section 22-678 and provide an action plan specifying the measures to be implemented at the property to bring it into compliance with section 22-678.

(c) The owner of the BYOB establishment must within 60 days after the inspection either cure the violations or demonstrate to the police official that the finding of non-compliance was incorrect. If, after the 60-day period has elapsed, the police official determines that the establishment has failed to cure the violation, the commercial establishment will be subject to a penalty as set forth in section 22-688.

Sec. 22-682. Consent to inspection.

(a) By accepting a permit under this chapter, the owner consents that the director, the director's representative, law enforcement personnel, code enforcement personnel, and other on-duty governmental personnel may enter the premises during business hours or when scheduled in advance with the owner, to investigate or inspect the premises to determine compliance with this chapter.

(b) The owner, the operator, or an employee shall provide the director, the director's representative, law enforcement personnel, code enforcement personnel, and other on-duty governmental personnel with immediate access to all portions of the premises. If the BYOB establishment is occupied, the police official and other governmental employees must present credentials to the owner or other person having charge or control of the commercial

establishment and request entry.

(c) If the owner or other person having charge or control of the BYOB establishment refuses the police official's request to enter the premises to inspect or perform the duties imposed by this article or to inspect or review records relating to compliance with this article, the police official shall have recourse to the remedies provided by law to secure entry.

Sec. 22-683. Parking area restrictions.

(a) The owner, the operator, or an employee may not allow persons to loiter in a parking area.

(b) The owner, the operator, or an employee may not allow persons to consume an alcoholic beverage in a parking area.

(c) The owner shall post signs in each parking area stating that the consumption of an alcoholic beverage is prohibited.

Sec. 22-684. Sale of alcoholic beverages prohibited.

A person may not sell an alcoholic beverage at a BYOB establishment.

Sec. 22-685. Consumption and purchase of alcohol by owner prohibited.

The owner, operator, employee, or agent of a BYOB establishment may not:

(1) Consume an alcoholic beverage while on duty;

(2) Purchase or otherwise acquire an alcoholic beverage for a patron; or

(3) Give an alcoholic beverage to a patron.

Sec. 22-686. Hours of operation.

(a) A BYOB establishment shall close between 2:15 a.m. and 7:00 a.m. each day except Sunday, and between 2:15 a.m. and noon on Sunday. A patron who is on the premises at 2:00 a.m. may remain until not later than 2:15 a.m.

(b) A person may not consume an alcoholic beverage on the premises of a BYOB establishment between 2:15 a.m. and 7:00 a.m. each day except Sunday, or between 2:15 a.m. and noon on Sunday.

Sec. 22-687. Compliance with other laws.

The owner, an operator, an agent, or an employee of a BYOB establishment shall comply with all applicable local and state laws relating to the operation of the BYOB establishment. The application and issuance of a BYOB permit does not exempt the owner and operator from applying for and obtaining other permits required for the business.

Sec. 22-688. Violation.

(a) Any failure to comply with any applicable provision of this article shall be an offense punishable as provided in section 1-13 of this Code. Each hour or portion thereof in which any violation shall occur shall constitute a separate offense.

(b) The procedures set forth in this article are cumulative of all other remedies available to the city relating to the subject matter hereof. Specifically, the city attorney may institute any legal action to enforce this ordinance or enjoin or otherwise cause the abatement of any condition described in this article, as well as for the recovery of all expenses incurred in connection therewith, including without limitation administrative and legal expenses, attorney's fees, and costs, and for civil penalties as provided by law.

SECTION 3: AMENDMENT TO MASTER FEE SCHEDULE: That Ordinance No. 2022-1673-A, is hereby amended by adding the following fees to the Master Fee Schedule:

$100.00:	BYOB Permit Fee
$ $466.00:	BYOB Inspection Fee
$ 350.00:	BYOB Reinspection Fee

SECTION 4: Should any paragraph, sentence, clause, phrase, or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole or any part or provision thereof.

SECTION 5: In the event of a conflict between this ordinance and all other ordinances of the City of Irving, this ordinance shall control and supersede such other ordinances and the conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 6: This meeting of the Commission at which this Ordinance was passed was open to the public, and notice of the time, place, and purpose of said meeting was given as required by law, all in accordance with the requirements of the Texas Open Meetings Act.

SECTION 7: This ordinance shall take effect December 5, 2023, and shall be published in accordance with the provisions of the Texas Local Government Code and the Brownsville City Charter.

INTRODUCED at a **PUBLIC HEARING** and **APPORVED** at the **FIRST READING** on November 14, 2023.

ADOPTED, APPOVED, and **ENACTED** at a **SECOND** and **FINAL READING** on December 5, 2023.

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____

Yolanda G. Gomez
City Secretary

APPROVED AS TO FORM AND LEGALITY:

_____

Will Trevino
City Attorney

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Helen Ramirez, City Manager
Date:	Tuesday, December 5, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-132**, to appoint or reappoint four (4) members to the Brownsville Community Improvement Corporation (BCIC) Board of Directors to fill existing vacancies. (City Managers Office)

Summary:

There are four upcoming board vacancies on the Brownsville Community Improvement Corporation (BCIC) Board. Additionally, Commissioner Linda Macias is resigning from the BCIC Board a month early and must appoint a member to the remainder of the unexpired term and to a full term. With Commissioner Macias resigning, the next district to nominate an individual for an appointment to this position will be Commissioner Linda Macias, District "2". Commissioner Linda Macias was Commissioner Tetreau's (District 2) appointment to the BCIC board.

Mayor Cowen, Commissioner De los Santos, and Commissioner Cardenas must appoint other board vacancies for the Mayor's office, District 3 and District 4, respectively.

	Unexpired Term		**Full Term**	
District	Term Start	Term End	Term Start	Term End
Mayor			January 1, 2024	December 31, 2026
District 2	December 6, 2023	December 31, 2023	January 1, 2024	December 31, 2026
District 3			January 1, 2024	December 31, 2026
District 4			January 1, 2024	December 31, 2026

BCIC Board of Directors' purpose is to oversee the 501(c)3 non-profit corporation as established in accordance with the Texas Development Corporation Act of 1979.

The City Commission must appoint each Board member to a two (2) year term. No director shall

serve more than four (4) terms of two (2) years. The term for all directors of the corporation shall commence on January 1st of the first year of appointment, and end on December 31st of the last year of appointment and shall serve without compensation.

Project Scope and Analysis:
To appoint or reappoint four (4) members to BCIC Board of Directors.

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends making the appointment to fill four vacancies.

Commission Pillar:
Economic Development Pillar
Planning, Zoning, and Development Pillar
Governance Pillar

Attachments:
1. RESOLUTION NUMBER 2023-132 (BCIC)
2. Board Template-BCIC

RESOLUTION NUMBER 2023-132

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION (BCIC).

WHEREAS, the Brownsville Community Improvement Corporation (BCIC) Board of Directors purpose is to oversee the 501(c)3, non-profit corporation as established in accordance with the Texas Development Corporation Act of 1979; and

WHEREAS, BCIC provides financial assistance towards projects that foster economic development related to community development, quality of life projects, small business development, entrepreneurship, and job creation; and

WHEREAS, the City Commission shall appoint each Board member, two (2) year term, no director shall serve more than four (4) terms of two (2) years. The term of all directors of the corporation shall commence on January 1 of the first year of appointment, and end on December 31 of the last year of appointment and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve expired or un-expired terms on the Brownsville Community Improvement Corporation (BCIC) Board of Directors.

NAME	EXPIRED/UNEXPIRED	TERM ENDING

PASSED and **APPROVED** on this 5th day of December 2023.

City of Brownsville

_____

John Cowen, Jr.
Mayor

ATTEST:

_____

Yolanda (Yoli) Galarza-Gomez, TRMC
City Secretary

Ordinance Number:	Board Name:	Meeting Date:
The Articles of Incorporation were adopted by the City Commission on April 23, 2002.	Brownsville Community Improvement Corporation (BCIC)	As needed
Composition: Seven (7) Board of Directors	**Term of Office:** Two (2) Year Term, no director shall serve more than four (4) terms of two (2) years	

Present Board Members (List in District Order)	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N) Or Resigned ?	Appointed by/Appointment to be made by	TOMA/PIR certified?	Serving on Other City Boards Or Other Qualification(s)/ Notes
Murad Abusalim	3	1st	12/14/21	12/31/23	Y	Y	Mayor (At-Large)		
Zoraima A. Diaz	4	2nd	12/13/22	12/30/24	Y	Y	Commissioner At-Large "A"		
Mark Horowitz	3	2nd	12/13/22	12/30/24	Y	Y	Commissioner At-Large "B"		
Jill Dominguez	3	2nd	12/13/22	12/30/24	Y	Y	Commissioner District 1		
Linda Macias	2	1st	12/14/21	12/31/23	Y	N	Commissioner District 2		District 2 City Commissioner
Traci Wickett	4	2nd	12/14/21	12/31/23	Y	Y	Commissioner District 3		
Cesar Lopez	3	2nd	12/14/21	12/31/23	Y	Y	Commissioner District 4		

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS -

Applicants (List in District Order)	Residing District	Serving on Other City Boards Or Other Qualification(s)/ Notes	Eligible for Re-Appt (Y/N)	Willing to be re-appointed?	Areas of Interest
Traci Wickett	4		Y	Y	
Murad Abusalim	3		Y	Y	
Cesar Lopez	3		Y	Y	

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Juan Guerra, Director of Library Services
Date:	Tuesday, December 5, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-118** to appoint three (3) members to the Brownsville Public Library System Advisory Board. (Library)

Summary:
The Brownsville Public Library System Advisory Board consists of seven (7) members. There are currently three (3) open positions, two positions due to their terms expiring and one due to a resignation. The enacting resolution for the board requires that board members be appointed by the City Commission and shall serve a two (2) year term without compensation. Currently, the members are serving 1, 2, or 3-year terms to create staggering terms. New appointments from here on out will be for a two-year term to maintain the staggering. Although appointments may be cut short by a few days, it is recommended to start appointments on January 1st and expire on December 31st to align with the City's board policies. Additionally, Commissioner Linda Macias, District 2, is recommended to appoint someone to an unexpired term and a full term to commence on January 1, 2024. It has been difficult to reach a quorum and this will allow staff to hold a meeting in December.

	Unexpired Term		**Full Term**	
District	Term Start	Term Expire	Term Start	Term Expire
Mayor			January 1, 2024	December 31, 2026
District 2	December 6, 2023	December 31, 2023	January 1, 2024	December 31, 2026
District 4			January 1, 2024	December 31, 2026

Board Placements within the next 5 years:

	Current Term		**New Term at Next Appointment**	
District	Term Start	Term Expire	Term Start	Term Expire

Mayor	*Please refer to table above*		January 1, 2027	December 31, 2029
District "A"	December 14, 2021	January 21, 2025	January 1, 2025	December 31, 2027
District "B"	December 13, 2022	January 31, 2026	January 1, 2026	December 31, 2028
District 1	February 7, 2023	January 31, 2026	January 1, 2026	December 31, 2028
District 2	*Please refer to table above*		January 1, 2027	December 31, 2029
District 3	December 14, 2021	January 31, 2025	January 1, 2025	December 31, 2027
District 4	*Please refer to table above*		January 1, 2027	December 31, 2029

Project Scope and Analysis:
To appoint three (3) members to the Brownsville Public Library System Advisory Board.

Funding:

Source: Not Applicable
Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends filling two vacancies for a full term each and one vacancy to the remainder of an unexpired term.

Staff has verified that Alisha Hernandez is seeking to be re-appointed. Cynthia Lizardi will not be seeking reappointment at this time.

Commission Pillar:
Governance Pillar

Attachments:
1. Resolution 2023-118
2. Board Template-Library - Dec 2023

RESOLUTION NUMBER 2023-118

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BROWNSVILLE PUBLIC LIBRARY SYSTEM ADVISORY BOARD.

WHEREAS, the Brownsville City Charter establishes the Brownsville Public Library System Advisory Board, City of Brownsville Code of Ordinances Chapter 62 Section 62-26; and

WHEREAS, the Brownsville Public Library System Advisory Board is designated to serve as the Brownsville Public Library System advising board.

WHEREAS, each Board member shall be appointed by the City Commission, and shall serve a two (2) year term eligible for re-appointment, and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Brownsville Public Library Advisory Board.

NAME	EXPIRED/UN-EXPIRED	TERM ENDING

PASSED and **APPROVED** on this _____ day of _____, _____.

City of Brownsville

_____
John Cowen
Mayor

ATTEST:

_____
Yolanda Galarza
City Secretary

Approved as to legality and form.
this _____ day of _____, _____

_____
Office of the City Attorney

Ordinance Number:	Board Name:	Meeting Date:
2020-1245-C	Brownsville Public Library System Advisory Board	2nd Monday of Each Month at 5:30pm
Composition: Seven (7) Board of Directors	**Term of Office:** Two (2) Year Term, no limit on how many terms members can serve	

Present Board Members (List in District Order)	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N) Or Resigned?	Appointed by/Appointment to be made by	TOMA/PIR certified?	Serving on Other City Boards Or Other Qualification(s)/ Notes
Cynthia Lizardi Burlette	3	1st	12/14/2021	01/31/2024	Y	N	Mayor	TOMA	
Christopher D. Pineda	3	1st	12/14/2021	01/31/2025	Y	Y	Commissioner At-Large "A"	TOMA	
Bertha A. Peña	3	1st	12/13/2022	01/31/2026	Y	Y	Commissioner At-Large "B"	TOMA	
Nora I. Garza	2	1st	02/07/2023	01/31/2026	Y	Y	Commissioner District 1	TOMA	
Rubi Gonzalez	2	2nd	12/13/2022	01/31/2024	Y	Resigned	Commissioner District 2	TOMA	
George E. Olivo	3	1st	12/14/2021	01/31/2025	Y	Y	Commissioner District 3	TOMA	
Alisha Hernandez	3	1st	12/14/2021	01/31/2024	Y	Y	Commissioner District 4	TOMA	

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS -

Applicants (List in District Order)	Residing District	Serving on Other City Boards Or Other Qualification(s)/ Notes	Eligible for Re-Appt (Y/N)	Willing to be re-appointed?	Areas of Interest
Bertha Lance	1	Legislative chair for the Lower Valley Chapter Society for Human Resource Management; Vice President for Alumni Board Guadalupe Regional Middle School	N/A	N/A	Library
Michael Gossage	2	Gemologist Graduate	N/A	N/A	Public Education, Vocational Learning Opportunities, Public Workshop Opportunities.
Alisha Hernandez	3	Brownsville Public Library System Advisory Board	Y	Y	Library
Corey Snodgrass	3	Member of Toastmasters; Previous University Library Employee	N/A	N/A	Library
Audria L. West	3	Member of Brownsville Homeschool Group and MOPs	N/A	N/A	Library
Claudia Y. Lozano	4	Russell PTA, Boy Scouts and Liaison for VFCU Supervisory Committee.	N/A	N/A	Auditing and Finance