1. AGENDA FOR AUGUST 04, 2020
   Documents:
   
   A-08-04-2020.PDF

2. PACKET 08-04-2020
   Documents:
   
   PACKET 08-04-2020.PDF
NOTICE OF A PUBLIC MEETING OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE

TELECONFERENCE OPEN MEETING

Pursuant to Chapter 551, Title 5, Section 551.041, of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City Commission of the City of Brownsville will conduct a Regular Meeting on Tuesday, August 04, 2020, at 5:00 P.M. via Zoom Teleconference Meeting by logging on at:

https://us02web.zoom.us/j/88208976875?pwd=MndUcGlHd0F4a2d4L3lrOFV4Vi9Rdz09

Passcode: 219635

This Notice and Meeting Agenda, are posted online at: http://www.cob.us/AgendaCenter

The members of the public wishing to participate in the meeting hosted through Zoom Teleconference can join at the following numbers:

Or iPhone one-tap:

US: +13462487799, 88208976875# or +16699006833,, 88208976875#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592

Webinar ID: 882 0897 6875

International numbers available: https://us02web.zoom.us/u/kgDPyNoCs

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.

a) ROLL CALL

CALL TO ORDER

b) INVOCATION
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) Hurricane Hanna Report. (City Manager's Department)
2) Presentation on proposed Fiscal Year 2021 budget. (Financial Services)
3) Discussion regarding the City of Brownsville response to the urgent public necessity concerning COVID-19, otherwise known as Coronavirus, including but not limited to:
   a. Continuity Plan Update: City staffing, facilities and services, including actions and continuity of such operations;
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4) Presentation on International Boundary Water Commission (IBWC) Updates. (City Manager's Office)

CONSENT AGENDA ITEM(S)

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3) Consideration and ACTION to extend the existing CyberSecurity software support contract for a one-year term effective August 20, 2020 - August 19, 2021, with Netsync Network Solutions of Houston, Texas. (Enterprise Applications)

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6) Consideration and ACTION to award a renewal term contract for the purchase and delivery of Concrete Materials for the City of Brownsville, BID #PDC-50-0718, including Magic Valley Concrete, LLC and G&T Paving, LLC. (Engineering & Public Works Department)

7) Consideration and ACTION to approve Resolution Number 2020-042, amending Resolution Number 2017-030, and authorizing the execution of an Advance Funding Agreement (AFA) between the City of Brownsville and the Texas Department of Transportation (TxDOT) regarding the Southmost Nature Trail Phase II Project, Manzano Street to La Posada Drive. (Multimodal Transportation - Mobility)

8) Consideration and ACTION to authorize three (3) billboard agreements in the amount of $59,181, with Lamar Advertising Company, LAC-58-0820. (Communications and Marketing Department)

9) Consideration and ACTION to approve Resolution Number 2020-075 requesting that the Texas Department of Transportation (TxDOT) continue to include the East Loop Project in the 2021 Unified Transportation Program (UTP), fully funding it for construction and add it to the State Highway System. (Multimodal Transportation - Mobility).

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11) APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2020-007, to amend the Zoning Map from Dwelling “Z” (DZ) to Light Commercial (C-1) for Lots 14 and 15, Block 103, Olmito Original Townsite, Cameron County, Texas, located at 7475 South Frontage Road, Brownsville, Texas 78575, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

12) APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2020-009, to amend the Zoning Map from Dwelling “A” (DA) to Dwelling “G” (DG) a 0.17 acre Tract out of the Northwest corner of a certain 0.73 acre tract of the “Map of Subdivision of West part of Acreage Blocks Numbers 3 and 8, in the City of Brownsville, Texas”, located at 624 Browne Street, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

13) APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2020-013, to amend Zoning Map from Dwelling “G” (DG)/ Light Commercial (C-1) to Apartment (A) for 3.851 acres of land, more or less, comprised of all of Lot 5 and a portion of Lot 6, Block FF, Brownsville Land and Improvement Company Subdivision, Cameron County, Texas, located on Media Luna Road, Brownsville, Texas 78520, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)
14) **APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2020-014**, to amend the Zoning Map from Dwelling “A” (DA) to Dwelling “G” (DG) for Lot 23, Block 1, Colonia Acacia Subdivision, Cameron County, Texas, located at 3135 Palo Blanco Street, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

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16) **APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2020-016-S**, to amend the Zoning Map for a Specific Use Permit zoning to allow an event center in Light Commercial (C-1) for 1.18 acres, more or less, out of Blocks 29 and 29A, Los Ebanos Properties Subdivision, Cameron County, Texas, located at 813 Paredes Line Road, Brownsville, Texas 78521, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

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**PUBLIC HEARING(S)**

1) **Public Hearing and ACTION on FIRST READING on Ordinance Number 2020-1669**, approving a negotiated resolution between the City of Brownsville and Texas Gas Service (“TGS” or “The Company”) regarding the Company’s April 30, 2020, Cost of Service Adjustment (“COSA”) filing declaring existing rates to be unreasonable; adopting new tariffs that reflect rate adjustment consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; providing for the recovery of the City’s and TGS’ reasonable and necessary rate case expenses; adopting a savings clause; determining that this ordinance was passed in accordance with the requirements of the Texas Open meetings Act; declaring an effective date; repealing any prior ordinances inconsistent with this ordinance and requiring delivery of this ordinance to the Company’s and the City’s Legal Counsel. (City Manager’s Office).

**ITEMS FOR INDIVIDUAL CONSIDERATION(S)**

1) **Consideration and ACTION to approve a Memorandum of Understanding between the Housing Authority and the City of Brownsville regarding a joint application for a Choice Neighborhoods Planning Grant. (City Manager's Office)**
2) Consideration and ACTION on the Tenth Amended Declaration of Local Disaster for Public Health Emergency. (City Manager's Office)

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By: Trey Mendez  
Mayor of the City of Brownsville

I certify that a copy of the **August 4, 2020**, Agenda of items to be considered by the Brownsville City Commission was posted on the Bulletin Area at City Hall – Federal Building, on July 31, 2020. I further certify that the Agenda was posted on the City’s website and can be downloaded by accessing: http://www.cob.us/AgendaCenter

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By: Trey Mendez  
Mayor of the City of Brownsville

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Griselda Rosas, Interim City Secretary
To: Mayor and City Commission
Through: Noel Bernal, City Manager

From: 

Date: Tuesday, August 4, 2020
Agenda #: Hurricane Hanna Report. (City Manager's Department)

Summary:

Project Scope and Analysis:

Funding:
   Source:
   Amount:
   Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Choose an Option

Attachments:
None
To: Mayor and City Commission
Through: Noel Bernal, City Manager

From:

Date: Tuesday, August 4, 2020
Agenda #: Presentation on proposed Fiscal Year 2021 budget. (Financial Services)

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Summary:
Presentation on proposed Fiscal Year 2021 budget.

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Source: 
Amount: 
Local Contribution if Applicable: 

Recommendation:

Commission Pillar:
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Attachments:
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Date: Tuesday, August 4, 2020

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   Source:
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Commission Pillar:
Choose an Option

Attachments:
None
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: 
Date: Tuesday, August 4, 2020
Agenda #: Presentation on International Boundary Water Commission (IBWC) Updates. (City Manager's Office)

Summary:

Project Scope and Analysis:

Funding:
Source:
Amount:
Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Choose an Option

Attachments:
None
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Griselda Rosas, Interim City Secretary
Date: Tuesday, August 4, 2020
Agenda #: Minutes of April 1, 2020

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:
Approve as presented

Commission Pillar:
Governance Pillar

Attachments:
1. M-04-01-2020
MINUTES of a Special Meeting of the City Commission of the City of Brownsville, Texas, held on Wednesday, April 1, 2020, at 5:30 P.M., with the following members present via Zoom Teleconference Meeting by logging on at: https://zoom.us/j/621840529
Meeting Number: 621 840 529

TREY MENDEZ Mayor

COMMISSIONERS

JOHN F. COWEN, JR. At Large “A”
ROSE GOWEN At-Large “B”
NURITH GALONSKY PIZANA District 1
JESSICA TETREAU District 2
JOEL MUNGUIA District 3
BEN NEECE District 4

NOEL BERNAL CITY MANAGER

HELEN RAMIREZ DEPUTY CITY MANAGER

BRYANT WALKER ASSISTANT CITY MANAGER

RENE DE COSS CITY ATTORNEY

GRISELDA ROSAS INTERIM CITY SECRETARY

ABSENT ELIZABETH WALKER – Assistant City Manager

CALL TO ORDER

a) Roll Call

A quorum being present, Ms. Griselda Rosas, Interim 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 March 27, 2020.

PUBLIC COMMENT PERIOD

Mr. Jesus Salinas registered for Public Comment, whom chose not to address the Commission, but did request that his opinion be registered for the record.

1. Discussion regarding the City of Brownsville response to the urgent public necessity concerning COVID-19, otherwise known as Coronavirus, including but not limited to:

a. Continuity Plan Update: City staffing, facilities and services, including actions and continuity of such operations;
At this time, Department Directors provided a brief explanation and updated the Commission of their perspective continuity plans, which had taken in effect on March 17, 2020, when Mayor Trey Mendez declared the Local Disaster for Public Health Emergency, as follow:

Mr. Bryant Walker, Assistant City Manager/Aviation Administrator, briefly informed the Commissioner that as part of the department’s continuity plan, the airport determined which employees were eligible to telework. He further noted that the airport access was limited to the terminals, an increase in custodial sanitation throughout the airport was in place, and passengers were being screened when arriving at the airport.

Mr. Rene De Coss, City Attorney, briefly informed the Commission that the purpose of the continuity plan was to allow the office to continue its operations and legal services to the City of Brownsville through catastrophic events. He further noted that the office had established a succession order and a redundancy in the manner it provides its legal services to ensure that the next person up can always operate and continue with the duties and responsibilities of the office.

Ms. Griselda Rosas, Interim City Secretary, briefly informed the Commission that the department was open to the public with the assistance from other City department staff to.

Mr. Felipe Romero, Director of Communications and Marketing, briefly informed the Commission that his staff was currently teleworking and alternating on call duty weekdays and weekends. He further noted that the department was providing immediate support on distributing urgent and lifesaving communications related to COVID-19.

Mr. Armando Gutierrez, Engineering & Public Works Director, briefly informed the Commission that all services were still in effect, however changes had been made where public contact was involved and the light traffic had been facilitated the street work such as paving, patching, and stripping. He further noted that at the Landfill, citizens were encouraged to remain in their vehicles and transactions were being conducted through the drive thru window.

Mr. Lupe Granado, Finance Director, briefly informed the Commission that the in-office and remote processes had been implemented to achieve the continuation of services. Mr. Granado further noted the following:

- Research and recommendations would be made in light of the macro level functions and impacts of the current event to sales tax, building permits, bridge revenue, property tax, etc.
- Procurement Services has been providing direct assistance to COVID-19 related activities.
- Accounts payables was currently working on a system to approve vendor payments electronically within their ER system assuring timely payments to vendors are being processed
- Working with revenue from other departments and allocating resources from them in order to minimize impact on the city budget.
Ms. Gail Bruciak, Enterprise Applications Director, briefly informed the Commission, it was essential to provide uninterruptable services to the public and continue to maintain the same level of internal and external customer service during the unprecedented pandemic, by providing continual information technology support services and maintaining an infrastructure network and application availability of 99.99% and implementing a telework plan across the departments.

Fire Chief Jarrett Sheldon briefly informed the Commission that the Continuity Plan had been implemented in phases since the beginning of March 19, 2020, when delegation of authority was designated at all divisions. Chief Sheldon further noted that the department was currently implementing plans to eliminate exposure to employees and the community.

Ms. Roxanna Moreno, Internal Services briefly informed the Commission that the call center was operating in a normal capacity. She further noted that the Continuity Plan to telework was in its final stages to become effective April 6, 2020, and Fleet and building maintenance were still conducting normal operations following proper protocol.

Mr. Jerry Hedgecock, Library Director briefly informed the Commission that as part of the Continuity Plan the following had been implemented following projects and strategies:

- Book collection inventory
- Virtual Library Project
- Created a new way for patrons to apply and receive a virtual library card
- Developing a program strategy for children and adults which will be provided via video streaming
- Cross department support – assisting other departments with critical needs

Mr. Mike Sanchez, Municipal Court briefly informed the Commission that the department and drive thru was open to the public and measures were being taken to ensure the safety of the employees.

Ms. Perla Cepeda, Organizational Development & Human Resources Director, briefly informed the Commission that the department had implemented the strategies that are in line with the Continuity Plan.

Damaris McGlone, Parks & Recreation Director briefly informed the Commission that she had accounted for the ten (10) divisions that she oversees and was able to meet the goals in the plan for its essential functions, while most of the in-person services to the public were halted such as events, gyms, parks and playgrounds, leagues, camps and afterschool activities.

Police Chief Felix Saucedo briefly informed the Commission that services will not be suspended but changes have been implemented to protect employees and citizens. The department has been heavily leaning on technology by launching their app.
Rick Vasquez, Planning & Redevelopment Director briefly informed the Commission that the department had personnel in-office working and teleworking with normal business hours.

Dr. Arturo Rodriguez, Public Health briefly informed the Commission that the department had transitioned from normal operations to working within the incident command system. Dr. Rodriguez further noted the following:

- majority of staff were in level one critical mission
- working closely with legal and police departments
- department added a drive thru window at city plaza and inspectors are now able to respond after hours

Mr. Noel Bernal, City Manager briefly informed the Commission that in response to the global COVID-19 pandemic, the City Manager’s Office ensured it’s most important and time critical operations are performed efficiently and with minimal disruption, and explored additional steps to adjust its continuity of operations over the long-term.

b. Financial Update: Emergency Procurement; and

Mr. Lupe Granado, Finance Director briefly updated the Commission of the following:

- total expenditure was $552,563 with $414,442 eligible for FEMA reimbursement
- the majority was being spent on personnel overtime from Police and Fire
- other areas of expenses were on supplies, lease costs, contract costs, and use of equipment The emergency procurement expense is at $78,230 with the majority spent on masks
- the city was currently paying the uninsured tests kits at a cost of $110 per citizen

Mr. Shawn Schroeder, Assistant Airport Director briefly updated the Commission with the following:

- emphasized only ticketed passengers were allowed in the terminal
- increase of security, custodial and disinfecting has been taken in effect at the airport
- rental car companies have limited counter hours and the restaurant closed on April 6, 2020

Ms. Norma Zamora, Multimodal Transportation Director briefly updated the Commission of the following:

- there has been a decrease in passengers compare to last year, majority of trips are mostly medical or work related
- City of Brownsville/B-Metro had been eligible for the Federal Emergency Relief Legislation funding of $25 billion in funds, which had been made available to transit 5307 recipients and other COVID-19 related issues
c. Drive-thru collections/testing site update

Dr. Arturo Rodriguez, Public Health Director and Ms. Odie Leal, Emergency Management Administrator briefly updated the Commission of the testing site as follow:

- currently 338 patients had been tested with 191 insured and 147 uninsured
- three people had tested positive and 335 negative
- the site was open Monday through Friday and had the capacity of occupying large number of vehicles

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 ___4th___ day of __August__, 2020.

______________________________________________
Trey Mendez
Mayor

Attest:

______________________________________________
Griselda Rosas
Interim City Secretary

Respectfully submitted by:
Jose A. Gonzalez, Reference Librarian
Office of the City Secretary
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Griselda Rosas, Interim City Secretary
Date: Tuesday, August 4, 2020
Agenda #: Minutes of April 7, 2020

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:
Approve as presented.

Commission Pillar:  
Governance Pillar

Attachments:
1. M-04-07-2020
CALL TO ORDER

a) Roll Call

A quorum being present, Ms. Griselda Rosas, Interim 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 April 3, 2020.

b) Invocation

Pastor Brad Burkes from Embassy of the Spirit Church led the invocation.

c) Proclamation

National Service Recognition Day
(Commissioners R. M. Z. Gowen/J. Cowen Jr.)

Commissioner Rose Gowen presented and read the proclamation.
PUBLIC COMMENT PERIOD

No one signed up for Public Comment Period

WORK SESSIONS

A) COVID-19 Updates

Fire Chief Jarrett Sheldon issued a brief update on the emergency operations center virtually operating on a Level 2 and COVID-19 drive-thru testing and the site was currently operating from Monday – Friday 8:00 a.m. to 5:00 p.m.

Mr. Lupe Granado, Finance Director briefly informed the Commission of the COVID-19 expenditures with an emphasis on the budget impact, personnel breakdown and emergency procurement, as follow:

- Total expenditure to date was $973,675 with 75% possibly reimbursed by FEMA
- Budget impact was spent on personnel, with focus on overtime for both the Police Department and the Fire Department
- Emergency procurement was being spent on PPE masks for employees.

Mr. Noel Bernal, City Manager briefly updated the Commission on the organization’s continuity plans that have been in place since March 23, 2020, with a long-term pandemic planning framework to last beyond three months, as follow:

- Twelve percent of the city’s workforce was teleworking.
- Reviewing work plans for the following fiscal year and using a low, moderate, and high impact framework to determine which activities would be delayed, postponed or cancelled; however, any pending projects would not be removed from the list and would be monitored for financial reasons.

Brief discussion ensued amongst the Commission in regards to all updates being provided to the Mayor and Commission.

B) Presentation regarding amendments to Code of Ordinances, Chapter 18-Buildings and Building Regulations, and dealing with related matters.

Mr. Rick Vasquez, Planning and Redevelopment Director and Mr. Omar Ochoa, Building Official, briefly updated the Commission of the proposed code amendment, which will include the adoption of a historic building code chapter within the existing building code that would apply to all historic buildings and provide more flexibility when historic buildings are considered for redevelopment. Also, the proposed adoption of the existing building code would provide the ability to review construction plans in
the context of buildings that have already been placed with non-historic buildings. A propose to adopt the 2018 Buildings Code, not including the Energy Code, would apply to new and future buildings.

CONSENT AGENDA ITEMS

Consent Agenda Items listed were considered to be routine by the City Commission and was approved by one motion.

Upon motion by Commissioner Rose Gowen seconded by Commissioner Joel Munguia and carried unanimously, Consent Agenda Items were approved.

a) Consideration and ACTION to award a contract for the Palo Alto Battlefield Trail Material Testing Services to Millennium Engineers Group, Inc., in the amount of $43,189.52, as budgeted.

b) Consideration and ACTION to award a contract for Professional Engineering Services for West Brownsville Drainage Improvements to Hanson Professional Services Inc., in the amount of $150,000.00, as budgeted in Fiscal Year 2020 Capital Improvement Plan (CIP).

c) Consideration and ACTION to award a contract for Professional Engineering Services for Culvert and Sensor Improvements to Hanson Professional Services Inc., in the amount of $192,600.00, as budgeted in Fiscal Year 2020 Capital Improvement Plan (CIP).

d) Consideration and ACTION to authorize the City of Brownsville to establish a Memorandum of Understanding (MOU) between the City of Brownsville and the Brownsville Irrigation District for use of pump infrastructure.

e) Consideration and ACTION to award a contract for Street Rehabilitation for Avenida De La Plata, Elsa, Marvis and San Pedro, under Term Contract for Rotation List for Engineering and Surveying Services, Contract # QES-25-0417 with PlaGar Engineering LLC., Brownsville, TX for Task Order # 60 for a lump sum of $182,472.93 as budgeted in Fiscal Year 2020 Capital Improvement Plan (CIP).

f) Consideration and ACTION to award the purchase and delivery of a New Compact Trencher for the Engineering and Public Works Department, in the amount of $58,227.27, as budgeted.

g) Consideration and ACTION to authorize the City of Brownsville to establish a Memorandum of Understanding (MOU) between the City of Brownsville, Brownsville Public Utilities Board, Cameron County Drainage District One, Brownsville Irrigation District, and Cameron County Drainage District Six for development of joint Hazard Mitigation Plan.

h) Consideration and ACTION to award task order to Raba Kistner for the City of Brownsville/Department of Public Safety Joint Tactical Training Center for Phase II Environmental Site Assessment, under current term contract for Geotechnical and Construction Material Testing Services, #QGC-26-0417, in the amount of $67,316.
i) **APPROVAL** on **SECOND** and **FINAL READING** on Ordinance Number 235-2019-064-S-MA-CO, to grant a major amendment allowing a restaurant, Medium Retail (3C) use, in Dwelling “A” (DA) for Lots 40 & 41, La Villita Unit No. 4 Subdivision, located at 313 Manzano Street, with a Conditional Overlay. (District 1)

j) **APPROVAL** on **SECOND** and **FINAL READING** on Ordinance Number 235-2020-005, to rezone from Dwelling “A” (DA) to Dwelling “G” (DG) for Lot 1, Block 1, Villa Del Rey Subdivision, Section II, located at 673 Rey Salomon Street. (District 2)

k) **APPROVAL** on **SECOND** and **FINAL READING** on Ordinance Number 235-2020-902: to rezone from Dwelling “A” (DA)/Dwelling “G” (DG)/Dwelling “Z” (DZ)/General Retail “G” (4CG)/Light Industrial “J” (7CJ) to General Retail “G” (4CG) for an approximate 60.85 acres comprised of all of Reserve Area “B”, Villa del Norte Subdivision; all of Blocks 7 to 11, Harrington Place Subdivision; 1.41 acres out of Blocks 1 to 4, Harrington Place Subdivision; a 1 acre tract out of Share 12, Espiritu Santo Grant; and a 4.5 acre tract out of 19.5 acres out of Block 1 & 2, R.A. Lieck Subdivision; save and except, 1.257 acres out of Reserve Area “B”, Villa del Norte Subdivision (O.R.C.C.T. Vol. 7537, Pg. 77), located near Stillman Road. (District 3)

**PUBLIC HEARINGS**

1. **Public Hearing and ACTION on FIRST READING** on Ordinance Number 2020-1569-B, concerning Chapter 102 of the Code of Ordinances entitled “Utilities” and which provides for Electric; amending Sections 102-199(B) and 102-204(A) of Chapter 102 to be consistent with resolutions of the Public Utilities Board recommending amendments to correct and conform non-rate provisions related to Municipal Street Lighting and Private Security Lighting Services; and providing a severability clause.

   Ms. Monica Garza, Brownsville Public Utilities Board Financial Manager, briefly informed the Commission of the proposed agenda item, noting the changes to the rates for streetlights and private security lighting services and providing a severability clause. She further noted, that lighting at higher institutions by law were allowed a 20% discounts from private security lightings.

   Upon motion by Commissioner Jessica Tetreau seconded by Commissioner Ben Neece and carried unanimously, the public hearing closed.

   Commissioner Jessica Tetreau moved that Ordinance Number 2020-1569-B, be **adopted** at first reading, concerning Chapter 102 of the Code of Ordinances entitled “Utilities” and which provides for Electric; amending Sections 102-199(B) and 102-204(A) of Chapter 102 to be consistent with resolutions of the Public Utilities Board recommending amendments to correct and conform non-rate provisions related to Municipal Street Lighting and Private Security Lighting Services; and providing a
severability clause. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

2. Public Hearing and ACTION on FIRST READING on Ordinance Number 2020-1485-E, amending the Code of Ordinances, Chapter 18-Buildings and Building Regulations, by repealing and replacing Article III. - Building Code, Section 18-116.- Adopted, Article VI. - Electricity, Section 18-301.- Adopted, Article VII.- Mechanical Code, Section 18-626.- Adopted, Article VIII.- Plumbing Code, Section 18-656.- Adopted, Article IX.- Gas Code, Section 18-686.- Adopted, and by creating Article XIII.- Existing Buildings; and dealing with related matters.

Rick Vasquez, Planning and Redevelopment Director, informed the Commission that the proposed ordinance was being presented for approval as discussed in Work Session B.

Upon motion by Commissioner Ben Neece seconded by Commissioner Joel Munguia and carried unanimously, the public hearing was closed.

Commissioner Ben Neece moved that Ordinance Number 2020-1485-E, be adopted at first reading, amending the Code of Ordinances, Chapter 18-Buildings and Building Regulations, by repealing and replacing Article III. - Building Code, Section 18-116.- Adopted, Article VI. - Electricity, Section 18-301.- Adopted, Article VII.- Mechanical Code, Section 18-626.- Adopted, Article VIII.- Plumbing Code, Section 18-656.- Adopted, Article IX.- Gas Code, Section 18-686.- Adopted, and by creating Article XIII.- Existing Buildings; and dealing with related matters. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

3. Public Hearing and ACTION and FIRST READING on Ordinance Number 2020-235.93, to amend the Code of Ordinances, Chapter 348-Zoning, Article VII-Supplementary District Regulations, by repealing and replacing Section 348-1381-Off-street Parking, and dealing with related matters.

Rick Vasquez, Planning and Redevelopment Director, briefly informed the Commission of the proposed ordinance noting that the amendment consisted of the establishment of new parking regulations as a comprehensive method to provide options to businesses when trying to meet parking capacity requirements.

Upon motion by Commissioner Jessica Tetreau seconded by Commissioner Ben Neece and carried unanimously, the public hearing closed.

Commissioner Ben Neece moved that Ordinance Number 2020-235.93, be adopted at first reading, to amend the Code of Ordinances, Chapter 348-Zoning, Article VII-Supplementary District Regulations, by repealing and replacing Section 348-1381-
Off-street Parking, and dealing with related matters. The motion was seconded by Commissioner Joel Munguia and carried unanimously.

4. **Public Hearing and ACTION on FIRST READING on Ordinance Number 2020-235.94, to amend the Code of Ordinances, Chapter 348-Zoning, Article IV-Use Districts, by adding Section 348-126.-Use District Exemptions to Division 1-Generally; and by repealing Division 5-Professional Office Use District (1C), Division 6-Light Retail Use District (2C), Division 7-Medium Retail Use District (3C), Division 8-General Retail Use District (4C); and by repealing and replacing Division 9-Light Commercial Use District (5C) and Division 10-Medium Commercial Use District (6C) to create a newly established Division 9-Light Commercial District (C-1) and Division 10-Heavy Commercial District (C-2); and dealing with related matters.**

Rick Vasquez, Planning and Redevelopment Director, gave a brief explanation of the proposed ordinance noting that the amendment consisted of the consolidation of existing Commercial Use Districts along with exempting these from requirements within Article V – Area Districts.

Upon motion by Commissioner Jessica Tetreau seconded by Commissioner Joel Munguia and carried unanimously, the public hearing closed.

Commissioner Jessica Tetreau moved that Ordinance Number 2020-235.94, be adopted on first reading, to amend the Code of Ordinances, Chapter 348-Zoning, Article IV-Use Districts, by adding Section 348-126.-Use District Exemptions to Division 1-Generally; and by repealing Division 5-Professional Office Use District (1C), Division 6-Light Retail Use District (2C), Division 7-Medium Retail Use District (3C), Division 8-General Retail Use District (4C); and by repealing and replacing Division 9-Light Commercial Use District (5C) and Division 10-Medium Commercial Use District (6C) to create a newly established Division 9-Light Commercial District (C-1) and Division 10-Heavy Commercial District (C-2); and dealing with related matters. The motion was seconded by Commissioner Ben Neece and carried unanimously.

5. **Public Hearing and ACTION regarding City towing rotation list application by Antonio Muraira d/b/a Rancho Towing pursuant to Chapter 110-63 of the City of Brownsville Code of Ordinances.**

Police Commander James Paschall gave a brief explanation of the proposed ordinance.

Upon motion by Commissioner Joel Munguia seconded by Commissioner John F. Cowen and carried unanimously, the public hearing closed.
Commissioner Jessica Tetreau moved that City towing rotation list application by Antonio Muraira d/b/a Rancho Towing pursuant to Chapter 110-63 of the City of Brownsville Code of Ordinances, be approved. The motion was seconded by Commissioner Ben Neece and carried unanimously.

6. Public Hearing and ACTION regarding City towing rotation list application by Michael Trejo d/b/a Ace Towing & Recovery pursuant to Chapter 110-63 of the City of Brownsville Code of Ordinances.

Police Commander James Paschall gave a brief explanation of the proposed ordinance.

Upon motion by Commissioner Jessica Tetreau seconded by Commissioner Rose Gowen and carried unanimously, the public hearing closed.

Commissioner Jessica Tetreau moved that the City towing rotation list application by Michael Trejo d/b/a Ace Towing & Recovery pursuant to Chapter 110-63 of the City of Brownsville Code of Ordinances, be approved. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

ITEMS FOR INDIVIDUAL CONSIDERATION

7. Consideration and ACTION to approve Second Amended Declaration of Local State Disaster for Public Health Emergency.

Mayor Trey Mendez and Ms. Helen Ramirez, Deputy City Manager briefly informed the Commission that the Second Amended Declaration was to approve an extension to the March 17, 2020 Amendment with some significant changes being implemented. The changes were as follow:

- Restaurants offering only takeout or pick up
- Libraries, Bingo’s and School Campuses closed down, church services conducted via video or teleconferencing, city and general public events cancelled, facial masks being a requirement among other changes.

Brief discussion ensued amongst the Commission in regards to the facial covering requirement and school campuses closing regarding lunches being offered to students during the pandemic.

Commissioner Rose Gowen moved to approve Second Amendment Declaration with changes to include that 14-year-olds use facial covering as Centers for Disease Control and Prevention (CDC) recommends. The motion was seconded by Commissioner Jessica Tetreau and carried unanimously.
8. Consideration and ACTION to award a contract to Total Commitment Construction for Anacua Street and Naranjo Road Pavement, Sidewalk, Driveway and Drainage Improvement for the City of Brownsville, in the amount of $2,810,332.75, as budgeted in Fiscal Year 2020 Capital Improvement Plan (CIP).

Upon motion by Commissioner Jessica Tetreau seconded by Commissioner Ben Neece and carried unanimously, the agenda item was tabled.

9. Consideration and ACTION to award a contract for Traffic Signal Master Plan Services-Phase 2 to Hanson Professional Services, in the amount of $165,300.00, as budgeted in Fiscal Year 2020 Capital Improvement Plan (CIP).

David Licon, Engineer gave a brief explanation of the proposed agenda item, noting that Phase two of the Traffic Signal Master Plan Services included updating the timing for International Boulevard, Boca Chica, Paredes Line Road and FM 802.

Commissioner Jessica Tetreau moved that a contract for Traffic Signal Master Plan Services-Phase 2, be awarded and approved, to Hanson Professional Services, in the amount of $165,300.00, as budgeted in Fiscal Year 2020 Capital Improvement Plan (CIP). The motion was seconded by Commissioner Rose Gowen and carried unanimously.

10. Consideration and ACTION to award BID #IRF-22-0419 to R.E. Friedrichs Co. for the Senior Center Renovation Project, in the amount of $510,000.00, based out of Pharr, Texas, as budgeted in Fiscal Year 2020 Capital Improvement Plan (CIP).

Damaris McGlone, Director of Parks & Recreation briefly informed the Commission on how the grant would be used for the completion of the Senior Center interior located on 6th and Madison Street, which would include a teaching kitchen for the public.

Commissioner Jessica Tetreau moved that BID #IRF-22-0419, be awarded and approved, to R.E. Friedrichs Co. for the Senior Center Renovation Project, in the amount of $510,000.00, based out of Pharr, Texas, as budgeted in Fiscal Year 2020 Capital Improvement Plan (CIP). The motion was seconded by Commissioner Ben Neece and carried unanimously.

11. Consideration and ACTION to approve the Brownsville Community Improvement Corporation’s Brownsville Cares Grant Program intended to assist businesses with grants that can be used to obtain a Small Business Administration (SBA) loan or interest payment reimbursements on emergency/bridge-loans.
Josh Mejia, BCIC Executive Director briefly informed the Commission that the goal was to assist businesses in accessing capital and help them operate at pre-COVID-19 levels.

Commissioner Ben Neece moved that the Brownsville Community Improvement Corporation’s Brownsville Cares Grant Program intended to assist businesses with grants that can be used to obtain a Small Business Administration (SBA) loan or interest payment reimbursements on emergency/bridge-loans, be approved. The motion was seconded by Commissioner Nurith Galonsky Pizana and carried unanimously.

EXECUTIVE SESSION

Commissioner Jessica Tetreau noted that for the record, she would not be participating in Executive Session “D”.

Upon motion by Commissioner Ben Neece, seconded by Commissioner Joel Munguia and carried unanimously, the Executive Session convened at 6:50 p.m. to discuss the following items:

A) Closed session pursuant to Section 551.072 of the Tex. Gov’t Code regarding the lease of real property if deliberation in an open meeting would have a detrimental effect on the position of the City of Brownsville in negotiations with a third person; and pursuant to Section 551.087 of the Tex. Gov’t Code to deliberate financial or other incentives to a business prospect the City seeks to have locate within the City, in relation to the lease of land and provision of financial incentives for Project Alpha.

B) Attorney consultation pursuant to Section 551.071, Texas Gov’t Code, to provide legal advice and counsel with respect to the City of Brownsville’s rights, duties, privileges and obligation under the Residential Solid Waste Services agreement with Republic Services and related legal issues (Legal)

C) Discussion and deliberation of personnel matters pursuant to Section 551.074(1) of the Texas Government Code, related to the employment and duties of the City Auditor.

D) Closed session pursuant to Section 551.087 of the Tex. Gov’t Code to deliberate financial or other incentives to a business prospect the City seeks to have locate within the City, in relation to the possible provision of financial incentives for Project Maple.

Upon conclusion of Executive Session, Mayor Trey Mendez III, convened the Regular meeting at 8:00 p.m. There was no action taken in Executive Session.
POSSIBLE ACTION ON ANY ITEM(S) AS DISCUSSED IN EXECUTIVE SESSION

C) Consideration and ACTION to approve the City Auditor Employment Agreement between of the City of Brownsville and Patrick Zacchini.

Commissioner John F. Cowen moved that the City Auditor Employment Agreement between the City of Brownsville and Patrick Zacchini, be approved. The motion was seconded by Commissioner Ben Neece and carried unanimously.

ADJOURNMENT

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 9:32 p.m.

Approved this 4th day of August, 2020.

___________________________________
Trey Mendez
Mayor

Attest:

_____________________________
Griselda Rosas
Interim City Secretary

Respectfully submitted by:
Jose A. Gonzalez, Reference Librarian
Office of the City Secretary
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Griselda Rosas, Interim City Secretary
Date: Tuesday, August 4, 2020
Agenda #: Minutes of April 14, 2020

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:
Approve as presented.

Commission Pillar:
Governance Pillar

Attachments:
1. M-04-14-2020
CALL TO ORDER

a) Roll Call

A quorum being present, Ms. Griselda Rosas, Interim 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 April 09, 2020.

b) Invocation

Pastor Brad Burkes from Embassy of the Spirit Church led the invocation.

PUBLIC COMMENT PERIOD

No one signed up for public comment.
1. Discussion regarding the City of Brownsville response to the urgent public necessity concerning COVID-19, otherwise known as Coronavirus, including but not limited to:
   
a. **Continuity Plan Update**: City staffing, facilities and services, including actions and continuity of such operations;
   
b. **Financial Update**: Emergency Procurement; and
   
c. **Drive-thru collections/testing site update**

   Mr. Noel Bernal, City Manager, briefly updated the Commission on the COVID-19. Mr. Bernal further noted that due to this latest update, changes had been implemented including closing the building to the public, 12% of City staff was teleworking, and the other 88% were still working on site.

   Mr. Lupe Granado, Finance Director, briefly informed the Commission of the financial expenditures during COVID-19, noting that the total expenditures to date was $1,599,247 of which 75% would be reimbursed by FEMA. He further noted that the majority of these expenditures were being used on personnel, mainly Police and Fire overtime, and the emergency procurement was mostly spent on PPE masks with the rest on medical staff and testing kits. The City was currently paying for the uninsured patients being tested at the site.

   Brief discussion ensued amongst the Commission.

   Dr. Arturo Rodriguez, Director of Public Health, briefly informed the Commission of the following:
   
   - 1,020 tests had been administered to date
   - 56% had been insured and 43% non-insured
   - 61 positive and 900 negative with 59 pending results
   - New tests were being considered for faster results.

2. **Consideration and ACTION on Resolution Number 2020-033**, authorizing the City Manager for the City of Brownsville to modify and update the Voluntary Sick Leave Pool and Bank Policy and the Negative Sick Leave Bank Policy pursuant to the creation of these policies by the City Commission.

   Mrs. Perla Cepeda, Director of Human Resources, briefly informed the Commission noted that due to the current COVID-19 pandemic crisis, it has been identified the necessity to modify sections of the City of Brownsville Personnel Policies Manual, by adjusting and provide sick leave for employees whom may not otherwise qualify for necessary leave.
Commissioner Jessica Tetreau moved that Resolution Number 2020-033, authorizing the City Manager for the City of Brownsville to modify and update the Voluntary Sick Leave Pool and Bank Policy and the Negative Sick Leave Bank Policy pursuant to the creation of these policies by the City Commission, be **approved**. The motion was seconded by Commissioner Joel Munguia and carried unanimously.

**ADJOURNMENT**

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 5:24 p.m.

Approved this 4\textsuperscript{th} day of August, 2020.

\begin{flushright}
\underline{Trey Mendez}  
\textit{Mayor}\n\end{flushright}

Attest:

\begin{flushright}
\underline{Griselda Rosas}  
\textit{Interim City Secretary}\n\end{flushright}

\textit{Respectfully submitted by:}  
Yolanda Galarza, Administrative Supervisor  
Office of the City Secretary
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Griselda Rosas, Interim City Secretary
Date: Tuesday, August 4, 2020
Agenda #: Minutes of April 21, 2020

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:
Approve as presented.

Commission Pillar:
Governance Pillar

Attachments:
1. M-04-21-2020
MINUTES of a Regular Meeting of the City Commission of the City of Brownsville, Texas, held on Tuesday, April 21, 2020, at 5:00 P.M., with the following members present via Webex Teleconference Meeting by logging on at: https://brownsville.webex.com/brownsville/j.php?MTID=ma2512928c1d611aea65821d4d53465c3
Meeting Number: 966 490 472

JUAN “TREY” MENDEZ III
COMMISSIONERS

JOHN F. COWEN, JR.
At Large “A”

ROSE GOWEN
At-Large “B”

NURITH GALONSKY PIZANA
District 1

JESSICA TETREAU
District 2

JOEL MUNGUIA
District 3

BEN NEECE
District 4

NOEL BERNAL
CITY MANAGER

HELEN RAMIREZ
DEPUTY CITY MANAGER

BRYANT WALKER
ASSISTANT CITY MANAGER

RENE DE COSS
CITY ATTORNEY

GRISELDA ROSAS
INTERIM CITY SECRETARY

ABSENT:
ELIZABETH WALKER – ASSISTANT CITY MANAGER

CALL TO ORDER

a) Roll Call

A quorum being present, Ms. Griselda Rosas, Interim 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 April 17, 2020.

b) Invocation

Pastor Brad Burkes from Embassy of the Spirit Church led the invocation.

PUBLIC COMMENT PERIOD

No one signed up for Public Comment.

WORK SESSIONS

A) COVID-19 Updates (Public Health Department)
Dr. Arturo Rodriguez, Public Health Department Director and Mrs. Michelle Jones, Epidemiologist briefly informed the Commission of the following:

- As of April 20, 2020, 1,258 tests were administered with 56% insured and 44% uninsured
- 72 people tested positive and 1,125 were negative with 117 results pending
- Strategies implemented are averaging about five cases per day and the majority of the cases fall under “linked to previous”.
- There were no deaths reported and the department was working towards “flattening the curve”.

Ms. Odee Leal, Emergency Management Administrator briefly updated the Commission that the Emergency Operation Center was currently operating virtually and pursuing the reimbursement of three (3) grants as follow:

- The Texas COVID-19 Pandemic (DR-4485) from FEMA Reimbursement Grant
- The Coronavirus Emergency Supplemental Funding Grant, which is open for cities and counties
- The assistance to Firefighters Grant Program, in which the City had already allocated $110,000

Ms. Leal further noted that the City would continue reaching out to the State or other grant opportunities as they become available.

CONSENT AGENDA ITEMS

Consent Agenda Items listed were considered to be routine by the City Commission and was approved by one motion.

Upon motion by Commissioner Ben Neece seconded by Commissioner rose Gowen and carried unanimously, Consent Agenda Items were approved.


b) Approval of the Minutes of the Regular Meeting of February 04, 2020.

c) Consideration and ACTION on Resolution Number 2020-029 to endorse the use of public funds for incentives, educational initiatives, and promotional activities to increase community participation in the 2020 Census.

d) APPROVAL on SECOND and FINAL READING on Ordinance Number 2020-1569-B, concerning Chapter 102 of the Code of Ordinances entitled “Utilities” and which provides for Electric; amending Sections 102-199(B) and 102-204(A) of Chapter 102 to be consistent with resolutions of the Public Utilities Board recommending amendments to correct and conform non-rate provisions related to Municipal Street Lighting and Private Security Lighting Services; and providing a severability clause.

e) APPROVAL on SECOND and FINAL READING on Ordinance Number 2020-1485-E, amending the Code of Ordinances, Chapter 18-Buildings and Building Regulations, by repealing and replacing Article III - Building Code, Section 18-116 - Adopted, Article VI - Electricity, Section 18-301 - Adopted,
Article VII - Mechanical Code, Section 18-626 - Adopted, Article VIII - Plumbing Code, Section 18-656 - Adopted, Article IX - Gas Code, Section 18-686 - Adopted, and by creating Article XIII - Existing Buildings; and dealing with related matters.

f) APPROVAL on SECOND and FINAL READING on Ordinance Number 2020-235.93, to amend the Code of Ordinances, Chapter 348-Zoning, Article VII-Supplementary District Regulations, by repealing and replacing Section 348-1381-Off-street Parking, and dealing with related matters.

g) APPROVAL on SECOND and FINAL READING on Ordinance Number 2020-235.94, to amend the Code of Ordinances, Chapter 348-Zoning, Article IV-Use Districts, by adding Section 348-126.-Use District Exemptions to Division 1-Generally; and by repealing Division 5-Professional Office Use District (1C), Division 6-Light Retail Use District (2C), Division 7-Medium Retail Use District (3C), Division 8-General Retail Use District (4C); and by repealing and replacing Division 9-Light Commercial Use District (5C) and Division 10-Medium Commercial Use District (6C) to create a newly established Division 9-Light Commercial District (C-1) and Division 10-Heavy Commercial District (C-2); and dealing with related matters.

ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consideration and ACTION to approve Third Amended Declaration of Local State Disaster for Public Health Emergency.

   Ms. Helen Ramirez, Deputy City Manager briefly informed the Commission on the changes emphasized in the Third Amended Declaration, which included the parks to reopen while amenities remain closed, facial coverings required for all individuals over the age of five in public settings, bingo establishments and libraries to remain closed.

   Commissioner Jessica Tetreau moved that the Third Amended Declaration of Local State Disaster for Public Health Emergency, be approved. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

2. Consideration and ACTION to award the Anacua Street and Naranjo Road Pavement, Sidewalk, Driveway and Drainage Improvement Project to the lowest responsible bidder Total Commitment Construction, in the amount of $2,810,332.75, as budgeted in the Fiscal Year 2020 Capital Improvement Plan (CIP), and authorize the Mayor to execute the construction contract.

   Doroteo Garcia, Assistant City Engineer briefly informed the Commission of the proposed agenda item noting that Total Commitment Construction (non-local bidder) presented the lowest bid.

   A brief discussion ensued amongst the Commission and after some concerns and deliberation from Commissioner Ben Neece; the bid was redirected to a local bidder G & T Paving who came within the 5% of the lowest bid.

   Commissioner Ben Neece moved that the Pavement, Sidewalk, Driveway and Drainage Improvement Project be awarded to G & T Paving. The motion was seconded by Nurith Galonsky Pizana and carried as follow:
Ayes: Commissioners Neece, Gowen, Cowen, Jr., Munguia, Galonsky Pizana and Mayor Mendez
Nays: Commissioner Tetreau

3. **Consideration and ACTION to award an agreement for Professional Engineering and Surveying Services to Gonzalez Engineering and Surveying Incorporated for the Capital Improvement Project (CIP) Street Reconstruction in District 2, in the amount of $200,850, as budgeted.**

   Doroteo Garcia, Assistant City Engineer briefly explained the proposed agenda item.

   Commissioner Jessica Tetreau moved that an agreement for Professional Engineering and Surveying Services, be approved and awarded to Gonzalez Engineering and Surveying Incorporated for the Capital Improvement Project (CIP) Street Reconstruction in District 2, in the amount of $200,850, as budgeted. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

4. **Consideration and ACTION to acknowledge the City’s Comprehensive Annual Financial Report (CAFR) for Fiscal Year ended September 30, 2019.**

   Mr. Lupe Granado, Finance Director introduced Mr. Quentin Anderson representative from Carr, Riggs & Ingram, LLC whom briefly informed the Commission of the concluded, based on the audit, that there was a reasonable basis for rendering an unmodified opinion that the City of Brownsville’s financial statements for the fiscal year ended September 30, 2019, were presented in conformity with general accepted accounting principles.

   Commissioner Nurith Galonsky Pizana moved that the City’s Comprehensive Annual Financial Report (CAFR) for Fiscal Year ended September 30, 2019, be acknowledged. The motion was seconded by Commissioner John F. Cowen and carried unanimously.

5. **Consideration and ACTION to acknowledge the Greater Brownsville Incentives Corporation (GBIC) Report regarding emergency assistance efforts provided to businesses in response to COVID-19.**

   Mr. Mario Lozoya, Greater Brownsville Incentives Corporation Executive Director briefly informed the Commission of several proposed activities including enrolling in a shared work program, COVID-19 PPE, Supply Chain Recovery and Community Loan Center of RGV. Mr. Lozoya noted that the proposed activities were mainly targeted at large corporations.

   A brief discussion ensued amongst the Commission expressing concern that they would prefer to assist our local retail businesses. The Commission requested that Mr. Lozoya, provide a report to view how the GBIC resources would directly assist our local small businesses.

   Commissioner Jessica Tetreau moved that the Greater Brownsville Incentives Corporation (GBIC) Report regarding emergency assistance efforts provided to businesses in response to COVID-19, be approved. The motion was seconded by Commissioner John Cowen, Jr., and carried as follow:
Ayes: Commissioners Tetreau, Cowen, Jr., Gowen, Munguia, Neece and Mayor Mendez
Nays: Commissioner Galonsky Pizana

6. **Consideration and ACTION to authorize Resolution Number 2020-030 for the filing of the Fiscal Year 2020 Coronavirus Aid, Relief and Economic Security Act (CARES Act) grant application in the amount of $7,599,697 with the Federal Transit Administration (FTA), an Operating Administration of the United States Department of Transportation, for Federal Transportation Assistance Authorized by 49 USC Chapter 53, Title 23, United States Code.**

   Commissioner Ben Neece moved that Resolution Number 2020-030 for the filing of the Fiscal Year 2020 Coronavirus Aid, Relief and Economic Security Act (CARES Act) grant application in the amount of $7,599,697 with the Federal Transit Administration (FTA), an Operating Administration of the United States Department of Transportation, for Federal Transportation Assistance Authorized by 49 USC Chapter 53, Title 23, United States Code, be **approved**. The motion was seconded by Commissioner Nurith Galonsky Pizana and carried unanimously.

**BOARD APPOINTMENT(S)**

7. **Consideration and ACTION to appoint a member(s) to the LGBTQ Task Force.**

   Commissioner Joel Munguia moved to appoint **Roy De Los Santos Cuellar** to the LGBTQ Task Force. The motion was seconded by Commissioner Jessica Tetreau and carried unanimously.

**EXECUTIVE SESSION**

Upon motion by Commissioner Jessica Tetreau, seconded by Commissioner Rose Gowen and carried unanimously, the Executive Session convened at 7:03 p.m. to discuss the following item:

A) **Consultation with attorney to receive confidential legal advice pursuant to Section 551.071(2) of the Texas Government Code, in connection with the City’s rights, duties, privileges, and obligations related to the Brownsville Public Utilities Board under the City of Brownsville Charter Articles I, II, V and VI, in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.**

   Upon conclusion of Executive Session, Mayor Trey Mendez convened the Regular meeting at 7:47 p.m. There was no action taken in 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.

No action taken.
ADJOURNMENT

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 7:49 p.m.

Approved this 4th day of August, 2020.

___________________________________
Trey Mendez
Mayor

Attest:

__________________________________
Griselda Rosas
Interim City Secretary

Respectfully submitted by:
Jose A. Gonzalez, Reference Librarian
Office of the City Secretary
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Griselda Rosas, Interim City Secretary
Date: Tuesday, August 4, 2020
Agenda #: Minutes of April 28, 2020

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:
Approve as presented.

Commission Pillar:
Governance Pillar

Attachments:
1. M-04-28-2020
MINUTES of a Special Meeting of the City Commission of the City of Brownsville, Texas, held on Tuesday, April 28, 2020, at 5:00 P.M., with the following members present via Webex Teleconference Meeting by logging on at:
https://brownsville.webex.com/brownsville/j.php?MTID=m226eb3c610c7413e4292ef88f9b5dc
Meeting Number: 960 107 666

TREY MENDEZ Mayor

COMMISSIONERS

JOHN F. COWEN, JR. At Large “A”
ROSE GOWEN At-Large “B”
NURITH GALONSKY PIZANA District 1
BEN NEECE District 4

NOEL BERNAL CITY MANAGER

HELEN RAMIREZ DEPUTY CITY MANAGER

BRYANT WALKER ASSISTANT CITY MANAGER

RENE DE COSS CITY ATTORNEY

GRISELDA ROSAS INTERIM CITY SECRETARY

ABSENT

JESSICA TETREAU – District 2
JOEL MUNGUIA – District 3
ELIZABETH WALKER – Assistant City Manager

CALL TO ORDER

a) Roll Call

A quorum being present, Ms. Griselda Rosas, Interim 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 April 24, 2020.

b) Invocation

Pastor Brad Burkes from Embassy of the Spirit Church led the invocation.

PUBLIC COMMENT PERIOD

No one signed up for Public Comment.
1. Discussion regarding the City of Brownsville response to the urgent public necessity concerning COVID-19, otherwise known as Coronavirus, including but not limited to:
   a. Continuity Plan Update: City staffing, facilities and services, including actions and continuity of such operations;
   b. Financial Update: Emergency Procurement; and
   c. Drive-thru collections/testing site update

Dr. Arturo Rodriguez, Public Health Director and Ms. Michelle Jones, Epidemiologist briefly updated the Commission of the following:

- as of April 27, 2020, 1,446 tests were administered with 1,781 not meeting the criteria, 55% were insured and 45% were uninsured
- eighty six people were positive and 1,317 were negative and 43 results pending, in which the criteria has recently expanded to include more symptoms
- as of day 19, (April 20, 2020) the test has transitioned from sputum to swab testing for a more accurate result; averaging about five cases per day
- no deaths have been reported and the majority of the cases fall under “Linked to Previous Case”; the importance is that it illustrated the city as slightly staying ahead of the curve by finding the cases early enough to where the “Community” base source infection is not the primary ranking number at this point

Dr. Arturo Rodriguez also emphasized the number of questionnaires received from April 24, 2020 being 22 submissions vs. March 27, 2020 with 326 submissions. Dr. Rodriguez further explained the decrease by stating the citizens were being informed adequately in the use of the drive thru and outreach programs implemented are reaching the intended goal and more testing facilities were in operation than in the beginning and some providers were even referring them to the testing sight.

Lupe Granado, Finance Director briefly updated the Commission on the COVID-19 expense report noting the following:

- Starting with the FY20 Budget Impact, the total expense to date are in the amount of $3,132,308.00 with Personnel (Police and Fire) incurring the majority of the expenses due to overtime followed by Supplies and Contract costs
- The Emergency Procurement with $137,527.00, the total expense to date with Testing Kits (for the uninsured) incurring the majority of the expenses, followed by Operation Cost (medical staff) and PPE Masks.
- As of April 12, 2020, FEMA may possibly reimburse the city 75% ($2,349,231.00).

Mr. Granado noted that the department had only received half of the masks originally ordered and have cancelled the remaining quantity due to lack of supplies and reordered with a different vendor for the remaining amount; and purchasing was ordering a large amount (about 20,000 masks). He further noted that the city currently had in stock a healthy supply of about 3,000 masks.
Brief discussion ensued amongst the Commission.

Mr. Noel Bernal, City Manager briefly updated the Commission on the City of Brownsville Organization and noted the following:

- had been scheduling small groups with the Commission to start prepping for next scheduled meeting, for any revision to the current declaration and planning for the recovery phase internally with City staff
- does not foresee reopening facilities until the earlier part of May 2020 and it would be mainly to accommodate businesses
- would be focusing on rethinking traditional practices that we have had in place within the organization and adapting new ones
- Teleworking as an incentive, flexible work arrangements and taking more proactive efforts within the organization
- reported a sales tax impact we might be expecting. As per his research, the sales tax impact would be about a 20% drop

Mr. Bernal further noted that the suggestions were based on information gathered by Emergency Management, Public Health, and the Commission. He did inform that the economy will open up with limited access, this would insulate and protect the city from any steep losses, and on the other hand, if the city opens too early, there might be a second wave sometime in the fall. Mr. Bernal mentioned the impact would not be known for the month of March until May when there is a two-month lag would only be for half the month. A more accurate number would be in June when the report would see the entire month of April’s impact.

Felix Saucedas, Police Chief briefly informed the Commission that the department has been mainly concentrating on informing the public and making sure everyone is complying with protocol. He further noted that out of the 3,500 contacts, 300 have been actual citations and for safety reasons, the department has been practicing safety protocols and there has been zero cases within the department.

**PUBLIC HEARING (S)**

2. Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2019-011-S, to allow a wireless communication facility, a General Retail (4C) use in Light industrial “J” (7CJ) for a 1.67 acre tract of land in Lot 1, R.A. Lieck Estate, Partition Share 22, Espiritu Santo Grant, located near the corner of Fish Hatchery Road and Expressway 77. (District 4)

Mr. Martin Vega, Senior Planner briefly explained the proposed ordinance, noting that the request was to allow a wireless communication facility. At this time, Mr. Vega briefly provided a background on the proposed ordinance. He further noted that as per the established process for adopting, approving, and enacting an amendment to the official zoning atlas and as per the aforementioned court order, a Specific Use Permit to allow a wireless communication facility must be issued expeditiously.
Ms. Iris Perales, Ms. Rosalinda Perales, Carmen Almaraz and Ms. Graciela Villarreal, strongly opposed to the construction of the tower, and expressed concern in regards to safety and health due to weather and radiation issues.

Brief discussion ensued amongst the Commission and City Staff.

Upon motion by Commissioner John F. Cowen seconded by Commissioner Rose Gowen and carried unanimously, the public hearing was closed.

Commissioner Ben Neece moved that Ordinance Number 235-2019-011-S, be adopted at first reading, to allow a wireless communication facility, a General Retail (4C) use in Light industrial “J” (7CJ) for a 1.67 acre tract of land in Lot 1, R.A. Lieck Estate, Partition Share 22, Espiritu Santo Grant, located near the corner of Fish Hatchery Road and Expressway 77. (District 4) The motion was seconded by Commissioner Rose Gowen and carried unanimously.

ITEM(S) FOR INDIVIDUAL CONSIDERATION

3. Consideration and ACTION to approve Interlocal Agreement between the City of Harlingen and the City of Brownsville to assist in the detection and mitigation efforts in response to the current worldwide COVID-19 pandemic by cooperating in the Drive-Thru Testing Site.

Dr. Arturo Rodriguez, Public Health Director briefly informed the Commission on the proposed agenda item, noting that the registration and questionnaire was currently being submitted thru btxcares.com, which in turn gives more exposure to our BTX campaign. Dr. Rodriguez further noted that the Sports Park drive thru had the capacity to facilitate the increase vehicle flow for up to six lanes (currently we have only used two lanes) and in regards to supplies, working with the contractor to meet demand.

Commissioner Rose Gowen moved that the Interlocal Agreement between the City of Harlingen and the City of Brownsville to assist in the detection and mitigation efforts in response to the current worldwide COVID-19 pandemic by cooperating in the Drive-Thru Testing Site, be approved. The motion was seconded by Commissioner John F. Cowen and carried unanimously.

4. Consideration and ACTION on a License Agreement with the Mitte Foundation for Linear Park Improvements.

Ramiro Gonzalez, Government and Community Affairs Director briefly informed the Commission of the improvements being considered for the park, which includes landscaping and sidewalks. He further informed that the two major improvements would be building the public restroom and installing public art sculptures and the cost would be at 50/50 with the Mitte Foundation.

Commissioner Rose Gowen moved that a License Agreement with the Mitte Foundation for Linear Park Improvements, be approved. The motion was seconded by Commissioner John Cowen, Jr., and carried unanimously.
5. Consideration and ACTION to accept a Grant under the Coronavirus Air, Relief, and Economic Security Act (Public Law 116-136), in the amount of $1,857,797.00 from the Federal Aviation Administration for the Brownsville South Padre Island International Airport.

Mr. Shawn Schroeder, Assistant Airport Director, briefly explained the proposed agenda item.

Commissioner Ben Neece moved that a Grant under the Coronavirus Air, Relief, and Economic Security Act (Public Law 116-136), in the amount of $1,857,797.00 from the Federal Aviation Administration for the Brownsville South Padre Island International Airport, be accepted and approved. The motion was seconded by Commissioner John Cowen, Jr., and carried unanimously.

6. Consideration and ACTION to vacate the prior City Commission action taken at the meeting of April 21, 2020, purporting to award the Anacua Street and Naranjo Road Pavement, Sidewalk, Driveway and Drainage Improvement Project to G & T Paving LLC, and award the project to the lowest responsive and responsible bidder Total Commitment Construction, in the amount $2,810,332.75, and authorize the Mayor to execute the construction contract.

Lupe Granado, Finance Director briefly explained the proposed agenda item. Mr. Granado noted that in accordance with Texas Government Code Section 271, it allows municipalities to award a bid that is within 5% of the lowest responsive bidder and it states that this can only be invoked if the construction project is less than $100,000.00.

Brief discussion ensued amongst the Commission.

Commissioner Ben Neece moved to rescind his previous motion of awarding the contract to G & T Paving and award the project to the lowest responsive and responsible bidder to Total Commitment Construction. The motion was seconded by Commissioner John Cowen, Jr., and carried unanimously.

ADJOURNMENT

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 6:07 p.m.

Approved this 4th day of August, 2020.

________________________
Trey Mendez
Mayor

Attest:

________________________
Griselda Rosas
Interim City Secretary

Respectfully submitted by:
Yolanda Galarza-Administrative Supervisor
Office of the City Secretary
To: Mayor and City Commission
Through: Noel Bernal, City Manager

From:

Date: Tuesday, August 4, 2020
Agenda #: Consideration and ACTION on Resolution 2020-070 to repeal and replace Resolution 2020-039 for the FY 2021 Motor Vehicle Crime Prevention Authority (MVCPA) and accept the terms and conditions of said grant for the City of Brownsville Police Department.

Summary:

Project Scope and Analysis:

Funding:
Source: 
Amount: 
Local Contribution if Applicable: 

Recommendation:

Commission Pillar:
Choose an Option

Attachments:
1. Memo to Mayor and Commission
2. Resolution 2020-070 (stamped and signed)
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Felix Sauced, Chief of Police
Date: July 17, 2020

Agenda: Consideration and ACTION on Resolution 2020-070 to repeal and replace Resolution 2020-039 for the FY 2021 Motor Vehicle Crime Prevention Authority (MVCPA) and accept the terms and conditions of said grant for The City of Brownsville Police Department

Summary:
The City of Brownsville Police Department applied for the FY 2021 Motor Vehicle Crime Prevention Authority grant for personnel costs, direct operating expenses and travel for its task force members from the cities of Brownsville, McAllen, Pharr and Edinburg. Our City has been part of the South Texas Auto Theft Task Force for over two decades.

The South Texas Auto Theft Enforcement Task Force investigates, detects and does apprehensions; target the reduction of the sale of stolen vehicles or parts and mandates to educate the public in crime prevention methods to reduce auto theft and auto burglary.

A resolution is a requirement for this grant. A previous resolution was presented on May 19, 2020, however, MVCPA has requested our agency to resubmit another resolution to change and make a citation to Texas Transportation Code Chapter 1006. We respectfully request this item be placed on city commission meeting on August 4, 2020.
Resolution Number 2020-070

A RESOLUTION OF THE CITY OF BROWNSVILLE, REPEALING AND REPLACING RESOLUTION NUMBER 2020-039, TO APPROVE THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY GRANT APPLICATION AND TO ACCEPT THE TERMS AND CONDITIONS OF THE GRANT APPLICATION

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic automobile theft enforcement teams and to combat motor vehicle burglary in the jurisdiction; and

WHEREAS, this grant program will assist this jurisdiction to combat motor vehicle burglary and theft; and

WHEREAS, the City of Brownsville has agreed that in the event of loss or misuse of the grant funds, the City of Brownsville assures that the grant funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

NOW THEREFORE, BE IT RESOLVED and ordered that the City Manager, of the City of Brownsville is designated as the Authorized Official to apply for, accept, decline, modify, or cancel the grant application for the Motor Vehicle Crime Prevention Authority Grant Program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that the Brownsville Police Department will designate the Program Director for the grant; and the Finance Director for the City of Brownsville is designated as the Financial Officer for the grant.

Adopted this __4th__ day of __August__, 2020.

______________________________  ______________________________
Trey Mendez, Mayor               Griselda Rosas, Interim City Secretary
To: Mayor and City Commission
Through: Noel Bernal, City Manager

From:

Date: Tuesday, August 4, 2020
Agenda #: Consideration and ACTION to extend the existing CyberSecurity software support contract for a one-year term effective August 20, 2020 - August 19, 2021, with Netsync Network Solutions of Houston, Texas. (Enterprise Applications)

Summary:
Consideration and Action to extend the existing CyberSecurity software support contract for a 1 year term effective August 20, 2020 thru August 19, 2021 with Netsync Network Solutions, Houston, Texas

Project Scope and Analysis:
The software products included on this quotation are for the following: email, endpoint, and firewall security software as a service (SaaS), as well as firewall hardware maintenance. The total amount is $66,137.59. As the City moves toward the cloud with software as a service, the need for some security elements will be re-evaluated for their necessity.

Funding:
Source: 702-241 Enterprise Applications Fund (Budgeted)
Amount: $66,137.59
Local Contribution if Applicable:

Recommendation:
Approve that the City continue the existing cybersecurity maintenance contract for a 1 year period, August 2020 - August 2021 with Netsync Network Solutions of Houston, Texas.

Commission Pillar:
Infrastructure Pillar

Attachments:
1. COB - Security Renewals - for Netsync Network Solutions
2. Copy of City of Brownsville SMARTnet Quote 5.20.2020
To: Mayor and City Commission
Through: Noel Bernal, City Manager

Date: Tuesday, August 4, 2020
Agenda #: Consideration and ACTION for the authorization for Fire Truck Operator Jose J. Ramirez to attend the Fuel Spill Burn (FSB) Handline Fire on August 10 - 11, 2020, in Dallas, Texas. (Fire Department)

Summary:

Project Scope and Analysis:

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Choose an Option

Attachments:
1. Binder - Fuel Spill Burn (FSB) Handline Fire
**AGENDA ITEM**

**COMMISSION MEETING DATE 08/04/20**

### Executive Session *(City Attorney Only)*

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### Select

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### Information: Please include additional information/request.

Consideration and ACTION for the authorization for Fire Truck Operator Jose J. Ramirez to attend the Fuel Spill Burn (FSB) Handline Fire on August 10 - 11, 2020 in Dallas, Texas.

Funding Source: 61-321-770  
Budget Amount: $17,800.79

### Reviewing Departments: Please review and forward to the next reviewing department in a timely manner.

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### City Manager’s Approval

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Revised 3/2019
City of Brownsville, Texas  
Analysis of Meal & IE Per Diem Allowance  
Fuel Spill Burn Area (FSBA) Handline Fire  
in Dallas, Texas.  
From August 10 - 11, 2020  
The Daily Meal & IE Dallas, TX, is $66.

<table>
<thead>
<tr>
<th>Date</th>
<th>Meal Per Diem Daily Rate</th>
<th>First Day &amp; Last Day at 75% of Daily Rate</th>
<th>Total Daily Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 10, 2020</td>
<td>0.00</td>
<td>49.50</td>
<td>49.50</td>
</tr>
<tr>
<td>August 11, 2020</td>
<td>0.00</td>
<td>49.50</td>
<td>49.50</td>
</tr>
<tr>
<td>August 12, 2020</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>August 13, 2020</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>August 14, 2020</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>August 15, 2020</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>August 16, 2020</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td><strong>Total Meal &amp; IE Allowance</strong></td>
<td><strong>0.00</strong></td>
<td><strong>99.00</strong></td>
<td><strong>99.00</strong></td>
</tr>
</tbody>
</table>

***Each employee will be receiving the same Per Diem amount.***

Monday, August 10, 2020 (first day), and Tuesday, August 11, 2020 (last day) were traveling days. Nightly Lodging from August 10, 2020 and checked out on August 11, 2020.
CITY OF BROWNSVILLE
TRAVEL REQUEST FORM

This form must be included with all travel requests submitted for placement on the City Commission Agenda. Failure to do so will result in having the item pulled from the agenda. A Travel Expenditure Report form must be filled out within five (5) days after completion of travel. Travel reports which remain outstanding will result in suspension of further travel until all reports are completed.

TO: FINANCE DIRECTOR
FROM: Jarrett V. Sheldon
DEPARTMENT: Fire
DATE: 07/23/20

I hereby request authorization for travel, at City expense, for the following employee as follows:

Jose J. Ramirez
Fire Truck Operator

1. Destination: Dallas, Texas

2. Est. date and time leaving: 8/10/2020
Est. date and time returning: 8/11/2020

3. Transportation mode: [ ] City Vehicle [ ] Private Vehicle [ ] Airplane (scheduled) [ ] No Transportation Cost

4. Purpose of Trip:
To attend the Fuel Spill Burn (FSB) Handline Fire course.

5. Anticipated benefit to the City for allowing this trip and how will information be disseminated? (attach additional memo as needed)

To keep up with FAA requirements.

6. Will any costs be paid by a grant or sponsor: YES [ ] NO [X] (List)

Meals & Incidental Expenses are based on a per diem M&IE rate when conducting City business away from home. REFER TO THE CITY’S TRAVEL EXPENSE POLICY FOR FURTHER INFORMATION REGARDING TRAVEL ON CITY BUSINESS.

7. Calculate costs on the space below: (Private vehicle mileage: @ the latest Federal Reimbursement Rate)

   a. Transportation   [ ] miles x .545 cents a mile for private vehicle
   Estimated Cost to the City: $0.00

   b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [ @ 75% FOR FIRST & LAST DAY OF TRAVEL]
   GSA rate:$150
   $135.00
   $135.00

   c. Lodging $600.00 per person
   $100.00
   $100.00

   d. Registration Fees $600.00 per person
   $100.00
   $100.00

   e. Other costs (e.g. airfare, rental, etc. please explain): Fuel
   TOTAL: $934.00

8. I HEREBY REQUEST AN ADVANCE OF $199.00 FOR THE PURPOSE OF THIS TRIP.

   Department Director Signature:
   * Employee Signatures:

9. Charges to be made to line item #61 - 321-770 which has a balance of $17,800.79 as of this date.

10. This request is hereby [ ] APPROVED [ ] DENIED

The Accounting Department is instructed to issue a check in the amount of $199.00 as an advance expense.

/S/ ________________________________

211 - Finance Department - Revised 1/2018
**Make Check Payable To:**
DFW Airport FTRC  
PO Box 974551  
Dallas, TX 75397-4551

Please reference the invoice number on remittance.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Class Date</th>
<th>Participant Name</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>BA-4-C</td>
<td>Fuel Spill Burn Area (FSBA)</td>
<td>08/11/2020</td>
<td>Jose Ramirez</td>
<td>1</td>
<td>600.00</td>
<td>600.00</td>
</tr>
</tbody>
</table>

| Total Due: $600.00 |

Late Fee / Cancellation / Substitution Policy

If permitted by the Board’s payment procedures, training fees and charges may be paid prior to commencement of training. Payment for each Invoice is due no later than the completion of Training Services and shall be considered past due and subject to a late payment fee if not paid within twenty (20) days thereafter. Fees will not be charged for cancellation notices received up to forty-eight (48) hours prior to the start of training. The full fee may be charged for drop-outs other than for medical reasons or extreme personal emergencies of Participants. Substitutions will be permitted for registrants who are unable to attend their scheduled session(s).
Thank you for booking your hotel reservation. Your reservation has been prepaid and is fully guaranteed. Rest assured, your reservation has been successfully submitted to the hotel.

Upon check in, please present a valid ID and major credit card for incidentals only.

If you have any questions or require any additional information regarding your reservation, please contact our customer care department.

### Reservation Details

<table>
<thead>
<tr>
<th>Status</th>
<th>CONFIRMED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conf. #</td>
<td>R2053543693</td>
</tr>
<tr>
<td>Arrival</td>
<td>Monday, Aug 10, 2020</td>
</tr>
<tr>
<td>Departure</td>
<td>Tuesday, Aug 11, 2020</td>
</tr>
</tbody>
</table>

### Costs & Fees

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
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<tr>
<td>Subtotal</td>
<td>US$135.16</td>
</tr>
<tr>
<td>Tax</td>
<td>US$56.39</td>
</tr>
<tr>
<td>Recovery Charges &amp; Service Fees</td>
<td></td>
</tr>
</tbody>
</table>

(See Details Below)

| Total                      | US$191.55 |

This payment will be processed in the United States and will appear on your statement as "cci*Hotel Res".

By booking this reservation you have accepted the Terms and Conditions.

### Hotel Details

<table>
<thead>
<tr>
<th>Hotel</th>
<th>Hyatt Regency DFW</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>International Parkway, P.O. Box 619014</td>
</tr>
<tr>
<td></td>
<td>Dallas, TX 75261</td>
</tr>
<tr>
<td>Rooms</td>
<td>1 2 Queen Beds</td>
</tr>
<tr>
<td></td>
<td>Free Breakfast</td>
</tr>
</tbody>
</table>

### Customer and Travelers

<table>
<thead>
<tr>
<th>Guest</th>
<th>Jose Ramirez</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adults</td>
<td>1</td>
</tr>
<tr>
<td>Children</td>
<td>0</td>
</tr>
<tr>
<td>Customer</td>
<td>Ricardo Najera</td>
</tr>
</tbody>
</table>
Phone 9565463195
Email wilma.rosalez@cob.us
Address 1150 E. Adams Street
Brownsville, TX 78520

Need Help?
US toll-free 1 (800) 327-1200
International 1 (214) 960-2646

Cancellation Policy
Each room in this reservation is subject to the hotel's cancellation policy which is: This reservation is non-refundable. There is no refund for no-shows or early checkouts.

What are Tax Recovery Charges & Service Fees?
This charge includes the estimated amount we pay the hotel for occupancy related taxes owed by the hotel and any amounts charged to us for resort fees, cleaning fees, and other fees. The balance of the charge is a fee we, the hotel supplier and/or the website you booked on, retain as part of the compensation for our and/or their services which varies based on factors such as location, the amount, and how you booked.

Booking Ref. Number
GK72319240B1UT
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Armando Gutierrez, Jr., Director of Engineering & Public Works, Engineering
Date: Tuesday, August 4, 2020
Agenda #: Consideration and ACTION to award a renewal term contract for Geotechnical and Construction Material Testing Services for the City of Brownsville Street and Drainage Improvements and Miscellaneous City Projects, QGC-26-0717, including Intertek-PSI, Raba Kistner, Millennium Engineers Group, and Terracon Consultants, Inc. (Engineering & Public Works)

Summary:
A Renewal Term Contract for Geotechnical and Construction Material Testing Services for the City of Brownsville Street and Drainage Improvements and miscellaneous city projects was awarded by the City Commission on July 11th, 2017 to the following four (4) Engineering firms:

- Intertek-PSI – Harlingen, Texas
- Raba Kistner – McAllen, Texas
- Millennium Engineers Group, Pharr, Texas
- Terracon Consultants INC – Pharr, Texas

Project Scope and Analysis:
The recommended firms will provide Geotechnical and Construction Material Testing Services to perform subsurface exploration and pavement evaluation for paving and drainage of city street and drainage improvement projects, as well as, other miscellaneous city projects that require geotechnical and construction material testing services. Fees will follow agreed fee schedule.
This contract shall commence upon award by the City Commission and shall expire on July 10, 2021. The City reserves the unilateral option to extend the life of the contract for one (1) period of two (2) years thereafter.

The City of Brownsville Engineering & Public Works Department would like to request authorization from the City Commission to exercise the option to renew term contract for one (1) additional year, extending this contract to July 10, 2021 to the four (4) Geotechnical Engineering firms abovementioned.

Funding:
Source:
Recommendation:
The following geotechnical engineering firms have submitted their renewal statement of qualifications to the City of Brownsville for consideration and approval. The Engineering & Public Works Department recommends the approval of renewal contracts with the following four (4) firms.

- Intertek-Professional Service Industries
- Millennium Engineering Group INC
- Terracon Consultants INC
- Raba-Kister Consultants

Commission Pillar:
Infrastructure Pillar

Attachments:
1. Renewal letter
2. Procurement Analysis- Geotechnical Services Renewal - 2020
July 21, 2020

Attn: Terracon Consultants, Inc.
1506 Mid Cities
Pharr, Tx, 78577

RE: QGC-26-0417 Term Contract for Geotechnical and Construction Material Testing Services for the City of Brownsville Street and Drainage Improvements and Miscellaneous City Projects

The City would like to officially request to renew term contract number for one of the two additional one (1) year period, ending contract on July 10, 2021. All costs, terms and conditions shall remain firm from the initial contract period and renewal period. The City of Brownsville reserves the right to increase or decrease quantities and delivery locations at will with 10 days prior to notice of order and negotiate any new pricing based on increased quantities. **Contract will be renewed upon City Commission approval.**

The City of Brownsville would like to thank you for your collaboration throughout this term contract and look forward to any future potential partnerships.

Thank You,

[Signature]
Jose F. Perez
Assistant Director

 Acknowledge your acceptance to this request by signing below, emailing response to purchasing@cob.us or mail to the address below.

Jorge A. Flores
Terracon Consultants, Inc.

[Signature]

7/23/2020
Date
July 21, 2020

Attn: Millennium Engineers Group, Inc.
5804 N. Gumwood
Pharr, Tx, 78577

RE: QGC-26-0417 Term Contract for Geotechnical and Construction Material Testing Services for the City of Brownsville Street and Drainage Improvements and Miscellaneous City Projects

The City would like to officially request to renew term contract number for one of the two additional one (1) year period, ending contract on **July 10, 2021**. All costs, terms and conditions shall remain firm from the initial contract period and renewal period. The City of Brownsville reserves the right to increase or decrease quantities and delivery locations at will with 10 days prior to notice of order and negotiate any new pricing based on increased quantities. **Contract will be renewed upon City Commission approval.**

The City of Brownsville would like to thank you for your collaboration throughout this term contract and look forward to any future potential partnerships.

Thank You,

Jose F. Perez
Assistant Director

Acknowledge your acceptance to this request by signing below, emailing response to purchasing@cob.us or mail to the address below.

Millennium Engineers Group, Inc.

Date: 07/22/20
July 17, 2020

Attn: Professional Services Industries
2020 North Loop 499, Ste. 302
Harlingen, Texas 78550

RE: QGC-26-0417 Term Contract for Geotechnical and Construction Material Testing Services for the City of Brownsville Street and Drainage Improvements and Miscellaneous City Projects

The City would like to officially request to renew term contract number for one of the two additional one (1) year period, ending contract on July 10, 2021. All costs, terms and conditions shall remain firm from the initial contract period and renewal period. The City of Brownsville reserves the right to increase or decrease quantities and delivery locations at will with 10 days prior to notice of order and negotiate any new pricing based on increased quantities. Contract will be renewed upon City Commission approval.

The City of Brownsville would like to thank you for your collaboration throughout this term contract and look forward to any future potential partnerships.

Thank You,

Jose F. Perez
Assistant Director

Acknowledge your acceptance to this request by signing below, emailing response to purchasing@cob.us or mail to the address below.

Raymundo G. Martinez
Building & Construction
Branch Manager

Rockford Miller, E.I.T.
Building & Construction
Project Manager
Geotechnical Services

Tel +1 (956) 423-6826
Mob +1 (956) 451-5256
raymundo.martinez@psiusa.com
raymundo.martinez@intertek.com
intertek.com/building

Tel +1 (956) 423-6826
Mob +1 (956) 451-5256
rockford.miller@intertek.com
intertek.com/building

7/20/2020
Date
July 17, 2020

Attn: Raba Kistner Consultants
800 East Hackberry
McAllen, Tx 78501

RE: QGC-26-0417 Term Contract for Geotechnical and Construction Material Testing Services for the City of Brownsville Street and Drainage Improvements and Miscellaneous City Projects

The City would like to officially request to renew term contract number for one of the two additional one (1) year period, ending contract on **July 10, 2021**. All costs, terms and conditions shall remain firm from the initial contract period and renewal period. The City of Brownsville reserves the right to increase or decrease quantities and delivery locations at will with 10 days prior to notice of order and negotiate any new pricing based on increased quantities. **Contract will be renewed upon City Commission approval.**

The City of Brownsville would like to thank you for your collaboration throughout this term contract and look forward to any future potential partnerships.

Thank You,

Jose F. Perez
Assistant Director

*Acknowledge your acceptance to this request by signing below, emailing response to purchasing@cob.us or mail to the address below.*

Raba Kistner Consultants

[Signature]

[Date]
Date: July 30, 2020
To: Mr. Noel Bernal City Manager
From: Lupe Granado, Finance Director
CC: Jose F. Perez, Interim Procurement and Contract Manager
Subject: Agenda Item for the City Commission meeting of August 4, 2020

"Consideration and Action to Award a Term Contract for Geotechnical and Construction Material Testing Services for the City of Brownsville Street and Drainage Improvements and Miscellaneous City Projects", QGC-26-0717

RECAP

A Term Contract for Geotechnical and Construction Material Testing Services for the City of Brownsville Street and Drainage Improvements and Miscellaneous City Projects was awarded by City Commission on July 11th, 2017 to a total of Four (4) Engineering firms:

- PSI – Professional Services Industries – Harlingen, Texas
- Raba Kistner – McAllen, Texas
- MEGEngineers – Consultants Geotechnical Testing, Pharr, Texas
- Terracon – Pharr, Texas

Surveying services will be negotiated by the City and the Firm on a case by case basis.

The recommended firms will also serve in the capacity of consulting engineering services, based upon additional miscellaneous projects as scheduled by City Departments. Fees will follow agreed fee schedule.

This contract shall commence upon award by the City Commission and shall expire in July 10, 2021. The City reserves the unilateral option to extend the life of the contract for one (1) period of two (2) years thereafter.

UPDATE

The City of Brownsville would like to request authorization from City Commission to excercise the option to renew term contract for one additional year, extending this contract to July 10, 2021 to the multiple vendors approved. If approved, contract is eligible for one final extension from July 2021 to July 2022.
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Armando Gutierrez, Jr., Director of Engineering & Public Works, Engineering
Date: Tuesday, August 4, 2020
Agenda #: Consideration and ACTION to award a renewal term contract for the purchase and delivery of Concrete Materials for the City of Brownsville, BID #PDC-50-0718, including Magic Valley Concrete, LLC and G&T Paving, LLC. (Engineering & Public Works Department)

Summary:
The Engineering and Public Works Department is requesting authorization to award a renewal term contract for the purchase and delivery of concrete materials for the City of Brownsville, BID #PDC-50-0718.

Project Scope and Analysis:
At the request of the City Commission meeting of July 17, 2018, the Commission directed staff to require that all contracts with extension options receive City Commission approval prior to entering into an extension of contract. As a result of this action, the Engineering & Public Works Department is requesting authorization to renew a term contract for the following:

BACKGROUND:
City Commission approved a Term Contract for the Purchase and Delivery of Concrete Materials on July 17, 2018 for a primary term of one year ending on June 28, 2019. Renewal options for this contract include two (2) renewals of one (1) year each extending this contract up to 2021.

UPDATE:
The City of Brownsville Engineering & Public Works Department would like to request authorization from the City Commission to exercise the option to renew a term contract for one (1) final year to the following vendors, thereby extending the contract to June 28, 2021:

Magic Valley Concrete, LLC d/b/a CAPA of Palmview, TX, the low responsive bidder at the stipulated prices.

G & T Paving, LLC of Brownsville, TX, the low responsive bidder at the stipulated prices.

Funding:
Source:
The City of Brownsville received two (2) renewal letters for the Term Contract for the Purchase and Delivery of Concrete Materials, from Magic Valley Concrete dba CAPA and G & T Paving LLC. This contract will be utilized for purchase and delivery of concrete services for street and drainage improvements and miscellaneous city projects. The Engineering and Public Works Department recommend the renewal of this contract to the following firms:

- Magic Valley Concrete dba CAPA
- G & T Paving LLC

Funding for this project is available through account General Fund Street Maintenance Account for sidewalks, curb & gutter, 01-417-746.

**Commission Pillar:**
Infrastructure Pillar

**Attachments:**
1. ExecutedRenewalLetter CAPA
2. renewal letter G & T
3. Procurement Analysis Concrete 200804
4. TAB PDC-50-0718 - Concrete Materials Renewal 200804
Attn:  Magic Valley Concrete, LLC d/b/a CAPA  
3609 W. Palma Vista Drive  
Palmview, Texas 78572

RE: PDC-50-0718 TERM CONTRACT FOR THE PURCHASE AND DELIVERY  
OF CONCRETE MATERIALS FOR USE BY THE CITY OF BROWNSVILLE

The City of Brownsville would like to officially request to renew term contract number PDC-50-0718 for the second of the two additional one (1) year period, ending contract on June 28, 2021. All costs, terms and conditions shall remain firm from the initial contract period and renewal period. The City of Brownsville reserves the right to increase or decrease quantities and delivery locations at will with 10 days prior to notice of order and negotiate any new pricing based on increased quantities.

Contract will be renewed upon City Commission approval.

The City of Brownsville would like to thank you for your collaboration throughout this term contract and look forward to any future potential partnerships.

Thank You,

Jose F. Perez  
Assistant Director

Acknowledgment your acceptance to this request by signing below, emailing response to purchasing@cob.us or mail to the address below.

Date

Finance Department – Procurement Services  
956.546.5887  
City Hall 1001 E. Elizabeth St. 1st Floor  
Brownsville, TX 78520  
Phone:  
Fax: 956.546.2711  
e-mail: purchasing@cob.us  

Larry Urrutia  
Sales/ Admin
July 16, 2020

Attn:
G & T Paving, LLC
P.O. Box 5136
Brownsville, TX 78520

RE: BID# PDC-50-0718: Term Contract for Purchase and Delivery of Concrete Materials

The City of Brownsville would like to officially request to renew term contract number PDC-50-0718 for a second of the two additional one (1) year period, ending contract on June 28, 2021. All costs, terms and conditions shall remain firm from initial contract period and renewal period. The City of Brownsville reserves the right to increase or decrease quantities and delivery locations at will with 10 days prior to notice of order and negotiate any new pricing based on increased quantities.

Contract will be renewed upon City Commission approval.

The City of Brownsville would like to thank you for your collaboration throughout this term contract and look forward to any future potential partnerships.

Respectfully,

[Signature]
Jose F. Perez
Assistant Director

Acknowledge receipt of renewal letter by signing below, emailing to purchasing@cob.us and mailing it out to the below address.

[Signature]
G & T Paving, LLC

Date

7-17-20
At the request of the City Commission action item presented on Commission meeting of July 17, 2018. Action item number 5j “Consideration and ACTION to require that all contracts with extension options receive City Commission approval prior to entering into an extension of contract”, the Public Works & Engineering Department is requesting authorization to renew term contract for the following contract:

**RECAP:**
City Commission approved a Term Contract for the Purchase and Delivery of Concrete Materials on July 17, 2018 for a primary term of one year ending on June 28, 2019. Renewal options for this contract include two (2) renewals of one (1) years each extending this contract up to 2021.

**UPDATE:**
The City of Brownsville would like to request authorization from City Commission to excersice the option to renew term contract for one final one (1) year, extending this contract to June 28, 2021 to the multiple vendors below.

- **Magic Valley Concrete, LLC d/b/a CAPA** of Palmview, TX, the low responsive bidder at the stipulated prices.
- **G & T Paving, LLC** of Brownsville, TX, the low responsive bidder at the stipulated prices.
Bid Tabulation:
Invitation for Bids for a Term Contract for the
Purchase and Delivery of Concrete Materials for the City of Brownsville
June 22, 2018
BID # PDC-50-0718
Renewal 2020

| VENDORS: | Magic Valley Concrete, LLC d/b/a CAPA
3609 W. Palma Vista Drive
Palmview, Texas 78572
Phone #: 1-956-432-0600
Fax #: 1-956-583-2086
Mr. Steve Boyd | G & T Paving, LLC
P.O. Box 5136
Brownsville, Texas 78523
Phone #: 956-546-3633
Fax #: 1-956-546-5333
Mr. Abel Gonzales |
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Term Contract for Concrete Materials for the City of Brownsville</td>
<td>PRIMARY LEVEL 1 BID</td>
</tr>
<tr>
<td>PRIMARY LEVEL 1 BID</td>
<td></td>
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<tr>
<td>Class A, 3000 PSI W/FIBERMESH</td>
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</tr>
<tr>
<td>Class A, 3000 PSI W/FIBERMESH</td>
<td>$ 140.00 Per cu/yards: &gt; 4.5 cy</td>
</tr>
<tr>
<td>Class C, 3600 PSI W/FIBERMESH</td>
<td>$ 149.00 Per cu/yards: ≤ 4.5 cy</td>
</tr>
<tr>
<td>Class C, 3600 PSI W/FIBERMESH</td>
<td>$ 144.00 Per cu/yards: &gt; 4.5 cy</td>
</tr>
<tr>
<td>Class S, 4000 PSI W/FIBERMESH</td>
<td>$ 153.00 Per cu/yards: ≤ 4.5 cy</td>
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<tr>
<td>Class S, 4000 PSI W/FIBERMESH</td>
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<tr>
<td>Class P, 4400 PSI W/FIBERMESH</td>
<td>$ 156.00 Per cu/yards: ≤ 4.5 cy</td>
</tr>
<tr>
<td>Class P, 4400 PSI W/FIBERMESH</td>
<td>$ 152.00 Per cu/yards: &gt; 4.5 cy</td>
</tr>
</tbody>
</table>
Bid Tabulation:
Invitation for Bids for a Term Contract for the
Purchase and Delivery of Concrete Materials for the City of Brownsville
June 22, 2018
BID # PDC-50-0718
Renewal 2020

<table>
<thead>
<tr>
<th>VENDORS:</th>
<th>Magic Valley Concrete, LLC d/b/a CAPA 3609 W. Palma Vista Drive Palmview, Texas 78572 Phone #: 1-956-432-0600 Fax #: 1-956-583-2086 Mr. Steve Boyd</th>
<th>G &amp; T Paving, LLC P.O. Box 5136 Brownsville, Texas 78523 Phone #: 956-546-3633 Fax #: 1-956-546-5333 Mr. Abel Gonzales</th>
</tr>
</thead>
<tbody>
<tr>
<td>Term Contract for Concrete Materials for the City of Brownsville</td>
<td>SECONDARY LEVEL 2 BID</td>
<td>SECONDARY LEVEL 2 BID</td>
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<tr>
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<td>$125.99 Per cu/yards: ≤ 4.5 cy</td>
</tr>
<tr>
<td>Class A, 3000 PSI W/FIBERMESH</td>
<td>$146.00 Per cu/yards: &gt; 4.5 cy</td>
<td>$114.00 Per cu/yards: &gt; 4.5 cy</td>
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<tr>
<td>Class C, 3600 PSI W/FIBERMESH</td>
<td>$155.00 Per cu/yards: ≤ 4.5 cy</td>
<td>$139.99 Per cu/yards: ≤ 4.5 cy</td>
</tr>
<tr>
<td>Class C, 3600 PSI W/FIBERMESH</td>
<td>$151.00 Per cu/yards: &gt; 4.5 cy</td>
<td>$119.95 Per cu/yards: &gt; 4.5 cy</td>
</tr>
<tr>
<td>Class S, 4000 PSI W/FIBERMESH</td>
<td>$159.00 Per cu/yards: ≤ 4.5 cy</td>
<td>$164.95 Per cu/yards: ≤ 4.5 cy</td>
</tr>
<tr>
<td>Class S, 4000 PSI W/FIBERMESH</td>
<td>$155.00 Per cu/yards: &gt; 4.5 cy</td>
<td>$144.95 Per cu/yards: &gt; 4.5 cy</td>
</tr>
<tr>
<td>Class P, 4400 PSI W/FIBERMESH</td>
<td>$163.00 Per cu/yards: ≤ 4.5 cy</td>
<td>$164.99 Per cu/yards: ≤ 4.5 cy</td>
</tr>
<tr>
<td>Class P, 4400 PSI W/FIBERMESH</td>
<td>$159.00 Per cu/yards: &gt; 4.5 cy</td>
<td>$137.99 Per cu/yards: &gt; 4.5 cy</td>
</tr>
</tbody>
</table>
### VENDORS:

<table>
<thead>
<tr>
<th>Vendor 1</th>
<th>Vendor 2</th>
</tr>
</thead>
</table>
| Magic Valley Concrete, LLC d/b/a CAPA  
3609 W. Palma Vista Drive  
Palmview, Texas 78572  
Phone #: 1-956-432-0600  
Fax #: 1-956-583-2086  
Mr. Steve Boyd | G & T Paving, LLC  
P.O. Box 5136  
Brownsville, Texas 78523  
Phone # 956-546-3633  
Fax #: 1-956-546-5333  
Mr. Abel Gonzales |

### Specification Criteria
- Responsive and Responsible
- Responsive and Responsible

### Bid Bond
- Yes – Bid Bond Included
- Yes – Cashier’s Check Included

### Award Level
- Level 1 – **Primary Supplier**
- Level 2 – **Secondary Supplier**
To: Mayor and City Commission
Through: Noel Bernal, City Manager

Date: Tuesday, August 4, 2020
Agenda #: Consideration and ACTION to approve Resolution Number 2020-042, amending Resolution Number 2017-030, and authorizing the execution of an Advance Funding Agreement (AFA) between the City of Brownsville and the Texas Department of Transportation (TxDOT) regarding the Southmost Nature Trail Phase II Project, Manzano Street to La Posada Drive. (Multimodal Transportation - Mobility)

Summary:
During the June 6, 2017 meeting, the City Commission approved an Advance Funding Agreement (AFA) between the City of Brownsville and the Texas Department of Transportation (TxDOT) to construct the Southmost Nature Trail Phase II project. Since then, changes have been made to the project that now require an AFA amendment. One of the major changes was the project alignment due to right-of-way (ROW) concerns. The new trail alignment will no longer require any additional ROW and will use existing city-owned ROW and Brownsville ISD owned ROW through an interlocal agreement. Funding to develop this project has been identified as the sidewalk & trails fund 803-8200-9219.

Project Scope and Analysis:
The project consist of constructing a multi-use trail from the Southmost Library to the La Posada area.

Funding:
Source: Sidewalk & Trails Fund 803-8200-9129-24
Amount: $7,500
Local Contribution if Applicable:

Recommendation:
Staff recommends approval.

Commission Pillar:
Infrastructure Pillar
Attachments:
1. Revised Draft Amd#1 AFA_Southmost_0921-06-280
3. Resolution for AFA Amendment Southmost Nature Trail Ph-II (legal edits v1)
4. Resolution 2020-042 (stamped and signed V2)
STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
AMENDMENT # 1

THIS AMENDMENT is made by and between the State of Texas, acting through the Texas Department of Transportation, called the State, and City of Brownsville, acting by and through its duly authorized officials, called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on 9th day of June, 2017 to effectuate their agreement for the Southmost Nature Trail, and,

WHEREAS, it has become necessary to amend that contract to allow Local Government to locally let the project.

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, the State and the Local Government do agree as follows:

AGREEMENT

The parties agree that the Agreement is amended as follows:

1. WHEREAS is added as follows:
WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

2. The 4th Whereas is deleted in its entirety and replaced with:
WHEREAS, the Texas Transportation Commission passed Minute Order Number 115291 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as Southmost Nature Trail Phase II. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and
3. The last Whereas is deleted in its entirety and replaced with:
WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated ______________, which is attached to and made a part of this Agreement as Attachment A-1, Resolution, Ordinance, or Commissioners Court Order (Attachment A-1). A map showing the Project location appears in Attachment B-1, Location Map Showing Project (Attachment B-1), which is attached to and made a part of this Agreement.

4. Article 3. Scope of Work is deleted in its entirety and replaced with:
3. Scope of Work
The scope of work for the Project consists of construction of a 10-foot wide concrete trail with asphalt sections on existing pavement, centerline stripe, bollards, benches, and drinking fountains. This phase of the Southmost Nature Trail Phase II will be a 1.8-mile section from the Brownsville Public Library on Manzano Street south along Brownsville Drainage canal to La Posada Drive continuing south to Albert Gonzalez Head Start Center, as shown on Attachment B-1.

5. Article 11. Construction Responsibilities is deleted in its entirety and replaced with:
11. Construction Responsibilities
A. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
B. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
C. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
D. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

6. Attachment C, Project Budget, is deleted in its entirety and is replaced with Attachment C-1, which is attached to and made a part of this Amendment.

7. The Agreement is amended by adding Attachment D-1, Replaced Articles of Agreement, which is attached to and made a part of this Amendment.
All other provisions of the original contract are unchanged and remain in full force and effect.

Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

Each party is signing this amendment on the date stated under that party’s signature.

THE STATE OF TEXAS

________________________________________
Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

________________________________________
Date

THE LOCAL GOVERNMENT

________________________________________
Signature

________________________________________
Typed or Printed Name

________________________________________
Typed or Printed Title

________________________________________
Date
ATTACHMENT A-1
RESOLUTION OF LOCAL GOVERNMENT
ATTACHMENT C-1
PROJECT BUDGET

This project has received a total of $356,250.00 in Category 7, Metropolitan Mobility and Rehabilitation (7MM) funds for construction. The project’s construction costs will be allocated based on 80% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount of $285,000.00. The Local Government will be responsible for 100% of the Preliminary Engineering (PE), environmental document, the Direct State Costs for PE and all project cost exceeding the approved federal funding. The following is an estimated breakdown of the project costs and funding participation:

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Estimated Cost</th>
<th>Federal Participation</th>
<th>State Participation</th>
<th>Local Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>%</td>
<td>Cost</td>
<td>%</td>
</tr>
<tr>
<td>Preliminary Engineering (by LG)</td>
<td>$40,000</td>
<td>0%</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Environmental (by LG)</td>
<td>$10,000</td>
<td>0%</td>
<td>$0</td>
<td>0%</td>
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<tr>
<td>Construction (by LG) Cat 7</td>
<td>$356,250</td>
<td>80%</td>
<td>$285,000</td>
<td>0%</td>
</tr>
<tr>
<td>Construction Engineering (by LG)</td>
<td>$18,750</td>
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<td>$0</td>
<td>0%</td>
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<tr>
<td><strong>Subtotal</strong></td>
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<td><strong>$285,000</strong></td>
<td><strong>$0</strong></td>
<td><strong>$140,000</strong></td>
</tr>
<tr>
<td>Direct State Cost for Prelim. Engineering</td>
<td>$35,635</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Environm. Direct State Costs</td>
<td>$10,690</td>
<td>0%</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Right of Way Direct State Costs</td>
<td>$3,564</td>
<td>0%</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Engineer. Direct State Costs</td>
<td>$17,817</td>
<td>0%</td>
<td>$0</td>
<td>0%</td>
</tr>
<tr>
<td>Utility Direct State Costs</td>
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<td>0%</td>
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<tr>
<td>Construction Direct State Costs (State review and oversight)</td>
<td>$11,250</td>
<td>0%</td>
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<tr>
<td>Indirect State Costs</td>
<td>$16,103</td>
<td>0%</td>
<td>$0</td>
<td>100%</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$62,988</strong></td>
<td><strong>$0</strong></td>
<td><strong>$16,103</strong></td>
<td><strong>$46,885</strong></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$487,988</strong></td>
<td><strong>$285,000</strong></td>
<td><strong>$16,103</strong></td>
<td><strong>$186,885</strong></td>
</tr>
</tbody>
</table>

Payment by the Local Government to the State before construction: $7,500.00
ATTACHMENT D-1
REPLACED ARTICLES OF AGREEMENT

Articles in the numerical order of the prime Agreement are deleted in their entirety from the Agreement and replaced:

<table>
<thead>
<tr>
<th>Number</th>
<th>Name of Article</th>
</tr>
</thead>
<tbody>
<tr>
<td>Article 3</td>
<td>Local Project Sources and Uses of Funds</td>
</tr>
<tr>
<td>Article 9</td>
<td>Compliance with Texas Accessibility Standards and ADA</td>
</tr>
<tr>
<td>Article 20</td>
<td>Cost Principles</td>
</tr>
<tr>
<td>Article 21</td>
<td>Procurement and Property Management Standards</td>
</tr>
<tr>
<td>Article 22</td>
<td>Inspection of Books and Records</td>
</tr>
<tr>
<td>Article 23</td>
<td>Civil Rights Compliance</td>
</tr>
<tr>
<td>Article 29</td>
<td>Single Audit Report</td>
</tr>
<tr>
<td>Article 30</td>
<td>Pertinent Non-Discrimination Authorities</td>
</tr>
</tbody>
</table>

The above Articles are replaced in the Agreement with the following:

3. Project Sources and Uses of Funds
The total estimated cost of the Project is shown in Attachment C, Project Budget, (Attachment C) which is attached to and made a part of this Agreement.

A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of Transportation" and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment C. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. The State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

C. Attachment C shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1)
costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. Where Special Approval has been granted by the State under 43 TAC §15.52, the Local Government shall only in that instance be responsible for overruns in excess of the amount specified in Attachment C to be paid by the Local Government.

F. If the Project has been approved for a specified percentage or a periodic payment non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.

G. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of those amounts.

H. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government’s funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State’s estimated construction oversight and construction cost.

I. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

J. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the “Texas Department of Transportation” or may use the State’s Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT’s Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.

K. The State will not pay interest on any funds provided by the Local Government.

L. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.

M. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.

N. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days...
after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

O. Upon completion of the Project, where Special Approval has been granted by the State under 43 TAC 15.52, the State will perform a final accounting of the Project costs. Any funds due by the Local Government, the State, or the federal government will be promptly paid by the owing party.

P. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Q. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

9. Compliance with Accessibility Standards
All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

20. Cost Principles
In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards
The parties to this Agreement shall adhere to the procurement standards established in Title 49 CFR §18.36, to the property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government’s procurement procedures for purchases to be eligible for state or federal funds.
22. **Inspection of Books and Records**

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. **Civil Rights Compliance**

The parties to this Agreement are responsible for the following:

A. **Compliance with Regulations**: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

B. **Nondiscrimination**: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government’s obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. **Information and Reports**: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance**: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

F. **Incorporation of Provisions**: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment,
unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

29. Single Audit Report
If federal funds are used:
A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT’s Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT’s Compliance Division by email at singleaudits@txdot.gov.
C. If expenditures are less than the threshold during the Local Government’s fiscal year, the Local Government must submit a statement to TxDOT’s Compliance Division as follows: "We did not meet the $______ expenditure threshold and therefore, are not required to have a single audit performed for FY ______."
D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

30. Pertinent Non-Discrimination Authorities
During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:
B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).
STATE OF TEXAS

COUNTY OF TRAVIS

ADVANCE FUNDING AGREEMENT
For A
Surface Transportation Program -
Metropolitan Mobility and
Rehabilitation Project
Off-System

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the “State”, and the City of Brownsville, acting by and through its duly authorized officials, called the “Local Government.”

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 114670, authorizing the State to undertake and complete a highway improvement generally described as Southmost Nature Trail called the “Project”; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated ______, 2017, which is attached to and made a part of this agreement as Attachment “A” for the improvement covered by this agreement. A map showing the Project location appears in Attachment “B,” which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

AFA-AFA_LongGen

Page 1 of 14

Revised 10/18/2016
AGREEMENT

1. Period of the Agreement
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

2. Scope of Work
   The Southmost Nature Trail will consist of a 10' wide concrete trail with asphalt sections on existing pavement, centerline stripe, bollards, benches, and drinking fountains. This phase of the Southmost Nature Trail will be a 1.8 mile section from the Brownsville Public Library on Manzano Street south along Brownsville Drainage canal to La Posada Drive continuing south to Albert Gonzalez Head Start Center, as shown on Attachment "B".

3. Local Project Sources and Uses of Funds
   A. The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Government, or other parties are shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

   B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled Local Government Project Procedures and Qualification for the Texas Department of Transportation. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

   C. The Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment.
and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.

D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.

E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, otherwise provided for in this agreement or approved otherwise in an amendment to this agreement. Where Special Approval has been granted by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.

F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

G. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation." The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied by the State to the Project.

H. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If after final Project accounting any excess funds remain, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

I. The State will not pay interest on any funds provided by the Local Government.

J. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.

K. If the Project has been approved for a specified percentage or a "periodic payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the specified percentage or the periodic payment schedule.

L. If the Local government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

M. When Special Approval has been granted by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of those amounts.
N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement
This agreement shall remain in effect until the project is completed and accepted by all parties, unless:
A. The agreement is terminated in writing with the mutual consent of the parties;
B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments
Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies
This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.
7. Utilities
The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State’s request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation
Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.
A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.
B. The Local Government is responsible for the cost of any environmental problem’s mitigation and remediation.
C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
D. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.
E. Before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Texas Accessibility Standards and ADA
All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services
The Local Government has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State’s Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the special specifications and special provisions related to it. For
projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities
   A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
   B. The State will use its approved contract letting and award procedures to let and award the construction contract.
   C. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project’s construction completion.
   D. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance
   Upon completion of Project, Local Government shall be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded.

13. Right of Way and Real Property
   The Local Government is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices
   All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:
Local Government:
Mayor
City of Brownsville
PO Box 911
Brownsville, Texas 78722-0911

State:
Director of Contract Services
Texas Department of Transportation
125 E. 11th Street
Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction
If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

16. Responsibilities of the Parties
The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

17. Ownership of Documents
Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws
The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.
19. Sole Agreement
This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement’s subject matter.

20. Cost Principles
In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards
The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records
The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance
A. Compliance with Regulations: The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.

B. Nondiscrimination: The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government.
of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

D. **Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   a. withholding of payments to the Local Government under the contract until the Local Government complies and/or
   b. cancelling, terminating, or suspending of the contract, in whole or in part.

F. **Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

24. **Disadvantaged Business Enterprise (DBE) Program Requirements**
   A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
   B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
   C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
   D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

25. Debarment Certifications
The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification
In executing this agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into
of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. Federal Funding Accountability and Transparency Act Requirements

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:

http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and

B. The Local Government agrees that it shall:

1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than $25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: https://www.sam.gov/portal/public/SAM/

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and
3. Report the total compensation and names of its top five (5) executives to the State if:
i. More than 80% of annual gross revenues are from the Federal government, and
   those revenues are greater than $25,000,000; and
ii. The compensation information is not already available through reporting to the U.S.
   Securities and Exchange Commission.

29. Single Audit Report
A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502,
   ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
B. If threshold expenditures of $750,000 or more are met during the fiscal year, the Local
   Government must submit a Single Audit Report and Management Letter (if applicable) to
   TxDOT’s Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT’s
   Compliance Division at singleaudits@txdot.gov.
C. If expenditures are less than the threshold during the Local Government's fiscal year, the
   Local Government must submit a statement to TxDOT’s Compliance Division as follows:
   "We did not meet the $______ expenditure threshold and therefore, are not required to
   have a single audit performed for FY______.”
D. For each year the project remains open for federal funding expenditures, the Local
   Government will be responsible for filing a report or statement as described above. The
   required annual filing shall extend throughout the life of the agreement, unless otherwise
   amended or the project has been formally closed out and no charges have been incurred
   within the current fiscal year.
30. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:


B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).


F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).

G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

31. Signatory Warranty
   Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

   THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

[Signature]

[Typed or Printed Name]

[Title]

[Date]

THE STATE OF TEXAS

[Signature]

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

[Date]
ATTACHMENT A
RESOLUTION OR ORDINANCE
Resolution Number 2017-030

A RESOLUTION OF THE CITY OF BROWNSVILLE, TO EXECUTE AN ADVANCED FUNDING AGREEMENT, BETWEEN THE CITY OF BROWNSVILLE AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT), REGARDING THE SOUTHMOST NATURE TRAIL, MANZANO STREET TO LA POSADA DRIVE.

WHEREAS, the City of Brownsville received funding under the Category 7, Metropolitan Mobility and Rehabilitation funds; and,

WHEREAS, to make use of federal funds, an Advanced Funding Agreement must be executed between the City of Brownsville and TXDOT.

Be it resolved by the City of Brownsville, Texas:

PART 1. That the City Commission accepts the Advance Funding Agreement between the City of Brownsville and TXDOT.

PART 2. That this resolution shall become effective on June 6, 2017.

Adopted by the City Commission of the City of Brownsville, Texas on June 6, 2017.

BY: _____________________________
Antonio “Tony” Martinez
Mayor

ATTEST: _________________________
Michael Lopez
City Secretary

Approved as to form and legality:

Mark Sossi, City Attorney

“Approved as to Form and Legality
This 6 day of June 2017
Title Asst City Att’y
Office of the Brownsville City Attorney”
ATTACHMENT C
PROJECT BUDGET

This project has received a total of $375,000 in Category 7, Metropolitan Mobility and Rehabilitation (7MM) funds for construction and construction engineering direct state costs. The project’s construction costs and construction engineering direct state costs will be allocated based on 90% Federal funding and 20% Local Government funding until the federal funding reaches the maximum obligated amount of $300,000. The Local Government will be responsible for 100% of the Preliminary Engineering (PE), environmental document, the Direct State Costs for PE and all project cost exceeding the approved federal funding. The following is an estimated breakdown of the project costs and funding participation:

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Estimated Cost</th>
<th>Federal Participation</th>
<th>State Participation</th>
<th>Local Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>% After EDC Adj.</td>
<td>% After EDC Adj.</td>
<td>% After EDC Adj.</td>
</tr>
<tr>
<td>Preliminary Engineering (by LG)</td>
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<td>0%</td>
<td>100% 100%</td>
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<td>Environmental (by LG)</td>
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<td>0%</td>
<td>100% 100%</td>
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<tr>
<td>Direct State Cost for Prelim.</td>
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<tr>
<td>Engineering 35,635</td>
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<td></td>
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<tr>
<td>Environm. Direct State Costs</td>
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<td>0%</td>
<td>0% 100%</td>
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<td>Right of Way Direct State Costs</td>
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<td>0% 100%</td>
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<td>Utility Direct State Costs (10%)</td>
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<td>(State review and oversight of</td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Construction Engineering) Cat 7</td>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Indirect State Costs (6.2%)</td>
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<td>$300,000</td>
<td>$22,088</td>
<td>$160,635</td>
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</table>

Initial payment by the Local Government to the State: $ 35,635
Payment by the Local Government to the State before construction: $ 75,000
Estimated total payment by the Local Government to the State: $ 110,635
This is an estimate. The final amount of Local Government participation will be based on actual costs.
RESOLUTION NO. 2020-042

A RESOLUTION OF THE CITY OF BROWNSVILLE TO EXECUTE AMENDMENT #1 TO THE ADVANCED FUNDING AGREEMENT BETWEEN THE CITY OF BROWNSVILLE AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT), REGARDING THE SOUTHMOST NATURE TRAIL, MANZANO STREET TO LA POSADA DRIVE.

WHEREAS, on the 9th day of June, 2017, the City Commission for the City of Brownsville approved Resolution No. 2017-030, authorizing the execution of an Advanced Funding Agreement between the City of Brownsville and TXDOT for the Southmost Nature Trail, Manzono Street to La Posada Drive; and

WHEREAS, it is now necessary to amend the Advance Funding Agreement to allow the City of Brownsville to locally let the project.

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

That the City Commission approves the Amendment to the Advance Funding Agreement between the City of Brownsville and TXDOT; and

That the City Commission authorizes the City Manager to execute Amendment #1 to the Advance Funding Agreement attached as Exhibit A and made part hereof for all purposes.

Adopted by the City Commission of the City of Brownsville, Texas on August 4, 2020.

________________________
Trey Mendez
Mayor, City of Brownsville

ATTESTED TO:

________________________
Griselda Rosas
Interim City Secretary
RESOLUTION NO. 2020-042

A RESOLUTION OF THE CITY OF BROWNSVILLE TO EXECUTE AMENDMENT #1 TO THE ADVANCED FUNDING AGREEMENT BETWEEN THE CITY OF BROWNSVILLE AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT), REGARDING THE SOUTHMOST NATURE TRAIL, MANZANO STREET TO LA POSADA DRIVE.

WHEREAS, on the 9th day of June, 2017, the City Commission for the City of Brownsville approved Resolution No. 2017-030, authorizing the execution of an Advanced Funding Agreement between the City of Brownsville and TXDOT for the Southmost Nature Trail, Manzano Street to La Posada Drive; and

WHEREAS, it is now necessary to amend the Advance Funding Agreement to allow the City of Brownsville to locally let the project.

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

That the City Commission approves the Amendment to the Advance Funding Agreement between the City of Brownsville and TXDOT; and

That the City Commission authorizes the City Manager to execute Amendment #1 to the Advance Funding Agreement attached as Exhibit A and made part hereof for all purposes.

Adopted by the City Commission of the City of Brownsville, Texas on August 4, 2020.

Trey Mendez
Mayor, City of Brownsville

ATTESTED TO:

Griselda Rosas
Interim City Secretary
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Felipe Romero, Communications and Marketing Director
Date: Tuesday, August 4, 2020
Agenda #: Consideration and ACTION to authorize three (3) billboard agreements in the amount of $59,181, with Lamar Advertising Company, LAC-58-0820. (Communications and Marketing Department)

Summary:
For the past 4-5 years, the Brownsville Convention and Visitors Bureau (CVB) has executed an agreement with Lamar Advertising Company for a billboard located on I-35. As stated in the Brownsville Convention & Visitors Bureau (CVB) Resiliency Plan, the City’s marketing efforts are focusing on staycation and drive market audiences. As the sole billboard provider in the area, the Lamar Advertising Company has shared three (3) recently available billboards in a prime location. One is located off I-35, 2719 Sta. Ursula and the second billboard is located off US HWY 83, 20th St. in Laredo, Texas. These billboards have combined weekly impressions totaling over 300,000 that can reach upwards of $16 million impressions over the term of the agreements.

Additionally, there is a local billboard available that would be ideal for COVID-19 messaging. This location, SS HWY 100 @ HWY 48, is a tri-facing bulletin targeting island goers. This billboard has a weekly impression total of 65,122.

Project Scope and Analysis:
These three billboards allow both the City of Brownsville and the CVB to promote the City as a prime location to visit safely, as cultural organizations and local businesses begin to reopen. Additionally, it will promote islander goers to practice necessary precautions as they return home. Attached is the contract and specifications of each billboard.

The agreements include the Services Dates of 07/06/20-07/04/21 for a total contract amount of $59,181.00. Funding for this request is available through the CVB Advertising Fund Account 11-517-766 and COVID Fund Account 01-549-766.

Funding:
Source: Convention and Visitors Bureau Fund 11-517-766
COVID Fund 01-549-766
Amount: $50,400
$8,781
Local Contribution if Applicable:

Recommendation:
Staff recommends approval.
Commission Pillar:
Quality of Life Pillar

Attachments:
1. 77477 Laredo Agreement (stamped and signed)
2. 77318 Laredo Agreement (stamped and signed)
3. Lamar Advertisement Co. - Procurement Analysis - 2020
4. Hwy 100 (stamped and signed)
**CONTRACT # 3444592**

### CONTACTED DIRECTLY BY ADVERTISER

<table>
<thead>
<tr>
<th>Customer #</th>
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<tbody>
<tr>
<td>Name</td>
<td>BROWNSVILLE CONVENTION &amp; VISITORS BUREAU</td>
</tr>
<tr>
<td>Address</td>
<td>650 RUBEN M TORRES BLVD</td>
</tr>
<tr>
<td>City/State/Zip</td>
<td>BROWNSVILLE, TX 78520</td>
</tr>
<tr>
<td>Contact</td>
<td>MONICA TELLAM</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:MONICA.TELLAM@COB.US">MONICA.TELLAM@COB.US</a></td>
</tr>
<tr>
<td>Phone #</td>
<td>(956) 547-6874</td>
</tr>
<tr>
<td>Fax #</td>
<td></td>
</tr>
<tr>
<td>P.O./Reference #</td>
<td></td>
</tr>
<tr>
<td>Advertiser/Product</td>
<td>BROWNSVILLE CONVENTION &amp; VISITORS BUREAU</td>
</tr>
<tr>
<td>Campaign</td>
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### Production/Other Services

<table>
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<th>Service Dates</th>
<th># Billing Periods</th>
<th>Invest Per Period</th>
<th>Cost</th>
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<td>07/06/20</td>
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**Total Production/Other Services Costs:** $500.00

### Space

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<tr>
<th>Panel #</th>
<th>TAB ID</th>
<th>Market</th>
<th>Location</th>
<th>Illum</th>
<th>Media Size</th>
<th>Misc</th>
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<tbody>
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<td>07477</td>
<td>30849649</td>
<td>078-LAREDO, TX</td>
<td>US Hwy 83, .5mi, N/O</td>
<td>Yes</td>
<td>Perm Bulletin</td>
<td>10' 6&quot; x 36' 6&quot;</td>
<td>08/03/20-08/01/21</td>
<td>13</td>
<td>$1,400.00</td>
<td>$18,200.00</td>
</tr>
</tbody>
</table>

**Total Space Costs:** $18,200.00

**Total Costs:** $18,700.00

Special Considerations: INVOICES BILL EVERY 4 WEEKS AND ARE DUE NET 30 DAYS.
TO MAINTAIN EXISTING LOCATION, IT IS NECESSARY TO HAVE AN EXECUTED CONTRACT IN 30 DAYS PRIOR TO EXPIRATION.

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidum with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waive notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the City Manager (Officer/Title) of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

---

**Customer:** BROWNSVILLE CONVENTION & VISITORS BUREAU

**Signature:**

(signature above)

**Name:**

(print name above)

**Date:**

(date above)
STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.

2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.

3. Payment Terms: Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non-designated payments will be applied to the oldest invoices outstanding.

4. Service Interruptions: If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.

5. Entire Agreement: This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

6. Copy Acceptance: Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.

7. Termination: All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.

8. Materials/Storage: Production materials will be held at customer's written request. Storage fees may apply.

9. Installation Lead Time: A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.

10. Customer Provided Production: The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.

11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.
**CONTRACT # 3444610**

### CONTRACTED DIRECTLY BY ADVERTISER

<table>
<thead>
<tr>
<th>Customer #</th>
<th>Name</th>
<th>Address</th>
<th>City/State/Zip</th>
<th>Contact</th>
<th>Email Address</th>
<th>Phone #</th>
<th>Fax #</th>
<th>P.O.J Reference #</th>
<th>Advertiser/Product</th>
<th>Campaign</th>
</tr>
</thead>
<tbody>
<tr>
<td>733115-0</td>
<td>BROWNSVILLE CONVENTION &amp; VISITORS BUREAU</td>
<td>650 RUBEN M TORRES BLVD</td>
<td>BROWNSVILLE, TX 78520</td>
<td>MONICA TELLAM</td>
<td><a href="mailto:MONICA.TELLAM@COB.US">MONICA.TELLAM@COB.US</a></td>
<td>(956) 547-6874</td>
<td></td>
<td></td>
<td>BROWNSVILLE CONVENTION &amp; VISITORS BUREAU</td>
<td></td>
</tr>
</tbody>
</table>

### Production/Other Services

<table>
<thead>
<tr>
<th>Department</th>
<th>Plant</th>
<th>Production Type</th>
<th>Misc</th>
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<th># Billing Periods</th>
<th>Invest Per Period</th>
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<tbody>
<tr>
<td>Vinyl</td>
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**Total Production/Other Services Costs:** $500.00

### Space

<table>
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<tr>
<th>Panel # TAB ID</th>
<th>Market</th>
<th>Location</th>
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<th>Service Dates</th>
<th># Billing Periods</th>
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<th>Cost</th>
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<tbody>
<tr>
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<td>078-LAREDO, TX</td>
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<td>Perm Bulletin</td>
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<td>07/06/20-07/04/21</td>
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</table>

**Total Space Costs:** $31,200.00

**Total Costs:** $31,700.00

---

**Special Considerations:**

INVOICES BILL EVERY 4 WEEKS AND ARE DUE NET 30 DAYS.
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---

**Customer:** BROWNSVILLE CONVENTION & VISITORS BUREAU

**Signature:**

(signature above)

**Name:**

(print name above)

**Date:**

(date above)

---

**THE LAMAR COMPANIES**

This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.

**ACCOUNT EXECUTIVE:** Alyssa Flores

**GENERAL MANAGER**

**DATE**

*Signature of Approver*

---

*Approved as to Form and Legality*

This [date] day of [month], 2020

**Title:** Office of the Brownsville City Attorney

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Page 111 of 374
STANDARD CONDITIONS

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12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.
Date:    July 27, 2020
To:    Noel Bernal, City Manger
From:    Mr. Lupe Granado III, Financial Director
CC:    Mr. Jose F. Perez, Interim Procurement & Contract Manager
       Mr. Felipe Gabriel Romero, Director of Communications & Marketing

Subject:
Advertisement Services from Lamar Advertisement Company, the Brownsville Visitors Bureau
and the City of Brownsville to promote our City as prime location to visit safely as organizations
and local businesses begin to reopen – Project # LAC-58-0820

At the request of Felipe Romero, Director of Communications & Marketing – Procurement
Services reviewed the request to invoke the Exemption Clause under local Government Code
sec. §252.022 (16) General Exemptions:

   16) Advertising, other than legal notices

Under §252.022, “General Exemptions” of the Texas Government Code, the bidding
requirement has been satisfied. Therefore, advertisement or invitations for sealed formal bids
were not required for the procurement.

Procurement Summary:

Lamar Advertisement Company is eligible for advertisement services from July 6, 2020 to July 4,
2021 in the amount of $59,181.00.
## CONTRACT # 3437887

### CONTRACTED DIRECTLY BY ADVERTISER

<table>
<thead>
<tr>
<th>Customer #</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
<td>BROWNSVILLE CONVENTION &amp; VISITORS BUREAU</td>
</tr>
<tr>
<td>Address</td>
<td>650 RUBEN M TORRES BLVD</td>
</tr>
<tr>
<td>City/State/Zip</td>
<td>BROWNSVILLE, TX 78520</td>
</tr>
<tr>
<td>Contact</td>
<td>MONICA TELLAM</td>
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<tr>
<td>Email Address</td>
<td><a href="mailto:MONICA.TELLAM@COB.US">MONICA.TELLAM@COB.US</a></td>
</tr>
<tr>
<td>Phone #</td>
<td>(956) 547-6874</td>
</tr>
<tr>
<td>Fax #</td>
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<tr>
<td>P.O./Reference #</td>
<td></td>
</tr>
<tr>
<td>Advertiser/Product</td>
<td>BROWNSVILLE CONVENTION &amp; VISITORS BUREAU</td>
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<tr>
<td>Campaign</td>
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### Production/Other Services

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<tr>
<th>Department</th>
<th>Plant</th>
<th>Production Type</th>
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<th>Service Dates</th>
<th># Billing Periods</th>
<th>Invest Per Period</th>
<th>Cost</th>
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<td>1</td>
<td>$500.00</td>
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**Total Production/Other Services Costs:** $500.00

### Space

#### # of Panels: 1

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<th>Service Dates</th>
<th># Billing Periods</th>
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</thead>
<tbody>
<tr>
<td>47270</td>
<td>045-CAMERON COUNTY, TX</td>
<td>SS HWY 100 @ HWY 48 TRI-FACE, PTL</td>
<td>Yes Perm Bulletin</td>
<td>10’6” x 36’6”</td>
<td>07/06/20-07/04/21</td>
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<td>$8,281.00</td>
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</table>

**Total Space Costs:** $8,281.00

**Total Costs:** $8,781.00

### Special Considerations:

TO MAINTAIN EXISTING LOCATIONS IT IS NECESSARY TO HAVE AN EXECUTED CONTRACT IN 60 DAYS PRIOR TO EXPIRATION.

Q.1 10’6X36 VINYL

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidid with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the City Manager (Officer/Title) of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

### Customer:

BROWNSVILLE CONVENTION & VISITORS BUREAU

### Signature:

(signature above)

### Name:

(print name above)

### Date:

(date above)

**“Approved as to Form and Legality**

This day of __________, 20__

Title: ________________

Office of the Brownsville City Attorney
THE LAMAR COMPANIES

ACCOUNT EXECUTIVE: Alyssa Flores

GENERAL MANAGER

STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.

2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.

3. Payment Terms: Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.

4. Service Interruptions: If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00 p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.

5. Entire Agreement: This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

6. Copy Acceptance: Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.

7. Termination: All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.

8. Materials/Storage: Production materials will be held at customer's written request. Storage fees may apply.

9. Installation Lead Time: A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.

10. Customer Provided Production: The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warrant against fading and tearing.

11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.
To: Mayor and City Commission
Through: Noel Bernal, City Manager

From:

Date: Tuesday, August 4, 2020

Agenda #: Consideration and ACTION to approve Resolution Number 2020-075 requesting that the Texas Department of Transportation (TxDOT) continue to include the East Loop Project in the 2021 Unified Transportation Program (UTP), fully funding it for construction and add it to the State Highway System.(Multimodal Transportation - Mobility).

Summary:
The Texas Department of Transportation (TxDOT) added the East Loop Project into their draft 2021 Unified Transportation Program (UTP). The resolution is in support of the East Loop Project and requests that the Texas Department of Transportation continue to include it into their 10-year plan for construction.

Project Scope and Analysis:
The East Loop Project is an important future corridor that will improve the movement of services and goods both to and from the Port of Brownsville and the U.S/Mexico Border, while improving the current traffic conditions within the city limits.

Funding:
Source:
Amount:
Local Contribution if Applicable:

Recommendation:
Staff Recommends Approval.

Commission Pillar:
Infrastructure Pillar

Attachments:
1. East Loop COB Resolution 08.04.20
RESOLUTION NO. 2020-075

East Loop Project

BE IT RESOLVED THAT ON THE 4th DAY OF AUGUST, 2020, THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, CONVENELED, AND THE FOLLOWING ITEM WAS PLACED ON THE AGENDA OF THE CITY FOR SUCH MEETING PURSUANT TO CHAPTER 551 OF THE TEXAS GOVERNMENT CODE (THE TEXAS OPEN MEETINGS ACT), TO BE CONSIDERED:

WHEREAS, the City of Brownsville, Cameron County, and the Cameron County Regional Mobility Authority (CCRMA) are developing the East Loop Project; and

WHEREAS, the Texas Department of Transportation (TxDOT) is a partner with the City of Brownsville, Cameron County and the CCRMA; and

WHEREAS, the East Loop Project would create a new transportation corridor connecting the Veterans International Bridge at Los Tomates with the Port of Brownsville and reduce congestion and improve safety on International Boulevard; and

WHEREAS, TxDOT’s Draft 2021 Unified Transportation Program (UTP) lists the East Loop Project and provides for partial funding.

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of Brownsville requests that the Texas Transportation Commission continue to include the East Loop Project on the 2021 UTP, that it provide the remaining funding for construction and that the Project be placed on the State Highway System.

Passed, Approved and Adopted on this 4th day of August 2020.
CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS

JUAN “TREY” MENDEZ, III
MAYOR, CITY OF BROWNSVILLE

JOHN COWEN, JR.
MAYOR PRO TEM

ROSE M. Z. GOWEN
CITY COMMISSIONER, AT-LARGE “B”

NURITH GALONSKY PIZANA
COMMISSIONER, DISTRICT 1

JESSICA TETREAU-KALIFA
COMMISSIONER, DISTRICT 2

JOEL MUNGUIA
COMMISSIONER, DISTRICT 3

BEN NEECE
COMMISSIONER, DISTRICT 4

ATTEST:
GRISELDA ROSAS
INTERIM CITY SECRETARY
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Felix Sauceda, Jr., Police Chief
Date: Tuesday, August 4, 2020
Agenda #: Consideration and ACTION to approve an Interlocal Agreement between the City of Brownsville and Cameron County Emergency Communications District for the temporary use of laptops to be utilized as Mobile Workstation Command Posts. (Police Department)

Summary:
The Brownsville Police Department is respectfully requesting city commission approval to enter into an Interlocal Agreement with the Cameron County Emergency Communications District (C.C.E.C.D.) for the Temporary Use of Laptops to be utilized as Mobile Workstation Command Posts. The Interlocal Agreement Memorandum of Understanding with the C.C.E.C.D. is for the period of July 15, 2020 through July 15, 2022. The Interlocal Agreement sets forth the rights and responsibilities of the parties with respect to Laptops provided by the C.C.E.C.D. which are to be used for the 911 service of Brownsville. Said Laptops are being temporarily loaned to the Brownsville Police Department to allow for their use during the COVID-19 Pandemic and to allow for dispatchers at the Brownsville Police Department to be able to continue to operate while following social distancing guidelines. This cost saving measure comes in the form of not having to purchase laptops that require special software and maintenance due to the operation of the 911 system and are expensive. The separation of dispatchers falls in line with the continuity plan and keeping our staff safe. The goal of this agreement is pro-active as we continue to evolve and move forward into the pandemic, providing service to the public, and keeping our staff safe.

Project Scope and Analysis:

Funding:
Source: 
Amount: 
Local Contribution if Applicable: 

Recommendation:
Staff recommends approval.
Commission Pillar:
Governance Pillar

Attachments:
1. Inter-Local Agreement BPD CCECD
INTERLOCAL AGREEMENT FOR TEMPORARY USE OF LAPTOPS TO BE UTILIZED AS MOBILE WORKSTATION COMMAND POSTS

Article 1: Parties & Purpose

1.1 The CAMERON COUNTY EMERGENCY COMMUNICATIONS DISTRICT (CCECD) is an Emergency Communications District (ECD) created by the Texas Health and Safety Code, Chapter 772. CCECD provides 911 service for Cameron County (Region).

1.2 THE CITY OF BROWNSVILLE (Local Government) is a local government that operates Public Safety Answering Point (PSAP).

1.3 Purpose The purpose of this agreement is to set out the rights and responsibilities of the parties with respect to laptops provided by CCECD ("9-1-1 Laptops" or "Laptops") which are to be used for the 911 service in Brownsville. Said Laptops are being temporarily loaned to Brownsville Police Department to allow for its using during the Covid-19 Pandemic and to allow for dispatchers at Brownsville Police Department to be able to continue to operate while following social distancing guidelines.

Article 2: Applicable Law

2.1 Applicable laws include, but are not limited to, the Texas Health and Safety Code Chapter 771 and 772.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain the laptops and accessories as set forth in Attachment D (hereinafter referred to as "Laptops") located at the Brownsville Police Department 600 E. Jackson, St., Brownsville, Texas;

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week for the City of Brownsville and;

3.1.3 Cooperate with the CCECD in providing and maintaining suitable Laptop space meeting all technical requirements (please refer to Attachment C: Site Requirements).

3.2 Ownership, Transference & Disposition of Equipment

3.2.1. CCECD and the Local Government shall comply with Applicable Law, in regard to the ownership, transfer of ownership, and/or control of 9-1-1 Laptops acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service.

3.2.2 CCECD shall establish ownership of all 9-1-1 Laptops located within the Local Government's jurisdiction. CCECD will maintain ownership of all 9-1-1 Laptops and will 2
required the Local Government to sign the Ownership Agreement included as Attachment A of this Agreement.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 Laptops against loss, damage or theft.

3.2.4 Replacement insurance on 9-1-1 Laptops shall be purchased and maintained by the City of Brownsville and proof of insurance shall be provided so that it may be added to this Agreement as Attachment E.

3.2.5 CCECD shall be reimbursed by the Local Government for any damage to 9-1-1 Laptops other than ordinary wear and tear.

3.2.6 Local Government may not part with possession or control of the Laptops or dispose of any of the Laptops. Local Government may not pledge, encumber, create a security interest in, or permit any lien to become effective on any Laptops.

3.3 Inventory

3.3.1 CCECD shall maintain a current inventory of all 9-1-1 Laptops consistent with Applicable Law and shall provide a copy to the Local Government for insurance purposes (please refer to Attachment D);

3.3.2 All 9-1-1 Laptops shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 Laptops shall be reported to CCECD as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 Laptops and related data only to authorized personnel.

3.5 Training

3.5.1 PSAP's are required to attend all trainings scheduled by CCECD regardless if you are a new or existing telecommunicator. Furthermore, the Local Government shall notify the CCECD of any new 9-1-1 call takers. Local Government is responsible for ensuring that all 9-1-1 call takers and operators are adequately trained to use and maintain the Laptops.

3.6 Operations

The Local Government shall:

3.6.1 Designate a PSAP supervisor and provide related contact information to CCECD;

3.6.2 Monitor and test the 9-1-1 Laptops and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or CCECD;
3.6.3 Allow 24-hour access to the 9-1-1 Laptops for audits, repairs and maintenance services, as required or needed by CCECD staff or maintenance provider;
3.6.4 Assist CCECD in conducting inspections of all 9-1-1 Laptops at the PSAP as identified by CCECD for quality assurance;
3.6.5 Make no changes to 9-1-1 Laptops, software or programs without prior written consent from CCECD.

3.6.6. Local Governments must use the Laptops in a careful and proper manner. Local Government agrees that the Laptops will be used in accordance with any applicable laws and regulations and by fully qualified personnel only. Local Government agrees to reimburse CCECD in full for any and all damage to the property arising from any misuse or negligent act by Local Government, its employees, its agents or guests.

Article 4: Performance Monitoring

4.1 The CCECD reserves the right to perform on-site monitoring of the 9-1-1 Laptops for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from CCECD for such purposes.

Article 5: Assignment

5.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 6: Nondiscrimination and Equal Opportunity

6.1 CCECD and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 7: Dispute Resolution

7.1 Disputes include, but are not limited to, disagreement between the parties about the Applicable Law or policy, or this Agreement.

7.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Agreement, until they have exhausted the procedures set out in this Agreement.

7.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between 4
the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

7.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

7.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

7.6 If mediation does not resolve the parties’ dispute, the parties may pursue their legal and equitable remedies.

Article 8: Notice to Parties

8.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party’s address specified in this Article and signed on behalf of the party.

8.2 The CCECD’s address is:

CAMERON COUNTY EMERGENCY COMMUNICATIONS DISTRICT (CCECD)
Attn: Silvia Barajas
501 Camelot Drive
Harlingen, Texas 78550

The Local Government’s address is:
City of Brownsville
1001 E. Elizabeth St.
Brownsville, Texas 78520

8.3 A party may change its address by providing notice of the change in accordance with paragraph 8.1.

Article 9: Effective Date and Term

9.1 This Agreement is effective as of July 15, 2020 and shall terminate on July 15, 2022, unless terminated sooner at the option of CCECD or extended by agreement.

9.2 On the expiration of this Agreement, or on any earlier termination of this Agreement, Local Government must return all of the Laptops to CCECD in good repair, condition, and working order, less normal wear, tear, and depreciation.
9.3 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

9.4 If this Agreement is terminated for any reason, CCECD shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

Article 10: Force Majeure

10.1 CCECD may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with CCECD.

Article 11: Confidentiality

11.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

11.2 The Local Government or its duly authorized representative will notify CCECD upon receipt of any requests for information.

Article 12: Miscellaneous

12.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

12.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

12.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

12.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.
12.5 The following Attachments are part of this Agreement:
Attachment A Ownership Agreement
Attachment B Scope of Work
Attachment C Site Requirements
Attachment D PSAP Equipment Inventory (provided by CCECD)
Attachment E PSAP Insurance (provided by local government)

12.6 This Agreement is binding on, and to the benefit of, the parties’ successors in interest.

12.7 This Agreement is executed in duplicate originals.

CAMERON COUNTY EMERGENCY COMMUNICATIONS DISTRICT

By: 
Printed Name: Silbia Barajas
Title: Executive Director

Signature
Date:

CITY OF BROWNSVILLE

By: 
Printed Name: TREY MENDEZ
Title: Mayor

Signature
Date:

Approved as to legality and form this 16th day of June, 2020

[Stamp]

Office of the City Attorney
100 E. Elizabeth Street
Brownsville, TX 78520
Phone (956) 548-6011
Fax (956) 546-4291
Attachment A
Ownership Agreement

As stipulated in Article 3 of the Agreement, CCECD shall establish ownership of all 9-1-1 Laptops located within the Local Government’s jurisdiction.

CCECD hereby establishes all 9-1-1 Laptops located at the Brownsville Police Department at 600 E. Jackson, St. Brownsville, Texas, in Cameron County, to be the property of CAMERON COUNTY EMERGENCY COMMUNICATIONS DISTRICT (CCECD), hereinafter referred to as “Owner”.

See Attachment D for an itemized listing of 9-1-1 Laptops hereby defined as the property of Owner.

CAMERON COUNTY EMERGENCY COMMUNICATIONS DISTRICT
By:
Printed Name: Silvia Barajas
Title: Executive Director
Date:

CITY OF BROWNsville
By:
Printed Name: Trey Mendez
Title: Mayor
Date: 8

Approved as to legality and form this 16th day of June, 2020.

Office of the City Attorney
1001 E. Elizabeth Street
Brownsville, TX 78520
Phone: (956) 546-6011
Fax: (956) 546-4291
Attachment B
Scope of Work

Section 1.0 — Scope:
CCECD executes interlocal agreements between itself and its member local governments relating to planning, development, operation, and provision of 9-1-1 services.

1.1 The basic equipment categories are:
   A. 9-1-1 Equipment
      i. 9-1-1 Laptops as specifically identified in Attachment D (PSAP Laptop Inventory)

Section 2.0 — Program Deliverables:

Local Government agrees to comply with all applicable law, and CCECD policies as they pertain to the 9-1-1 Laptops to provide the following deliverables:

2.1 Inventory:

2.1.1 CCECD shall maintain 9-1-1 Laptop records and conduct an annual physical inventory.

2.2 Security:

2.2.1 Local Government will protect the 9-1-1 Laptops by implementing measures that secure the premises (including equipment room) of its PSAPs against unauthorized entrance for use. CCECD agrees to follow security access requirements established by Local Government.

2.2.2 Local Government will implement procedures and take appropriate security measures necessary to prevent unauthorized third-party software use on CPE or 9-1-1 Laptops.

2.2.3 Local Government shall not attach nor integrate any hardware device or software application without prior written approval of CCECD. Further, no unauthorized person shall configure, manipulate, or modify any hardware device or software application. Such authority can only be granted by CCECD.

2.2.4 Local Government will adhere to Health & Safety Code, Section 771.081, Confidentiality of Information, in maintaining all 9-1-1 data. 9


2.3 Maintenance:

2.3.1 CCECD shall practice and require preventative maintenance on all 9-1-1 Laptops, software, and databases, including, at a minimum, backing up data as necessary.

2.3.2 Local Government will provide upkeep of 9-1-1 Laptops and areas by ensuring cleanliness.

2.3.3 Local Government shall notify CCECD of any scheduled maintenance on 911 Laptops, at least 48 hours prior to work being done.

2.3.4 Local Government shall notify CCECD of any power or generator outages that affect the 9-1-1 Laptops and document them in trouble/maintenance logs.

2.3.5 Local Government may call for technical assistance or make trouble reports by dialing 888-414-2738.

2.4 Training:

Local Government shall:

2.4.1 Provide telecommunicators access to emergency communications 9-1-1 Laptop training as approved by CCECD's training staff, or as determined by the Local Government.

2.5 Facilities:

2.5.1 Local Government shall meet minimum site requirements for backroom equipment. Most expenses associated with this are the responsibility of the PSAP.

2.5.2 Local Government's 9-1-1 Laptop room and communications area shall be in compliance with the American with Disability Act of 1990.

2.5.3 CCECD staff and contracted vendors shall have access to the 9-1-1 Laptop room and communications area on 24x7x365 basis without prior notice.

2.5.4 Refer to Attachment C of this Interlocal Agreement for detailed requirements.
Attachment B Scope of Work (continued)

2.6 Operations:

Local Government shall:

2.6.1 Check 9-1-1 Laptops for proper operation and user familiarity.

2.6.2 Provide an admin phone line answered by a telecommunicator 24 hours a day. Any change to this telephone number shall be reported to CCECD in writing or by email.

2.6.3 Comply with CCECD policy and procedures for 9-1-1 Laptop moves/changes.

2.6.4 Be held responsible for any unauthorized work or changes not compliant to CCECD policy and procedures. Rev 071917 26
Attachment C SITE REQUIREMENTS

1. GENERAL

1.1. Introduction

1.1.1 The following information is for preparing and maintaining the 9-1-1 Laptop site. The requirements and guidelines are given to promote a safe environment for Laptop and installation personnel and to ensure a reliable 9-1-1 system.

2. PSAP SITE PREPARATION REQUIREMENTS

2.1. General Requirements and Guidelines

2.1.1 The PSAP is responsible for costs associated with adhering to the requirements in this section and that applicable local ordinances and regulations are followed.

2.1.2 Deviation from requirements should be documented for review by CCECD 9-1-1 staff.

2.2. Equipment Area

2.2.1 A maintenance space or access area around the 9-1-1 Laptops units should be available. This area must remain clear of all desks, machines, shelves, cabinets and storage. CCECD personnel will not move PSAP material to gain access to equipment or backboards.

2.2.2 The 9-1-1 Laptop area should be kept as dust free as possible during and after installation. Floors need to be clean, dry level and free from vibration. Ensure wall and ceiling finishes are of a dust free surface that can be cleaned and will not flake.

2.2.3 A minimum clear ceiling height of 8" under girders or other obstructions throughout the equipment is needed.

2.3. Environmental Requirements and Guidelines

2.3.1 The ambient temperature and relative humidity in the 9-1-1 Laptops area should be maintained in a range of 55 to 70 degrees Fahrenheit with relative humidity in the range of 20 to 35 percent.

2.3.2 9-1-1 Laptops need an air-conditioned space, with adequate airflow and no condensation.

2.3.3 9-1-1 Laptops shall not be installed in rooms in which a major heat source (i.e., boiler room, furnace room) can affect the ambient room temperature significantly. Rev. 071917 12
Attachment C SITE REQUIREMENTS (CONTINUED)

2.3.4 9-1-1 Laptops should not be installed in a flood-prone space or area with high risk of water damage.

2.3.5 To avoid contamination by any process or condition involving silicone based lubricants, inks, dust, solvents or other airborne contaminants, the 9-1-1 Laptops shall not be located in the same room with copying machines, printing presses and card punch machines, asbestos materials and/or wet cell batteries.

2.4. Electromagnetic Interference

2.4.1 The 9-1-1 Laptops shall be located in an area that meets the following objectives:

2.4.2 Interference from electromagnetic fields less than 2 volts per meter.

2.4.3 No interference from licensed radio communication equipment, such as in FCC Rule 15 equipment.

2.4.4 No interference from electromagnetic noise, such as might be generated by electric motors with communicators. Rev. 071917 13
ATTACHMENT D
CAMERON COUNTY EMERGENCY

COMMUNICATION DISTRICT
COMMAND POST PORTABLE 9-1-1 WORKSTATION LAPTOP
EQUIPMENT DELIVERY FORM

The following Command Post 9-1-1 Mobile Workstation equipment has been issued to BROWNSVILLE POLICE DEPARTMENT by the Cameron County Emergency Communication District. I certify that I have inspected the following new equipment issued to our agency and that the equipment is in working condition.

MOBILE WORKSTATION COMMAND POST 1:

1) Black Heavy Duty Command Post Carrying Case Labeled: CCECD-CP01

2) HP ZBook 15 G3 - Laptop/Mobile Workstation - Labled: vestareMOTE02
   a. Vendor: VESTA
   b. Serial Number: CND73173TT
   c. HP Laptop Charging Cable (CT: WFDBH0DAR83A09)
   d. HP Computer Mouse (CT: FCMH1.0EW293701)

4) AIRBUDS DS Communication Sound Arbitration Module
   a. Model: Sound Arbitration Module (SAM)
   b. Serial Number: 14987B
   c. Sound Arbitration Module Power Cable Module: SA120G-05V
   d. Black VGA (PART Number: 833401-00101G-10) Cable
   e. Black USB Shielded High Speed Cable
   f. 2 Black SAM Mounting Brackets & mounting screws

5) Black Sound Arbitration Module (SAM) Jackbox (4210031G-02-SR04) (W/O 0003008)

6) Black Hand Held Phone with jackbox connection

7) 1 Fellowes Power Strip - Model: 99111

8) 1 Black Telephone Cable

9) 1 Gray Telephone Cable

10) 1 Gray (Boat) Grounding Cable

Rev. 071917 14
11) 1 Black RJ45 Cable 6' (2213837-1-SR2)

12) HP Docking Station (P/N: P5Q58AA#ABA)(Serial Number: CND748352Y) a. Black Docking Power Cable (Part Number: 843010-001) (D/C: 1743)

13) McAfee VirusScan 8.8 Software CD
14) HP Windows ® 10 Pro Operating System DVD Software CD
15) HP Application and Driver Recovery DVD Software CD


17) VESTA ® / Sentinel ® 4 Firewall and VPN Configuration Guide

18) VESTA ® / Sentinel ® 4 CommandPost Setup Diagram & Quick References Guide

MOBILE WORKSTATION COMMAND POST 2

1) Black Heavy Duty Command Post Carrying Case – Labeled: CSCP01

2) HP ZBook 15 G3 - Laptop/Mobile Workstation - Labeled: CSCP01
   a. Vendor: VESTA
   b. Serial Number: CND7333T79
   c. HP Laptop Charging Cable (CT: WFDBH0CAR69H1F)
   d. HP Computer Mouse (CT: FCMHL0EW2800FF)

3) Sentinel USB Licencing Key (HL BASIC BRRKX-IRR) with AIRBUS DEFENSE & SPACE (IRR-3213312G-01-SR01) key ring

4) AIRBUS DS Communications Sound Arbitration Module
   a. Model: Sound Arbitration Module (SAM)
   b. Serial Number: 15003 B
   c. Sound Arbitration Module Power Cable Model: SA120G-05V
   d. Black VGA (Part Number: 833401-0010G-10) Cable
   e. Black USB Shielded High Speed Cable
   f. 2 Black SAM Mounting Brackets & mounting screws.

5) Black Sound Arbitration Module (SAM) Jackbox (4210031G-02-SR04) (W/O 0003008)

6) Black Hand Held Phone with jackbox connection

7) 1 Fellowes Power Strip – Model: 99111

8) 1 Black Telephone Cable

Rev. 071917
9) 1 Gray Telephone Cable

10) 1 Gray (Boat) Grounding Cable

11) 1 Black RJ45 Cable 6' (2213837-1-SR2), 1 BLK MONOPRICE 10’ CABLE (RJ45)

12) Black AIRBUS DS Communications (4210022G-12-SR02 / TN100559) Speaker

13) HP Docking Station (P/N: P5Q58AA#ABA) (Serial Number: CND71346BK)
    a. Black Docking Power Cable (Part Number: 843010-001) (D/C: 1709)

14) McAfee VirusScan 8.8 Software CD

15) HP Windows® 10 Pro Operating System DVD Software CD

16) HP Application and Driver Recovery DVD Software CD


18) VESTA ® / Sentinal ® 4 Firewall and VPN Configuration Guide

19) VESTA ® / Sentinal ® 4 CommandPost Setup Diagram & Quick Reference Guide

**MOBILE WORKSTATION COMMAND POST 3**

1) Black Heavy Duty Command Post Carrying Case – Labeled: CSCP02

2) HP ZBook 15 G3 – Laptop/Mobile Workstation – Labeled: CommandPost 03 or vestaremote03
   a. Vendor: VESTA
   b. Serial Number: CND73173TV
   c. HP Laptop Charging Cable (CT: WFDBH0CAR69GSH)
   d. HP Computer Mouse (CT: FCML0EW27734T)

3) Sentinal USB Licencing Key (HL BASIC BRRKX-IRR) with AIRBUS DEFENSE & SPACE (IRR-3213312G-01-SR01) key ring

4) AIRBUS DS Communications Sound Arbitration Module
   a. Module: Sound Arbitration Module (SAM)
   b. Serial Number: 15002 B
   c. Sound Arbitration Module Power Cable Model: SA 120G-05V
   d. Black VGA (Part Number: 833401-00101G-10) Cable
   e. Black USB Shielded High Speed Cable
   f. 2 Black SAM Mounting Brackets & Mounting screws

5) Black Sound Arbitration Module (SAM) Jackbox (4210031G-02-SR04 / W/O 0003008)

Rev. 071917 16
6) Black Hand Held Phone with jackbox connection

7) 1 Fellowes Power Strip - Model: 99111

8) 1 Black Telephone Cable

9) 1 Gray Telephone Cable

10) 1 Gray (Boat) Grounding Cable

11) 2 Black RJ45 Cables

12) Black AIRBUS DS Communications (4210022G-12-SR02 / TW100449) Speaker

13) HP Docking Station (P/N:P5Q58AA#ABA)(Serial Number: CND713469Y) a. Black Docking Power Cable (Part Number: 843010-001) (D/C: 1709)

14) McAfee VirusScan 8.8 Software CD

15) HP Windows® 10 Pro Operating System DVD Software CD

16) HP Application and Driver Recovery DVD Software CD


18) VESTA ® / Sentinel ® 4 Firewall and VPN Configuration Guide

19) VESTA ® / Sentinel ® 4 CommandPost Setup Diagram & Quick Reference Guide

**MOBILE WORKSTATION COMMAND POST 4**

1) Black Heavy Duty Command Post Carrying Case – Labeled: SBCP01

2. HP ZBook 15 G3 - Laptop/Mobile Workstation - veStaremote01
   a. Vendor: VESTA
   b. Serial Number: CND73173TW
   c. HP Laptop Charging Cable (CT: WFDBH0DAR839ZS)
   d. HP Computer Mouse (CT: FCMHL0EW2800GC)

3) Sentinel USB Licencing Key (HL BASIC BRRKX-IPR) with AIRBUS DEFENSE & SPACE (IRR-3213312G-01-SR01) key ring

4) AIRBUS DS Communications Sound Arbitration Module a. Model: Sound Arbitration Module (SAM)
   b. Serial Number: 16383 B
   c. Sound Arbitration Module Power Cable Model:SA150G-05V

Rev. 071917 17
d. Black VGA (833401-00101G-10) Cable  
e. Black USB Shielded High Speed Cable  
f. 2 Black SAM Mounting Brackets & mounting screws

5) Black Sound Arbitration Module (SAM) Jackbox (4210031G-02-SR04) (W/O 0003594)  
6) Black Hand Held Phone with jackbox connection  
7) 1 Fellowes Power Strip Model: 99110  
8) 1 Black Telephone Cable  
9) 1 Gray Telephone Cable  
10) 1 Gray (Boat) Grounding Cable  
11) McAfee VirusScan 8.8 Software CD  
12) HP Windows® 10 Pro Operating System DVD Software CD  
13) HP Application and Driver Recovery DVD Software CD  
15) VESTA ® / Sentinel ® 4 Firewall and VPN Configuration Guide  
16) VESTA ® / Sentinel ® 4 CommandPost Setup Diagram & Quick Reference Guide

The reference Command Post equipment has been issued to and released to:  
Received by:

Print Name Date

Signature Agency

Issued by:

Print Name Date Rev. 071917 18
Signature

Approved by:

Print Name Signature Rev. 071917 19
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Rick Vasquez, Planning & Redevelopment Director, Martin Vega, Senior Planner
Date: Tuesday, August 4, 2020
Agenda #: APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2020-007, to amend the Zoning Map from Dwelling “Z” (DZ) to Light Commercial (C-1) for Lots 14 and 15, Block 103, Olmito Original Townsite, Cameron County, Texas, located at 7475 South Frontage Road, Brownsville, Texas 78575, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

Summary:
Property owners, Salvador and Daniela Cortez, propose to change the Zoning Designation for Lots 14 and 15, Block 103, Olmito Original Townsite, Cameron County, Texas, located at 7475 South Frontage Road, Brownsville, Texas 78575. The applicants request to rezone the subject property from Dwelling “Z” (DZ) to Light Commercial (C-1) for the purpose of building a day care center.

The predominant land use in the surrounding area is single family dwelling. Additional uses, such as undeveloped land, multifamily dwelling, place of worship (Catholic Church), elementary school, and commercial business (restaurant, mechanic shop, antique store, etc.) are also present within proximity of the subject property.

The property is located within the Primary Regional Node and Linkage Corridor. The request is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property currently is site to a single-family residence which the applicants want to convert into a day care center. A change in Use District is necessary since Dwelling does not permit a day care center. The proposed Light Commercial (C-1) Use District is appropriate since it will create a continuation of commercial zoning along the expressway frontage.

Staff would like to point out that with the approval of Ordinance No. 2020-235.94 on April 21, 2020, Area District requirements no longer apply to Apartment or Commercial Use Districts. As a result, a more flexible and streamlined process has been established for development. In this particular situation, the amended zoning regulations will not use Area District requirements to establish construction setbacks, but will rather use construction elements required by the commercial code (i.e. landscaping, sidewalks, accessible routes, vehicular parking, fire lanes, maintenance isles, etc.). In summary, the mentioned site elements will be used to determine the distance between structure and property lines.
Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission Meeting on June 18, 2020. Planning and Zoning Commission approves this rezone from Dwelling “Z” (DZ) to Light Commercial (C-1).

There was no written or verbal opposition at the City Commission Meeting on July 7, 2020. City Commission approves this rezone from Dwelling “Z” (DZ) to Light Commercial (C-1).

Commission Pillar:

Planning, Zoning, and Development Pillar

Attachments:

1. Binder-235-2020-007
2. 2nd Reading Zoning Cases 080420
ORDINANCE NUMBER 235-2020-007

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 Dwelling “Z” (DZ) to Light Commercial (C-1) for Lots 14 and 15, Block 103, Olmito Original Townsite, Cameron County, Texas, located at 7475 South Frontage Road, Brownsville, Texas 78575, 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 Sections 180 through 221 of the City Zoning Ordinance 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.


(SEAL)

BY: ______________________________
   Juan “Trey” Mendez
   Mayor

ATTEST: _________________________
   Griselda Rosas
   Interim City Secretary
Zoning Application

Multi-Family/Office/Commercial/Retail/Industrial

- 0-1 Acres ....$500.00
- 1-.5 Acres ....$750.00
- 5-.10 Acres ....$1,000.00
- 10. and Up ....$1,500.00

☑ Planning and Zoning Commission
☑ City Commission

Tentative Date: ____________________
Tentative Date: ____________________

* For submittal requirements, see Appendix A: Zoning Processing Fees

Geographic ID #: 45-0000-1036-0140-66
Project Address: 7475 S. Frontage Rd
Subdivision: Olmito Original Townsite
Lot(s)/Block: Lot 14-15 Block - 103

Current Area Classification: Z 
Proposed Area Classification: G
Gross Acreage: .347

Current Zoning: Dwelling
Proposed Zoning: HC
Overlay Districts: N/A

* If property is not subdivided you will need to provide survey map and/or metes and bounds
* If the application is signed by the representative we need a notarized authorization letter from the owner.

Owner Information

Name: Salvador Cortez
Address: 21674 Robert Rd
City: San Benito, TX 78586
State: TX Zip Code: 78586
Telephone: (956) 572-2519
Fax: (956) 801-2091
Email: salvadorcortez2500@gmail.com
Signature: Salvador Cortez

Representative/Agent Information

Name: Daniele Cortez
Address: 21674 Robert Rd
City: San Benito, TX
State: TX Zip Code: 78586
Telephone: (956) 572-2519
Fax: (956) 801-2091
Email: danielarcortez250@gmail.com
Signature: Daniele Cortez

Special Note: INCOMPLETE APPLICATION WILL NOT BE ACCEPTED

Office Use Only

Date Submitted: 2-19-2020 Code: 2N31 Application Fee: $500.00
Accepted By: B. A. [Signature]
Case Number 235-2020-007

1014 E. REEVE STREET 2ND FLOOR • CITY PLAZA • BROWNSVILLE, TEXAS 78520
PHONE (956) 548-6150 • FAX (956) 548-6144
Form-04-1003U
EXHIBIT “A”

Rezoning Request:

Case# 235-2020-007
Salvador Cortez

Current Zoning:
Dwelling "Z"

Proposed Zoning:
General Retail "G"

Brownsville Electoral District #3
Case No. 235-2020-007

Owner: Cameron County
BLK 2 WENTZ SUBDIVISION 8.6750 ACRES OUT OF 20.00 ACRES (78-6740-0020-0000-00)
APPLICATION DETAILS

Applicant/Representative: Salvador Cortez/ Daniela Cortez
Property Address: 7475 South frontage Road
Application Type: Rezone
Current Zoning: Dwelling “Z” (DZ)
Application Date: February 19, 2020
Meeting Dates: 1st – July 7, 2020 / 2nd – August 4, 2020
Overlay(s): N/A
No. of Mail-outs: 12

GeolD: 45-0000-1030-0140-00
Case No.: 235-2020-007
Proposed Use: Day Care Center
Proposed Zoning: Light Commercial (C-1)
P&Z Date: June 18, 2020
Electoral District: 3
Annexation Year: 1997
Opposition: No written or verbal opposition

PROPERTY DETAILS

Legal Description: Lots 14 and 15, Block 103, Olmito Original Townsite, Cameron County, Texas, located at 7475 South Frontage Road, Brownsville, Texas 78575.
Roadway Frontage: The subject property is fronting South Expressway 77/83, a Highway.
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, Single Family Dwelling, Apartments and Retail Business
East: Undeveloped Land and Place of Worship
South: Undeveloped Land and Single Family Dwelling
West: Undeveloped Land, Single Family Dwelling and Elementary School

EXISTING ZONING DESIGNATIONS (SEE ATTACHED ZONING MAP)

North: Dwelling (D) and Light Commercial (C-1)
East: Dwelling (D), Light Commercial (C-1), and Heavy Commercial (C-2)
South: Dwelling (D) and Light Commercial (C-1)
West: Extraterritorial Jurisdiction (ETJ) and Dwelling (D)

FUTURE LAND USE PLAN (SEE ATTACHED FUTURE LAND USE MAP)

A review of the adopted City of Brownsville Future Land Use Plan indicates that the subject land is located within the Primary Regional Node and Linkage Corridor. Residential uses in the Primary Regional Node should consist of apartment buildings and higher density, attached, multi-family housing with an average density of 15 dwelling units per acre. The Linkage Corridor is primary commercial and institutional land uses. Residential uses should have a density of 6 dwellings per acre and should primarily be single family dwelling and attached townhouses. 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 and would not create significant or burdensome demands on public facilities such as water, wastewater, or transportation. In general, the proposed zoning/use would complement existing development and would not have 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 rezoning request to Light Commercial (C-1).
# Second Reading Zoning Cases

**CITY COMMISSION HEARING DATE:** AUGUST 4, 2020

<table>
<thead>
<tr>
<th>CASE NUMBER</th>
<th>Electoral District</th>
<th>Application Type</th>
<th>Property Address</th>
<th>Applicant/Representative Name</th>
<th>Zoning Change</th>
<th>Reason for Request</th>
<th>Opposition</th>
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<tbody>
<tr>
<td>235-2020-007</td>
<td>3</td>
<td>Rezone</td>
<td>7475 South Frontage Road</td>
<td>Salvador Cortez/ Daniela Cortez</td>
<td>To rezone from Dwelling “Z” (DZ) to Light Commercial (C-1)</td>
<td>To allow a daycare center</td>
<td>No written or verbal opposition</td>
</tr>
<tr>
<td>235-2020-009</td>
<td>4</td>
<td>Rezone</td>
<td>624 Browne Street</td>
<td>Cleotilde Cruz/Arnold Hinojosa</td>
<td>To rezone from Dwelling “A” (DA) to Dwelling “G” (DG)</td>
<td>To allow a duplex</td>
<td>No written or verbal opposition</td>
</tr>
<tr>
<td>235-2020-013</td>
<td>3</td>
<td>Rezone</td>
<td>Corner of Coria Street &amp; Media Luna Road</td>
<td>D’Luna Plata, LLC</td>
<td>To rezone from Dwelling “G” (DG)/Light Commercial (C-1) to Apartment (A)</td>
<td>To allow apartments</td>
<td>No written or verbal opposition</td>
</tr>
<tr>
<td>235-2020-014</td>
<td>1</td>
<td>Rezone</td>
<td>3135 Palo Blanco Street</td>
<td>G.B. &amp; E. Enterprises</td>
<td>To rezone from Dwelling “A” (DA) to Dwelling “G” (DG)</td>
<td>To allow a duplex</td>
<td>No written or verbal opposition</td>
</tr>
</tbody>
</table>
## CITY COMMISSION HEARING DATE:

**AUGUST 4, 2020**

<table>
<thead>
<tr>
<th>CASE NUMBER</th>
<th>Electoral District</th>
<th>Application Type</th>
<th>Property Address</th>
<th>Applicant/Representative Name</th>
<th>Zoning Change</th>
<th>Reason for Request</th>
<th>Opposition</th>
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<tbody>
<tr>
<td>235-2020-015</td>
<td>1</td>
<td>Rezone</td>
<td>15 Esperanza Road</td>
<td>Basilio Gomez</td>
<td>To rezone from Dwelling “G” (DG) to Light Commercial (C-1)</td>
<td>To allow a commercial establishment</td>
<td>No written or verbal opposition</td>
</tr>
<tr>
<td>235-2020-016-S</td>
<td>3</td>
<td>Specific Use Permit</td>
<td>813 Paredes Line Road</td>
<td>Carlos Gomez Paredes</td>
<td>To allow an event center in Light Commercial (C-1)</td>
<td>To allow an event center</td>
<td>No written or verbal opposition</td>
</tr>
<tr>
<td>235-2020-017</td>
<td>4</td>
<td>Rezone</td>
<td>48 Soto Drive</td>
<td>Onasis &amp; Yedid Ochoa</td>
<td>To rezone from Dwelling “A” (DA) to Dwelling “G” (DG)</td>
<td>To allow reduced setbacks for building a car port</td>
<td>No written or verbal opposition</td>
</tr>
<tr>
<td>235-2020-903</td>
<td>3</td>
<td>Rezone</td>
<td>Near F.M. 511</td>
<td>Greater Brownsville Incentives Corporation</td>
<td>To rezone from Dwelling “Z” (DZ) to Light Industrial “J” (7CJ)</td>
<td>To allow an industrial development (production of fiberglass containers)</td>
<td>No written or verbal opposition</td>
</tr>
</tbody>
</table>
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Rick Vasquez, Planning & Redevelopment Director, Martin Vega, Senior Planner
Date: Tuesday, August 4, 2020
Agenda #: APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2020-009, to amend the Zoning Map from Dwelling “A” (DA) to Dwelling “G” (DG) a 0.17 acre Tract out of the Northwest corner of a certain 0.73 acre tract of the “Map of Subdivision of West part of Acreage Blocks Numbers 3 and 8, in the City of Brownsville, Texas”, located at 624 Browne Street, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

Summary:
Property owner, Cleotilde G. Cruz, proposes to change the Area District designation for a 0.17 acre Tract out of the Northwest corner of a certain 0.73 acre tract of the “Map of Subdivision of West part of Acreage Blocks Numbers 3 and 8, in the City of Brownsville, Texas”, located at 624 Browne Street, Brownsville, Texas 78520. The applicant requests to rezone the subject property from Dwelling “A” (DA) to Dwelling “G” (DG) for the purpose of building a duplex.

<table>
<thead>
<tr>
<th>Area District “A”(Residential)</th>
<th>Area District “G”(Residential)</th>
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</thead>
<tbody>
<tr>
<td>Minimum Lot Width - 75 ft.</td>
<td>Minimum Lot Width - 50 ft.</td>
</tr>
<tr>
<td>Minimum Area - 9,000 sq. ft.</td>
<td>Minimum Area - 6,000 sq. ft.</td>
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</tbody>
</table>

Project Scope and Analysis:
The predominant land use in the surrounding area is single family dwelling. Additional uses, such as undeveloped land, multifamily development, medical facilities, and commercial business (convenience store, auto parts store, pawn shop, etc.) are also present within proximity of the subject property.

The property is located within the Town Corridor. The request is consistent with the Future Land Use Map.

The subject property is currently site to a single family dwelling which will be converted into a duplex. Said property has an approximate area of 7,400 square feet and a width of 50 feet, which does not meet the current area district requirements (Area District “A”). A change to Area District “G” is necessary to allow a duplex since lot area and width requirements are reduced to 6,000 square feet and 50 feet.

Funding:
Source:
Amount:
Local Contribution if Applicable:

Recommendation:
There was no written or verbal opposition at the Planning and Zoning Commission Meeting on June 18, 2020. Planning and Zoning Commission approves this rezone from Dwelling “A” (DA) to Dwelling “G” (DG).

There was no written or verbal opposition at the City Commission Meeting on July 7, 2020. City Commission approves this rezone from Dwelling “A” (DA) to Dwelling “G” (DG).

Commission Pillar:
Planning, Zoning, and Development Pillar

Attachments:
1. Binder-235-2020-009
2. 2nd Reading Zoning Cases 080420
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 Dwelling “A” (DA) to Dwelling “G” (DG) a 0.17 acre Tract out of the Northwest corner of a certain 0.73 acre tract of the “Map of Subdivision of West part of Acreage Blocks Numbers 3 and 8, in the City of Brownsville, Texas”, located at 624 Browne Street, Brownsville, Texas 78520, as shown in Exhibit “A”; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

Section 2. That all provisions of Sections 180 through 221 of the City Zoning Ordinance 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.


(SEAL)

BY: ______________________________
    Juan “Trey” Mendez
    Mayor

ATTEST: _________________________
        Griselda Rosas
        Interim City Secretary
### Zoning Application

**Multi-Family/Office/Commercial/Retail/Industrial**
- 0-1 Acres ....$500.00
- 1-.5 Acres ....$750.00
- 5-.10 Acres ...$1,000.00
- 10. and Up ....$1,500.00

**Single Family**
- 0-1 Acres ....$250.00
- 1-.5 Acres ....$500.00
- 5-.10 Acres ...$1,000.00

- Planning and Zoning Commission
- City Commission

**Tentative Date:**

**Tentative Date:**

*For submittal requirements, see Appendix A. Zoning Processing Fees*

<table>
<thead>
<tr>
<th>Geographic ID #:</th>
<th>01-1080-0080-0202-00</th>
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<tbody>
<tr>
<td>Project Address:</td>
<td>604 Browne Street Brownsville TX 78521</td>
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<tr>
<td>Subdivision:</td>
<td>Acre Block 8 N/2 of W/2 An - 70 50 x 150</td>
</tr>
<tr>
<td>Lot(s)/Block:</td>
<td>Being 17 Acre Block 8, Subdivision</td>
</tr>
<tr>
<td>Current Area Classification:</td>
<td>A</td>
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<tr>
<td>Proposed Area Classification:</td>
<td>G</td>
</tr>
<tr>
<td>Current Zoning:</td>
<td>Dwelling</td>
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<tr>
<td>Proposed Zoning:</td>
<td>Dwelling</td>
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<td>Proposed Used:</td>
<td>Duplex</td>
</tr>
<tr>
<td>Overlay Districts:</td>
<td></td>
</tr>
</tbody>
</table>

*If property is not subdivided you will need to provide survey map and/or metes and bounds
*If the application is signed by the representative we need a notarized authorization letter from the owner.

#### Owner Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>Cielo G. Cruz</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>604 Browne Street</td>
</tr>
<tr>
<td>City:</td>
<td>Brownsville</td>
</tr>
<tr>
<td>State:</td>
<td>TX</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>78521</td>
</tr>
<tr>
<td>Telephone:</td>
<td>469-347-9729</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:CieloHair@icloud.com">CieloHair@icloud.com</a></td>
</tr>
<tr>
<td>Signature:</td>
<td>Cielo G. Cruz</td>
</tr>
</tbody>
</table>

#### Representative/Agent Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>Arnold Hinojosa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>2017 Palm Blvd.</td>
</tr>
<tr>
<td>City:</td>
<td>Brownsville</td>
</tr>
<tr>
<td>State:</td>
<td>TX</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>78520</td>
</tr>
<tr>
<td>Telephone:</td>
<td>956-203-2335</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:arnoldhds@yahoo.com">arnoldhds@yahoo.com</a></td>
</tr>
<tr>
<td>Signature:</td>
<td>Arnold Hinojosa</td>
</tr>
</tbody>
</table>

#### Special Note: INCOMPLETE APPLICATION WILL NOT BE ACCEPTED

### Office Use Only

<table>
<thead>
<tr>
<th>Date Submitted:</th>
<th>2/26/2020</th>
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<tbody>
<tr>
<td>Code:</td>
<td>ZN-30</td>
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<tr>
<td>Application Fee:</td>
<td>$500.00</td>
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<table>
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<tr>
<th>Accepted By:</th>
<th>El Pedregal</th>
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<tbody>
<tr>
<td>Case Number</td>
<td>235-2020.09</td>
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</tbody>
</table>
EXHIBIT “A”
Rezoning Request:
Case # 235-2020-009
Cleotilde G. Cruz

Current Zoning: Dwelling "A"

Proposed Zoning: Dwelling "G"
Subject Property

Case No. 235-2020-009

Owner: Cameron County

BLK 2 WENTZ SUBDIVISION 8.6750 ACRES OUT OF 20.00 ACRES (78-6740-0020-0000-00)
Case No. 235-2020-009

Owner: Cameron County
BLK 2 WENTZ SUBDIVISION 8.6750 ACRES OUT OF 20.00 ACRES (78-6740-0020-0000-00)
APPLICATION DETAILS

Applicant/Representative: Cleotilde G. Cruz/Arnold Hinojosa
Property Address: 624 Browne Street
Application Type: Rezone
Current Zoning: Dwelling “A” (DA)
Application Date: February 28, 2020
Meeting Dates: 1st – July 7, 2020 / 2nd – August 4, 2020
Overlay(s): O11 – Historic District
No. of Mail-outs: 16

PROPERTY DETAILS

Legal Description: a 0.17 acre Tract out of the Northwest corner of a certain 0.73 acre tract of the “Map of Subdivision of West part of Acreage Blocks Numbers 3 and 8, in the City of Brownsville, Texas”, located at 624 Browne Street, Brownsville, Texas 78520.
Roadway Frontage: The subject property is fronting Browne Street, 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: Undeveloped Land, Single Family Dwelling, and Commercial Business
East: Undeveloped Land, Single Family Dwelling, Medical Facility, and Commercial Business
South: Undeveloped Land, Single Family Dwelling, and Commercial Business
West: Single Family Dwelling, Apartments, and Commercial Business

EXISTING ZONING DESIGNATIONS (SEE ATTACHED ZONING MAP)

North: Dwelling (D), Apartment (A), Light Commercial (C-1), and Light Industrial (7C)
East: Dwelling (D) and Light Commercial (C-1)
South: Dwelling (D), Apartment (A), and Light Commercial (C-1)
West: Dwelling (D), Apartment (A), and Light Commercial (C-1)

FUTURE LAND USE PLAN (SEE ATTACHED FUTURE LAND USE MAP)

A review of the adopted City of Brownsville Future Land Use Plan indicates that the subject land is located within the Town Corridor. Town Corridors are primarily residential and institutional and community facility land uses. Commercial uses should be neighborhood office and retail. Residential uses should have an average of 3 dwelling units per acre and consist of single family homes with some attached townhouses and some larger lots. 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 and would not create significant or burdensome demands on public facilities such as water, wastewater, or transportation. In general, the proposed zoning/use would complement existing development and would not have 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 Dwelling “A” (DA) to Dwelling “G” (DG).
### Second Reading Zoning Cases

**CITY COMMISSION HEARING DATE:** AUGUST 4, 2020

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To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Rick Vasquez, Planning & Redevelopment Director, Martin Vega, Senior Planner

Date: Tuesday, August 4, 2020

Agenda #: APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2020-013, to amend Zoning Map from Dwelling “G” (DG)/ Light Commercial (C-1) to Apartment (A) for 3.851 acres of land, more or less, comprised of all of Lot 5 and a portion of Lot 6, Block FF, Brownsville Land and Improvement Company Subdivision, Cameron County, Texas, located on Media Luna Road, Brownsville, Texas 78520, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

Summary:

Property owner, D’Luna Plata, LLC, proposes to change the Zoning Designation for 3.851 acres of land, more or less, comprised of all of Lot 5 and a portion of Lot 6, Block FF, Brownsville Land and Improvement Company Subdivision, Cameron County, Texas, located on Media Luna Road, Brownsville, Texas 78520. The applicant requests to rezone the subject property from Dwelling “G” (DG)/ Light Commercial (C-1) to Apartment (A) for the purpose of building apartments (Retirement Community).

The predominant land use in the surrounding area is commercial business. 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 Core West District. The request is consistent with the Future Land Use Map.

Project Scope and Analysis:

The applicant is proposing to build a multi-family development (retirement community) on the subject property which is currently undeveloped. Due to a mixed zoning, Dwelling “G” (DG)/ Light Commercial (C-1), the property is restricted from allowing the proposed use. A zoning change to an Apartment Use District (A) would not only provide a uniform zoning designation on the entire property, but would also allow the multi-family development.

Staff would like to point out that with the approval of Ordinance No. 2020-235.94 on April 21, 2020, Area District requirements no longer apply to Apartment or Commercial Use Districts. As a result, a more flexible and streamlined process has been established for development. In this particular situation, staff will not use Area District requirements to limit the amount of residential units, but will rather use construction elements required by the commercial code (i.e. landscaping, sidewalks, accessible routes, vehicular parking, fire lanes, maintenance isles, etc.). In summary, the developer will be allowed to establish their own limit to the amount of units proposed based on compliance with site elements outlined in the commercial code.

Funding:

Source:
**Amount:**

**Local Contribution if Applicable:**

**Recommendation:**

There was no written or verbal opposition at the Planning and Zoning Commission Meeting on June 18, 2020. Planning and Zoning Commission approves this rezone from Dwelling “G” (DG)/ Light Commercial (C-1) to Apartment (A).

There was no written or verbal opposition at the City Commission Meeting on July 7, 2020. City Commission approves this rezone from Dwelling “G” (DG)/ Light Commercial (C-1) to Apartment (A).

**Commission Pillar:**

Planning, Zoning, and Development Pillar

**Attachments:**

1. Binder-235-2020-013
2. 2nd Reading Zoning Cases 080420
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 Dwelling “G” (DG)/Light Commercial (C-1) to Apartment (A) for 3.851 acres of land, more or less, comprised of all of Lot 5 and a portion of Lot 6, Block FF, Brownsville Land and Improvement Company Subdivision, Cameron County, Texas, located on Media Luna 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 Sections 180 through 221 of the City Zoning Ordinance 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.


(SEAL)

BY: ______________________________
Juan “Trey” Mendez
Mayor

ATTEST: _________________________
Griselda Rosas
Interim City Secretary
**Zoning Application**

<table>
<thead>
<tr>
<th>Multi-Family/Office/Commercial/Retail/Industrial</th>
<th>Single Family</th>
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<tbody>
<tr>
<td>[ ] 0-1 Acres ....$500.00</td>
<td>[ ] 0-1 Acres ....$250.00</td>
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<tr>
<td>[ ] 1-5. Acres ....$750.00</td>
<td>[ ] 1-10. Acres ....$500.00</td>
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<tr>
<td>[ ] 5-10. Acres ....$1,000.00</td>
<td>[ ] 10. and Up ....$1,000.00</td>
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<tr>
<td>[ ] Planning and Zoning Commission</td>
<td>[ ] City Commission</td>
</tr>
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</table>

**Tentative Date:**

**For submittal requirements, see Appendix A. Zoning Processing Fees**

<table>
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<tr>
<th>Geographic ID #:</th>
<th>01-9330-1060-0050-00</th>
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<tbody>
<tr>
<td>Project Address:</td>
<td>MEDIA LUNA AND CORTA</td>
</tr>
<tr>
<td>Subdivision:</td>
<td>BROWNSVILLE LAND AND IMPROVEMENT SUBDIVISION</td>
</tr>
<tr>
<td>Lot(a)/Block:</td>
<td>3.851 ACRES COMPRISED OF ALL OF LOT 5 AND PART OF LOT 6, BLOCK FF</td>
</tr>
<tr>
<td>Current Area Classification:</td>
<td>G &amp; H</td>
</tr>
<tr>
<td>Proposed Area Classification:</td>
<td>G</td>
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<tr>
<td>Gross Acreage:</td>
<td>3.851</td>
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<td>Current Zoning:</td>
<td>Dwelling/4C</td>
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<td>Proposed Zoning:</td>
<td>Apartment</td>
</tr>
<tr>
<td>Overlay Districts:</td>
<td>N/A</td>
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</tbody>
</table>

*If property is not subdivided you will need to provide survey map and/or metes and bounds
*If the application is signed by the representative we need a notarized authorization letter from the owner.

### Owner Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>D'LUNA PLATA, LLC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>216 RANCHO VIEJO BLVD</td>
</tr>
<tr>
<td>City:</td>
<td>BROWNSVILLE</td>
</tr>
<tr>
<td>State:</td>
<td>TEXAS</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>78526-9426</td>
</tr>
<tr>
<td>Telephone:</td>
<td>(714) 613-0009</td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:drasaenz3@gmail.com">drasaenz3@gmail.com</a></td>
</tr>
<tr>
<td>Signature:</td>
<td>[Signature]</td>
</tr>
</tbody>
</table>

**Special Note:** INCOMPLETE APPLICATION WILL NOT BE ACCEPTED

### Representative/Agent Information

<table>
<thead>
<tr>
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<th></th>
</tr>
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<tbody>
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</tr>
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</tr>
<tr>
<td>Zip Code:</td>
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<tr>
<td>Telephone:</td>
<td></td>
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<tr>
<td>Fax:</td>
<td></td>
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<tr>
<td>Email:</td>
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<tr>
<td>Signature:</td>
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### Office Use Only

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<th>Date Submitted:</th>
<th>3/16/2020</th>
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<tr>
<td>Code:</td>
<td>ZN31</td>
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<tr>
<td>Application Fee:</td>
<td>$750.00</td>
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<tr>
<td>Accepted By:</td>
<td>[Signature]</td>
</tr>
<tr>
<td>Case Number:</td>
<td>235-2020-013</td>
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</table>
EXHIBIT “A”
Rezoning Request:

Case# 235-2020-013  
D'Luna Plata, LLC

Current Zoning:  
Dwelling "G"  
General Retail "H"

Proposed Zoning:  
Apartments "G"
City of Brownsville

FUTURE LAND USE PLAN

DISTRICTS NAME
- 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

CORRIDORS
- Gateway Corridor
- Linkage Corridor
- Loop Corridor
- Town Corridor

NODES NAME
- Downtown Node
- Primary Regional Node
- Secondary Regional Node
- Sub Regional Node

Brownsville's City Limits
Brownsville's ETJ Boundary

Zoning Case No. 235-2020-013
Case No. 235-2020-013

Owner: Cameron County
BLK 2 WENTZ SUBDIVISION 8.6750 ACRES OUT OF 20.00 ACRES (78-6740-0020-0000-00)
Legal Description: 3.851 acres of land, more or less, comprised of all of Lot 5 and a portion of Lot 6, Block FF, Brownsville Land and Improvement Company Subdivision, Cameron County, Texas, located on Media Luna Road, Brownsville, Texas 78520.

Roadway Frontage: The subject property is fronting Media Luna Road, a Collector Roadway.

Predominant Land Use: The predominant land use within the area is commercial business.

ABUTTING LAND USES (SEE ATTACHED AERIAL VIEW MAP)

North: Commercial Business
East: Undeveloped Land
South: Multi-Family Development
West: Multi-Family Development

EXISTING ZONING DESIGNATIONS (SEE ATTACHED ZONING MAP)

North: Apartment (A) and Light Commercial (C-1)
East: Light Commercial (C-1) and Light Industrial (7C)
South: Apartment (A), Light Commercial (C-1), and Light Industrial (7C)
West: Dwelling (D), Apartment (A), Light Commercial (C-1), and Light Industrial (7C)

FUTURE LAND USE PLAN (SEE ATTACHED FUTURE LAND USE MAP)

A review of the adopted City of Brownsville Future Land Use Plan indicates that the subject land is located within the Core West District. Land uses are predominately residential, with substantial allotments of community facilities and institutional uses. Only small portions of commercial and institutional uses are permitted, and these uses should be neighborhood and service oriented. Residential uses should have an average density of 3 dwelling units per acre and should consist of mostly single family homes. 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 and would not create significant or burdensome demands on public facilities such as water, wastewater, or transportation. In general, the proposed zoning/use would complement existing development and would not have 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 Dwelling “G” (DG)/Light Commercial (C-1) to Apartment (A).
### Second Reading Zoning Cases

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To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Rick Vasquez, Planning & Redevelopment Director, Martin Vega, Senior Planner
Date: Tuesday, August 4, 2020
Agenda #: APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2020-014, to amend the Zoning Map from Dwelling “A” (DA) to Dwelling “G” (DG) for Lot 23, Block 1, Colonia Acacia Subdivision, Cameron County, Texas, located at 3135 Palo Blanco Street, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

Summary:
Property owner, G.B. & E. Enterprises, proposes to change the Area District designation for Lot 23, Block 1, Colonia Acacia Subdivision, Cameron County, Texas, located at 3135 Palo Blanco Street, Brownsville, Texas 78521. The applicant requests to rezone the subject property from Dwelling “A” (DA) to Dwelling “G” (DG) to reduce setbacks and maximize the available construction area for the purpose of building a duplex.

The predominant land use in the surrounding area is single family dwelling. Additional uses, such as undeveloped land, commercial business (retail businesses), and civic institution (elementary school) are also present within proximity of the subject property.

The property is located within the Town Corridor. The request is consistent with the Future Land Use Map.

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<th>Area District “G” (Duplex)</th>
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<tr>
<td>25 ft.-front setback</td>
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<tr>
<td>5.5 ft.-lateral setback</td>
<td>3.5 ft.-lateral setback</td>
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<td>25 ft.- rear setback</td>
<td>3.5 ft.-rear setback</td>
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<td>Minimum Lot Size: 9,000 sq. ft.</td>
<td>Minimum Lot Size: 6,000 sq. ft.</td>
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Project Scope and Analysis:
The subject property is currently undeveloped. A zoning change is necessary since Area District “A” requires a minimum lot size of 9,000 square feet which the property does not have. Additionally, Area District “A” has a restrictive 25 foot rear setback which would hinder the proposed construction. Rezoning the Area District to “G” would reduce the lot size requirement to 6,000 square feet as well as increase the buildable area of the property. As a result, the new setbacks would better accommodate the duplex by preventing any encroachments.

Funding:
Source: 
Amount: 
Local Contribution if Applicable:
Recommendation:
There was no written or verbal opposition at the Planning and Zoning Commission meeting on June 18, 2020. Planning and Zoning Commission approves this rezoning from Dwelling “A” (DA) to Dwelling “G” (DG).

There was no written or verbal opposition at the City Commission Meeting on July 7, 2020. City Commission approves this rezone from Dwelling “A” (DA) to Dwelling “G” (DG).

Commission Pillar:
Planning, Zoning, and Development Pillar

Attachments:
1. 2nd Reading Zoning Cases 080420
2. Binder-235-2020-014
## Second Reading Zoning Cases

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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 Dwelling “A” (DA) to Dwelling “G” (DG) for Lot 23, Block 1, Colonia Acacia Subdivision, Cameron County, Texas, located at 3135 Palo Blanco Street, 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 Sections 180 through 221 of the City Zoning Ordinance 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.


(SEAL)

BY: ______________________________
    Juan “Trey” Mendez
    Mayor

ATTEST: _________________________
    Griselda Rosas
    Interim City Secretary
Zoning Application

Multi-Family/Office/Commercial/Retail/Industrial

- 0-1 Acres .....$500.00
- 1-5. Acres .....$750.00
- 5-10. Acres ...$1,000.00
- 10. and Up .....$1,500.00

- Planning and Zoning Commission
- City Commission

Tentative Date: __________________________

For submittal requirements, see Appendix A. Zoning Processing Fees

Geographic ID #: 02-2170-0010-0230-00

Project Address: 3135 Palo Blanco

Subdivision: Colonia Acacia Subdivision

Lot(s)/Block: Lot 23, Block 1

Current Area Classification: "A" Area

Proposed Area Classification: "G" Area

Gross Acreage: 0.1377

Current Zoning: Dwelling

Proposed Zoning: Dwelling

Overly Districts: N/A

- If property is not subdivided you will need to provide survey map and/or metes and bounds
- If the application is signed by the representative we need a notarized authorization letter from the owner.

Owner Information

Name: G.B. & E. Enterprises

Address: 834 E. Tyler Street

City: Brownsville

State: Texas Zip Code: 78520

Telephone: 956-546-9400

Fax: 956-750-8807

Email: gloria.amador@lucilaw.com or elucio@lucilaw.com

Signature: [Signature]

Special Note: INCOMPLETE APPLICATION WILL NOT BE ACCEPTED

Representative/Agent Information

Name: __________________________

Address: __________________________

City: __________________________

State: __________________________ Zip Code: __________________________

Telephone: __________________________

Fax: __________________________

Email: __________________________

Signature: __________________________

Office Use Only

Date Submitted: 4/12/2020

Code: ZN31

Application Fee: $500.00

Case Number 235-2020-014

Accepted By: [Signature]

1932 E. LEVEE STREET 2nd FLOOR • CITY PLAZA • BROWNSVILLE, TEXAS 78520
PHONE (956) 548-6150 • FAX (956) 548-6144
EXHIBIT “A”
Rezoning Request:

Case # 235-2020-014
G.B. & E Enterprises

Current Zoning:
Dwelling "A"

Proposed Zoning:
Dwelling "G"
City of Brownsville

FUTURE LAND USE PLAN

DISTRICTS NAME
- 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

CORRIDORS
- Gateway Corridor
- Linkage Corridor
- Loop Corridor
- Town Corridor

NODES NAME
- Downtown Node
- Primary Regional Node
- Secondary Regional Node
- Sub Regional Node

Zoning Case No. 235-2020-014

Brownsville's City Limits
Brownsville's ETJ Boundary
Subject Property:

Case No. 235-2020-014

Owner: Cameron County

BLK 2 WENTZ SUBDIVISION 8.6750 ACRES OUT OF 20.00 ACRES (78-6740-0020-0000-00)
Legal Description: Lot 23, Block 1, Colonia Acacia Subdivision, Cameron County, Texas, located at 3135 Palo Blanco Street, Brownsville, Texas 78521.

Roadway Frontage: The subject property is fronting Palo Blanco Street, 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: Undeveloped Land, Single Family Dwelling and Retail Business
East: Single Family Dwelling and Retail Business
South: Single Family Dwelling and Elementary School
West: Single Family Dwelling and Retail Business

EXISTING ZONING DESIGNATIONS (SEE ATTACHED ZONING MAP)

North: Dwelling (D), Apartment (A), and Light Commercial (C-1)
East: Dwelling (D), Light Commercial (C-1), Heavy Commercial (C-2), and Light Industrial (7C)
South: Dwelling (D), Dwelling/ Retail (DR), Apartment (A), and Light Commercial (C-1)
West: Dwelling (D), Light Commercial (C-1), and Light Industrial (7C)

FUTURE LAND USE PLAN (SEE ATTACHED FUTURE LAND USE MAP)

A review of the adopted City of Brownsville Future Land Use Plan indicates that the subject land is located within the Town Corridor. The Town Corridor is primarily residential with small clusters of commercial land uses at regularly spaced intervals. Residential uses should have a density of 3 dwelling units per acre and consist primarily of single family dwellings and attached townhouses and some larger lots. 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 and would not create significant or burdensome demands on public facilities such as water, wastewater, or transportation. In general, the proposed zoning/use would complement existing development and would not have 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 Dwelling “A” (DA) to Dwelling “G” (DG).
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Rick Vasquez, Planning & Redevelopment Director, Martin Vega, Senior Planner
Date: Tuesday, August 4, 2020
Agenda #: APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2020-015, to amend the Zoning Map from Dwelling “G” (DG) to Light Commercial (C-1) for Lot 26, Palmas Del Sur Subdivision, Cameron County, Texas, located at 15 Esperanza Road, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

Summary:
Property owner, Basilio Gomez, proposes to change the Zoning Designation for Lot 26, Palmas Del Sur Subdivision, Cameron County, Texas, located at 15 Esperanza Road, Brownsville, Texas 78521. The applicant requests to rezone the subject property from Dwelling “G” (DG) to Light Commercial (C-1) for the purpose of establishing a commercial business.

The predominant land use in the surrounding area is single family dwelling. Additional uses, such as commercial business (restaurants, retail plaza, professional offices, car lot, etc.) are also present within proximity of the subject property.

The property is located within the Sub-Regional Node. The request is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property currently is site to a single family residence which the applicant would like to convert into a commercial business. A zoning change is necessary since the current Dwelling designation prohibits any type of commercial use. The proposed zoning designation of Light Commercial (C-1) would allow the property owner to establish uses related to general retail as well as personal and community services. Based on the surrounding uses, staff believes that the proposed zoning will serve as a transition between the Heavy Commercial (C-2) uses abutting Southmost Boulevard to the North and the adjacent residential uses to the South of the subject property.

Staff would like to point out that with the approval of Ordinance No. 2020-235.94 on April 21, 2020, the newly established use districts (Light Commercial and Heavy Commercial) provide a more comprehensive and ample variety of uses that may be established on a commercial property. As a result, a more flexible and streamlined process has been established for development. In this particular situation, the amended zoning regulations will allow the developer to have more options when proposing a use rather than being limited by the previously established multiple commercial use districts.

Funding:
Source:
Recommendation:
There was no written or verbal opposition at the Planning and Zoning Commission meeting on June 18, 2020. Planning and Zoning Commission approves this rezoning from Dwelling “G” (DG) to Light Commercial (C-1).

There was no written or verbal opposition at the City Commission Meeting on July 7, 2020. City Commission approves this rezone from Dwelling “G” (DG) to Light Commercial (C-1).

Commission Pillar:
Planning, Zoning, and Development Pillar

Attachments:
1. Binder-235-2020-015
2. 2nd Reading Zoning Cases 080420
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 Dwelling “G” (DG) to Light Commercial (C-1) for Lot 26, Palmas Del Sur Subdivision, Cameron County, Texas, located at 15 Esperanza Road, 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 Sections 180 through 221 of the City Zoning Ordinance 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.


(SEAL)

BY: ______________________________
Juan “Trey” Mendez
Mayor

ATTEST: _________________________
Griselda Rosas
Interim City Secretary
Zoning Application

Multi-Family/Office/Commercial/Retail/Industrial
- □ 0-1 Acres ....$500.00
- □ 1-5 Acres ....$750.00
- □ 5-10 Acres ....$1,000.00
- □ 10. and Up ....$1,500.00

□ Planning and Zoning Commission
□ City Commission

Single Family
- □ 0-1 Acres ....$250.00
- □ 1-10. Acres ....$500.00
- □ 10. and Up ....$1,000.00

Tentative Date: ____________________________
Tentative Date: ____________________________

* For submittal requirements, see Appendix A. Zoning Processing Fees

Geographic ID #: 17318010000026000
Project Address: 15 ESPERANZA RD
Subdivision: PALMAS DEL SUR
Lot(s)/Block: 26

Current Area Classification: G
Proposed Area Classification: G
Gross Acreage: 1/4 AC

Current Zoning: DWELLING
Proposed Zoning: COMMERCIAL - 1

Proposed Used: COMMERCIAL
Overlay Districts: N/A

* If property is not subdivided you will need to provide survey map and/or metes and bounds
* If the application is signed by the representative we need a notarized authorization letter from the owner.

Owner Information
Name: Basilio Gomez
Address: 744 Palm Blvd.
City: Brownsville
State: TX
Zip Code: 78520
Telephone: 956-542-1759
Fax:
Email:
Signature:

Representative/Agent Information
Name: Basilio Gomez
Address: 744 Palm Blvd.
City: Brownsville
State: TX
Zip Code: 78520
Telephone: 956-221-4077
Fax:
Email:
Signature:

Special Note: INCOMPLETE APPLICATION WILL NOT BE ACCEPTED

Office Use Only
Date Submitted: 4/28/2020
Code: ZN31
Application Fee: $500.00
Case Number 235-2020-015

Accepted By: Martin Vega
REZONING REQUEST

EXHIBIT “A”

Case # 235-2020-015
Basilio Gomez

Current Zoning: Dwelling "G"

Proposed Zoning: Light Commercial(C1)
City of Brownsville

FUTURE LAND USE PLAN

DISTRICTS NAME

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

CORRIDORS

Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor

NODES NAME

Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node

Brownsville's City Limits
Brownsville's ETJ Boundary

Zoning Case No.
235-2020-015
Case No. 235-2020-015
APPLICATION DETAILS

Applicant/Representative: Basilio Gomez  
Property Address: 15 Esperanza Road  
Application Type: Rezone  
Current Zoning: Dwelling “G” (DG)  
Application Date: April 28, 2020  
Meeting Dates: 1st – July 7, 2020 / 2nd – August 4, 2020  
Overlay(s): N/A  
No. of Mail-outs: 29  

GeoID: 77-3130-0000-0260-00  
Case No.: 235-2020-015  
Proposed Use: Commercial Establishment  
Proposed Zoning: Light Commercial (C-1)  
P&Z Date: June 18, 2020  
Electoral District: 1  
Annexation Year: 1985 - 1992  
Opposition: No written or verbal opposition

PROPERTY DETAILS

Legal Description: Lot 26, Palmas Del Sur Subdivision, Cameron County, Texas, located at 15 Esperanza Road, Brownsville, Texas 78521.  
Roadway Frontage: The subject property is fronting Esperanza 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 and Restaurants  
East: Single Family Dwelling, Retail Business and Used Car Lot  
South: Single Family Dwelling  
West: Single Family Dwelling, Restaurants and Retail Business

EXISTING ZONING DESIGNATIONS (SEE ATTACHED ZONING MAP)

North: Dwelling (D), Light Commercial (C-1), and Heavy Commercial (C-2)  
East: Dwelling (D) and Heavy Commercial (C-2)  
South: Dwelling (D) and Light Commercial (C-1)  
West: Dwelling (D), Light Commercial (C-1), and Heavy Commercial (C-2)

FUTURE LAND USE PLAN (SEE ATTACHED FUTURE LAND USE MAP)

A review of the adopted City of Brownsville Future Land Use Plan indicates that the subject land is located within the Sub-Regional Node. Commercial and residential land uses are well balanced in Sub-Regional Nodes. Community and institutional uses are also present. Residential uses should have a density of 9 dwelling units per acre and consist primarily of attached apartments and townhouses. 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 and would not create significant or burdensome demands on public facilities such as water, wastewater, or transportation. In general, the proposed zoning/use would complement existing development and would not have 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 Dwelling “G” (DG) to Light Commercial (C-1).
# Second Reading Zoning Cases

**CITY COMMISSION HEARING DATE:** AUGUST 4, 2020

<table>
<thead>
<tr>
<th>CASE NUMBER</th>
<th>Electoral District</th>
<th>Application Type</th>
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<th>Reason for Request</th>
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<tr>
<td>235-2020-007</td>
<td>3</td>
<td>Rezone</td>
<td>7475 South Frontage Road</td>
<td>Salvador Cortez/ Daniela Cortez</td>
<td>To rezone from Dwelling “Z” (DZ) to Light Commercial (C-1)</td>
<td>To allow a daycare center</td>
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<td>235-2020-009</td>
<td>4</td>
<td>Rezone</td>
<td>624 Browne Street</td>
<td>Cleotilde Cruz/Arnold Hinojosa</td>
<td>To rezone from Dwelling “A” (DA) to Dwelling “G” (DG)</td>
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<td>235-2020-013</td>
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<td>Rezone</td>
<td>Corner of Coria Street &amp; Media Luna Road</td>
<td>D’Luna Plata, LLC</td>
<td>To rezone from Dwelling “G” (DG)/Light Commercial (C-1) to Apartment (A)</td>
<td>To allow apartments</td>
<td>No written or verbal opposition</td>
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<td>3135 Palo Blanco Street</td>
<td>G.B. &amp; E. Enterprises</td>
<td>To rezone from Dwelling “A” (DA) to Dwelling “G” (DG)</td>
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## Second Reading Zoning Cases

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<td>To rezone from Dwelling “Z” (DZ) to Light Industrial “J” (7CJ)</td>
<td>To allow an industrial development (production of fiberglass containers)</td>
<td>No written or verbal opposition</td>
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To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Rick Vasquez, Planning & Redevelopment Director, Martin Vega, Senior Planner
Date: Tuesday, August 4, 2020
Agenda #: APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2020-016-S, to amend the Zoning Map for a Specific Use Permit zoning to allow an event center in Light Commercial (C-1) for 1.18 acres, more or less, out of Blocks 29 and 29A, Los Ebanos Properties Subdivision, Cameron County, Texas, located at 813 Paredes Line Road, Brownsville, Texas 78521, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

Summary:
Property owner, Carlos Gomez Paredes, is requesting a Specific Use Permit to allow an event center in Light Commercial (C-1) for 1.18 acres of land, more or less, out of Blocks 29 and 29A, Los Ebanos Properties Subdivision, Cameron County, Texas, located at 813 Paredes Line Road, Brownsville, Texas 78521.

The predominant land use in the surrounding area is commercial business. Additional uses, such as single-family dwelling and industrial development (warehousing and a construction company) are also present within proximity of the subject property.

The property is located within the Town Corridor. The request is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property currently is an undeveloped lot on which the applicant would like to establish an event center. A Specific Use Permit is necessary since the proposed use is not allowed by the current zoning designation of the property (Light Commercial).

Staff would like to point out that with the approval of Ordinance No. 2020-235.94 on April 21, 2020, all event centers/party halls will have to undergo the Specific Use permit process for the purpose of preventing any sound related grievances by residential property owners within proximity of the proposed use. Since the Specific Use Permit process requires the approval of a site plan, staff will be able to work with the developer and incorporate sound attenuation measures within the design of the structure.

Funding:
Source:
Amount:
Local Contribution if Applicable:

Recommendation:
There was no written or verbal opposition at the Planning and Zoning Commission meeting on June 18, 2020. Planning and Zoning Commission approves this Specific Use Permit request to allow an event center in Light Commercial (C-1).

There was no written or verbal opposition at the City Commission Meeting on July 7, 2020. City Commission approves this Specific Use Permit request to allow an event center in Light Commercial (C-1).

Commission Pillar:
Planning, Zoning, and Development Pillar

Attachments:
1. Binder-235-2020-016-S
2. 2nd Reading Zoning Cases 080420
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 an event center in Light Commercial (C-1) for 1.18 acres, more or less, out of Blocks 29 and 29A, Los Ebanos Properties Subdivision, Cameron County, Texas, located at 813 Paredes Line Road, 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 the area rezoned by this amendment shall continue to be subject to all applicable regulations.

Section 3. That whenever one provision of this ordinance conflicts with another provision of this ordinance, the provision which governs shall be the one listed sooner on the following list: Section 3 of this ordinance, Section 2 of this ordinance, Section 1 of this ordinance.

Section 4. That all provisions of Section 348 of the City Zoning Ordinance 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 5. Specific Use shall be valid for one year from the passage of this ordinance. If no construction occurs within one year from the time of passage the specific use permit shall be null and void.


(SEAL)

BY: ______________________________
Juan “Trey” Mendez
Mayor

ATTEST: _________________________
Griselda Rosas
Interim City Secretary
# Specific Use Permit Application

<table>
<thead>
<tr>
<th>Multi-Family/Office/Commercial/Retail/Industrial</th>
<th>Single Family</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ 0-1 Acres .....$500.00</td>
<td>☐ 0-1 Acres .....$250.00</td>
</tr>
<tr>
<td>☑ 1.-5. Acres .....$750.00</td>
<td>☐ 1.-10. Acres .....$500.00</td>
</tr>
<tr>
<td>☐ 5.-10. Acres $1,000.00</td>
<td>☐ 10. and Up .....$1,250.00</td>
</tr>
</tbody>
</table>

☐ Planning and Zoning Commission  
☐ City Commission  

Tentative Date: 5/12/20

* For submittal requirements, see Appendix A. Zoning Processing Fees

---

Geographic ID #: 04-9200-0290-0020-00

Project Address: 813 Progres LN Rd.

Subdivision: Los Eboni Properties Sub.

Lot(s)/Block: 1.18 Being BLK 29 and 29A

Current Zoning: H 4th Proper  
And overlay district if applicable: N/A

Proposed Use: Event Center  
Gross Acreage: 1.18

* If property is not subdivided, need to provide survey map and/or metes and bounds.

---

### Owner Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>Carlos Gomez Progres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>4027 Tito ct.</td>
</tr>
<tr>
<td>City:</td>
<td>Brownsville</td>
</tr>
</tbody>
</table>
| State: | TX  
Zip Code: | 78526 |
| Telephone: | 466-6069 |
| Fax: | |
| Email: | A3D-Design1@yahoo.com |

Signature: [Signature]

Special Note: INCOMPLETE APPLICATION WILL NOT BE ACCEPTED.

---

### Representative/Agent Information

<table>
<thead>
<tr>
<th>Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>City:</td>
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<tr>
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</tr>
<tr>
<td>Zip Code:</td>
<td></td>
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<tr>
<td>Telephone:</td>
<td></td>
</tr>
<tr>
<td>Fax:</td>
<td></td>
</tr>
<tr>
<td>Email:</td>
<td></td>
</tr>
</tbody>
</table>

Signature: [Signature]

---

### Office Use Only

Date Submitted: 5/13/2020  
Code: ZN32  
Application Fee: $750.00

Accepted By: Martin Vega  
Case Number 235-2020-016-S
EXHIBIT “A”
Specific Use Permit Request:

Case # 235-2020-016-S
Carlos Gomez Paderes

Current Zoning:
Light Commercial (C1)

Proposed Use:
Event Center
Light Commercial (C1)

Brownsville Electoral District #3
Legal Description: 1.18 acres of land, more or less, Blocks 29 and 29A, Los Ebanos Properties Subdivision, Cameron County, Texas, located at 813 Paredes Line Road, Brownsville, Texas 78521.

Roadway Frontage: The subject property is fronting Paredes Line Road, a Primary Arterial.

Predominant Land Use: The predominant land use within the area is single family dwelling.

North: Retail Business and Restaurants
East: Retail Business and Restaurant
South: Apartments, Medical Clinics and Retail Business
West: BISD Administration Building and Retail Business

EXISTING ZONING DESIGNATIONS (SEE ATTACHED ZONING MAP)
North: Dwelling (D), Light Commercial (C-1), and Light Industrial (7C)
East: Dwelling (D), Apartment (A), Light Commercial (C-1), Heavy Commercial (C-2), and Light Industrial (7C)
South: Dwelling (D), Apartment (A), Light Commercial (C-1), and Light Industrial (7C)
West: Dwelling (D), Light Commercial (C-1), Light Industrial (7C), and Medium Industrial (8C)

FUTURE LAND USE PLAN (SEE ATTACHED FUTURE LAND USE MAP)
A review of the adopted City of Brownsville Future Land Use Plan indicates that the subject land is located within the Town Corridor. Town corridors are primarily residential with small clusters of commercial land uses at regularly spaced intervals. Institutional and community facility land uses are also present. Residential uses should have a density of 3 dwelling units per acre and consist primarily of single family homes with some attached townhouses and larger lots. 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 and would not create significant or burdensome demands on public facilities such as water, wastewater, or transportation. In general, the proposed zoning/use would complement existing development and would not have 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 specific use permit request to allow an event center in Light Commercial (C-1).
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<td>624 Browne Street</td>
<td>Cleotilde Cruz/Arnold Hinojosa</td>
<td>To rezone from Dwelling “A” (DA) to Dwelling “G” (DG)</td>
<td>To allow a duplex</td>
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<td>D’Luna Plata, LLC</td>
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## Second Reading Zoning Cases

**CITY COMMISSION HEARING DATE:** AUGUST 4, 2020

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<td>Specific Use Permit</td>
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<td>Carlos Gomez Paredes</td>
<td>To allow an event center in Light Commercial (C-1)</td>
<td>To allow an event center</td>
<td>No written or verbal opposition</td>
</tr>
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<td>Rezone</td>
<td>48 Soto Drive</td>
<td>Onasis &amp; Yedid Ochoa</td>
<td>To rezone from Dwelling “A” (DA) to Dwelling “G” (DG)</td>
<td>To allow reduced setbacks for building a car port</td>
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<td>235-2020-903</td>
<td>3</td>
<td>Rezone</td>
<td>Near F.M. 511</td>
<td>Greater Brownsville Incentives Corporation</td>
<td>To rezone from Dwelling “Z” (DZ) to Light Industrial “J” (7CJ)</td>
<td>To allow an industrial development (production of fiberglass containers)</td>
<td>No written or verbal opposition</td>
</tr>
</tbody>
</table>
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Rick Vasquez, Planning & Redevelopment Director, Martin Vega, Senior Planner
Date: Tuesday, August 4, 2020

Agenda #: APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2020-017, to amend the Zoning Map from Dwelling “A” (DA) to Dwelling “G” (DG) for Lots 39 & 41, Baytes Circle Homesites Subdivision, Cameron County, Texas, located at 48 Soto Drive, Brownsville, Texas 78520, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

Summary:
Property owners, Onasis and Yedid Ochoa, propose to change the Area District designation for Lots 39 and 41, Baytes Circle Homesites Subdivision, Cameron County, Texas, located at 48 Soto Drive, Brownsville, Texas 78520. The applicants request to rezone the subject property from Dwelling “A” (DA) to Dwelling “G” (DG) to reduce the front yard setbacks and maximize the available construction area for the purpose of building a carport.

<table>
<thead>
<tr>
<th>Area District “A” (Residential)</th>
<th>Area District “G” (Residential)</th>
</tr>
</thead>
<tbody>
<tr>
<td>25 ft. - front setback</td>
<td>25 ft. - front setback</td>
</tr>
<tr>
<td>5.5 ft. - lateral setback</td>
<td>3.5 ft. - lateral setback</td>
</tr>
<tr>
<td>25 ft. - rear setback</td>
<td>3.5 ft. - rear setback</td>
</tr>
<tr>
<td>Carport is Prohibited in Front Yard</td>
<td>Carport is Permitted in Front Yard</td>
</tr>
</tbody>
</table>

The predominant land use in the surrounding area is single family dwelling. Additional uses, such as undeveloped land and commercial business (retail plaza, flea market, car lot, etc.) are also present within proximity of the subject property.

The property is located within the Linkage Corridor. The request is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property currently is site to a single-family residence to which the applicants want to add a carport within the front yard setback. A zoning change is necessary since Area District “G” is the only district that allows a carport in the front yard. The property is categorized as Area District “A”, therefore prohibiting the carport.

Funding:
Source:
Amount:
Local Contribution if Applicable:

Recommendation:
There was no written or verbal opposition at the Planning and Zoning Commission meeting on June 18, 2020. Planning and Zoning Commission approves this rezoning from Dwelling “A” (DA) to Dwelling “G” (DG).

There was no written or verbal opposition at the City Commission Meeting on July 7, 2020. City Commission approves this
rezone from Dwelling “A” (DA) to Dwelling “G” (DG).

**Commission Pillar:**
Planning, Zoning, and Development Pillar

**Attachments:**
1. Binder-235-2020-017
2. 2nd Reading Zoning Cases 080420
ORDINANCE NUMBER 235-2020-017

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 Dwelling “A” (DA) to Dwelling “G” (DG) for Lots 39 & 41, Baytes Circle Homesites Subdivision, Cameron County, Texas, located at 48 Soto Drive, 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 Sections 180 through 221 of the City Zoning Ordinance 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.


(SEAL)

BY: ______________________________
Juan “Trey” Mendez
Mayor

ATTEST: _________________________
Griselda Rosas
Interim City Secretary
Zoning Application

Multi-Family/Office/Commercial/Retail/Industrial

- 0-1 Acres ....$500.00
- 1-5 Acres ....$750.00
- 5-10 Acres ....$1,000.00
- 10 and Up ....$1,500.00

□ Planning and Zoning Commission

□ City Commission

Tentative Date: ______________________

Tentative Date: ______________________

* For submittal requirements, see Appendix A. Zoning Processing Fees

Geographic ID #: 01-5430-0000-0390-00

Project Address: 48 SOTO Dr.

Subdivision: BAYTES CIRCLE

Lot(s)/Block: LOT 39 & 41

Current Area Classification: A

Proposed Area Classification: G

Gross Acreage: 0.26

Current Zoning: DWELLING

Proposed Zoning: DWELLING

Proposed Used: REDUCED SETBACKS

Overlay Districts: N/A

* If property is not subdivided you will need to provide survey map and/or metes and bounds

* If the application is signed by the representative we need a notarized authorization letter from the owner.

Owner Information

Name: ONASIS J YEDID OCHOA

Address: 48 SOTO Dr.

City: BROWNSVILLE TX

State: TX Zip Code: 78520

Telephone: 956-313-1062

Fax: __________________________

Email: __________________________

Signature: __________________________

Special Note: INCOMPLETE APPLICATION WILL NOT BE ACCEPTED

Representative/Agent Information

Name: __________________________

Address: __________________________

City: __________________________

State: __________________________ Zip Code: __________________________

Telephone: __________________________

Fax: __________________________

Email: __________________________

Signature: __________________________

Office Use Only

Date Submitted: 5/14/2020 Code: ZN31 Application Fee: $250.00

Accepted By: __________________________ Case Number 235-2020-017

1034 E. LEVEE STREET 2ND FLOOR • CITY PLAZA • BROWNSVILLE, TEXAS 78520

PHONE (956) 548-6150 • FAX (956) 548-6144 Form-04-1003U
Exhibit "A"
Rezoning Request:

Case # 235-2020-017
Onasis & Yedid Ochoa

Current Zoning: Dwelling "A"

Proposed Zoning: Dwelling "G"
STAFF REPORT

APPLICATION DETAILS

Applicant/Representative: Onasis & Yedid Ochoa
Property Address: 48 Soto Drive
Application Type: Rezone
Current Zoning: Dwelling “A” (DA)
Application Date: May 14, 2020
Meeting Dates: 1st – July 7, 2020 / 2nd – August 4, 2020
Overlay(s): N/A
No. of Mail-outs: 18

GeoID: 01-5430-0000-0390-00
Case No.: 235-2020-017
Proposed Use: Car Port-Reduced Setbacks
Proposed Zoning: Dwelling “G” (DG)
P&Z Date: June 18, 2020
Electoral District: 4
Annexation Year: 1965 - 1984
Opposition: No written or verbal opposition

PROPERTY DETAILS

Legal Description: Lots 39 and 41, Baytes Circle Subdivision, Cameron County, Texas, located at 48 Soto Drive, Brownsville, Texas 78520.
Roadway Frontage: The subject property is fronting Soto Drive, 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: Undeveloped Land, Single Family Dwelling and Retail Business
East: Single Family Dwelling and Retail Business
South: Undeveloped Land and Single Family Dwelling
West: Undeveloped Land and Single Family Dwelling

EXISTING ZONING DESIGNATIONS (SEE ATTACHED ZONING MAP)

North: Dwelling (D), Light Commercial (C-1), and Light Industrial (7C)
East: Dwelling (D), Light Commercial (C-1), and Light Industrial (7C)
South: Dwelling (D), Light Commercial (C-1), and Light Industrial (7C)
West: Dwelling (D), Apartment (A), and Light Industrial (7C)

FUTURE LAND USE PLAN (SEE ATTACHED FUTURE LAND USE MAP)

A review of the adopted City of Brownsville Future Land Use Plan indicates that the subject land is located within the Linkage Corridor. The Linkage Corridor is primarily commercial in the form of community land uses such as medical offices, auditoriums and sports facilities. Residential uses should have a density of 6 dwelling units per acre and consist primarily of single family dwellings and attached townhouses. 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 and would not create significant or burdensome demands on public facilities such as water, wastewater, or transportation. In general, the proposed zoning/use would complement existing development and would not have 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 Dwelling “A” (DA) to Dwelling “G” (DG).
## Second Reading Zoning Cases

**CITY COMMISSION HEARING DATE:** AUGUST 4, 2020

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To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Rick Vasquez, Planning & Redevelopment Director, Martin Vega, Senior Planner
Date: Tuesday, August 4, 2020
Agenda #: APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2020-903, to amend the Zoning Map from Dwelling “Z” (DZ) to Light Industrial “J” (7CJ) for an approximate 309.12 acres, more or less, out of a 477 acre tract out of Lieven J. Van Riet acre tract; save and except, a 24.493 acre tract more or less out of the same Lieven J. Van Riet Tract, Cameron County, Texas, located near F.M. 511, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

Summary:
Property owner, Greater Brownsville Incentives Corporation (GBIC), proposes to change the Area and Use District designation for an approximate 309.12 acres, more or less, out of a 477 acre tract out of Lieven J. Van Riet acre tract; save and except, a 24.493 acre tract more or less out of the same Lieven J. Van Riet Tract, Cameron County, Texas, located near F.M. 511, Brownsville, Texas 78526. The applicant has requested to rezone the subject property from Dwelling “Z” (DZ) to Light Industrial “J” (7CJ) for the purpose of building a production plant to manufacture fiberglass containers.

<table>
<thead>
<tr>
<th>Area District “Z” (Commercial)</th>
<th>Area District “J” (Commercial)</th>
</tr>
</thead>
<tbody>
<tr>
<td>30 ft.-front setback</td>
<td>0 ft.-front setback</td>
</tr>
<tr>
<td>5.5 ft.-lateral setback</td>
<td>0 ft.-lateral setback</td>
</tr>
<tr>
<td>5.5 ft.-rear setback</td>
<td>0 ft.-rear setback</td>
</tr>
</tbody>
</table>

The predominant land use in the surrounding area is undeveloped land. Additional uses, such as single family dwelling, elementary school, water treatment facility, correctional facility, BPUB maintenance facility, and Border Patrol Station are also present within proximity of the subject property.

The property is located within the Employment Hub District and Town Corridor. The request is consistent with the Future Land Use Map.

Project Scope and Analysis:
The applicant is proposing a manufacturing plant use on the subject property which is currently vacant. The approximate 309.12 acres that make up this request are the southern portion of a larger tract that already has the zoning designation that the applicant looks to obtain (Light Industrial “J” – 7CJ). The northern portion of the overall tract is abutting F.M. 511. A change in Use District is necessary since a Dwelling (D) category does not allow industrial development. Changing the Use District designation would not only allow the proposed development, but would also provide a uniform zoning throughout the entire property. Additionally, the new Area District “J” would reduce setbacks to zero feet from all property lines, therefore maximizing the buildable area of the development.

Funding:
Recommendation:
There was no written or verbal opposition at the Planning and Zoning Commission Meeting on June 18, 2020. Planning and Zoning Commission approves this rezone from Dwelling “Z” (DZ) to Light Industrial “J” (7CJ).

There was no written or verbal opposition at the City Commission Meeting on July 7, 2020. City Commission approves this rezone from Dwelling “Z” (DZ) to Light Industrial “J” (7CJ).

Commission Pillar:
Economic Development Pillar

Attachments:
1. Binder-235-2020-903
2. 2nd Reading Zoning Cases 080420
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 Dwelling “Z” (DZ) to Light Industrial “J” (7CJ) for an approximate 309.12 acres, more or less, out of a 477 acre tract out of Lieven J. Van Riet acre tract; save and except, a 24.493 acre tract more or less out of the same Lieven J. Van Riet Tract, Cameron County, Texas, located near F.M. 511, 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 Sections 180 through 221 of the City Zoning Ordinance 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.


(SEAL)

BY:_____________________________________
Juan “Trey” Mendez
Mayor

ATTEST:_________________________________
Griselda Rosas
Interim City Secretary
# Zoning Application

**Multi-Family/Office/Commercial/Retail/Industrial**

- □ 0-1 Acres ....$500.00
- □ 1.-5. Acres ....$750.00
- □ 5.-10. Acres ....$1,000.00
- □ 10. and Up ....$1,500.00

**Single Family**

- □ 0-1 Acres ....$250.00
- □ 1.-10. Acres ....$500.00
- □ 10. and Up ....$1,000.00

☐ Planning and Zoning Commission

☐ City Commission

**Geographic ID #:**

- 79-2220-0040-0200-00
- 79-2220-0040-0401-00

**Project Address:**

Between Paderes Line Rd & Old Alice Rd, just north of the rail switch yard

**Subdivision:**

See Attached

**Lot(s)/Block:**

See Attached

**Current Area Classification:**

- Z

**Proposed Area Classification:**

- J

**Gross Acreage:**

- +/- 290

**Current Zoning:**

Dwelling

**Proposed Zoning:**

Light Industry

**Proposed Used:**

Production of fiberglass containers

**Overlay Districts:**

- OS1-A and O42

* If property is not subdivided you will need to provide survey map and/or metes and bounds
* If the application is signed by the representative we need a notarized authorization letter from the owner.

**Owner Information**

- **Name:** Greater Brownsville Incentives Corporation
- **Address:** 500 E. Saint Charles Street
- **City:** Brownsville
- **State:** TX
- **Zip Code:** 78520
- **Telephone:** (956) 561-4133
- **Fax:**
- **Email:** administration@greaterbrownsville.com
- **Signature:**

**Representative/Agent Information**

- **Name:** Mario Lozoya
- **Address:** 500 E. Saint Charles Street
- **City:** Brownsville
- **State:** TX
- **Zip Code:** 78520
- **Telephone:** (956) 561-4133
- **Fax:**
- **Email:** mlozoya@greaterbrownsville.com
- **Signature:**

Special Note: **INCOMPLETE APPLICATION WILL NOT BE ACCEPTED**

**Office Use Only**

- **Date Submitted:** 2/20/2020
- **Code:** N/A
- **Application Fee:** City Initiated

- **Accepted By:** Martin Vega
- **Case Number:** 235- 2020_ 903
Case # 235-2020-903
City Initiated

Current Zoning: Dwelling "Z"

Proposed Zoning: Light Industrial "J"
Case No. 235-2020-903
### APPLICATION DETAILS

- **Applicant/Representative:** Greater Brownsville Incentives Corp.
- **Property Address:** F.M. 511
- **Application Type:** Rezone (City Initiated)
- **Current Zoning:** Dwelling “Z” (DZ)
- **Application Date:** February 20, 2020
- **Meeting Dates:** 1st – July 7, 2020 / 2nd – August 4, 2020
- **Overlay(s):** O51A – Comm. Qual. Dist. / O42 – Commerce Dist.
- **No. of Mail-outs:** 16
- **Geoid:** 79-2220-0040-0200-00 / 79-2220-0040-0401-00
- **Case No.:** 235-2020-903
- **Proposed Use:** Fiberglass Container Production
- **Proposed Zoning:** Light Industrial “J” (7CJ)
- **P&Z Date:** June 18, 2020
- **Electoral District:** 3
- **Annexation Year:** 1999
- **Opposition:** No written or verbal opposition

### PROPERTY DETAILS

- **Legal Description:** An approximate 309.12 acres, more or less, out of a 477 acre tract out of Lieven J. Van Riet acre tract; save and except, a 24.493 acre tract more or less out of the same Lieven J. Van Riet Tract, Cameron County, Texas, located near F.M. 511, Brownsville, Texas 78526.
- **Roadway Frontage:** The subject property is fronting F.M. 511, a Highway.
- **Predominant Land Use:** The predominant land use within the area is undeveloped land.

### ABUTTING LAND USES

- **North:** Undeveloped Land, Water Treatment Facility, BPUB Facility, and Elementary School
- **East:** Undeveloped Land and Single Family Dwelling
- **South:** Undeveloped Land and Single Family Dwelling
- **West:** Undeveloped Land, Single Family Dwelling, Correctional Facility, Border Patrol Station

### EXISTING ZONING DESIGNATIONS

- **North:** Dwelling (D), Light Commercial (C-1), Heavy Commercial (C-2), and Heavy Industrial (9C)
- **East:** Dwelling (D), Dwelling/Retail (DR), Light Commercial (C-1), Heavy Commercial (C-2), and Light Industrial (7C)
- **South:** Dwelling (D) and Heavy Commercial (C-2)
- **West:** Dwelling (D), Light Commercial (C-1), and Heavy Commercial (C-2)

### FUTURE LAND USE PLAN

A review of the adopted City of Brownsville Future Land Use Plan indicates that the subject land is located within the Employment Hub District and Town Corridor. The Employment Hub District is designed to be a mixture of uses organized around neighborhoods. Residential uses should be primarily single family, duplex, and triplex uses with an average density of 4 dwellings units per acre. The Town Corridor is primarily residential with a density of 3 dwelling units per acre and should consist of single family dwellings. 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 and would not create significant or burdensome demands on public facilities such as water, wastewater, or transportation. In general, the proposed zoning/use would complement existing development and would not have 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 Dwelling “Z” (DZ) to Light Industrial “J” (7CJ).
Second Reading Zoning Cases

CITY COMMISSION HEARING DATE: AUGUST 4, 2020

<table>
<thead>
<tr>
<th>CASE NUMBER</th>
<th>Electoral District</th>
<th>Application Type</th>
<th>Property Address</th>
<th>Applicant/ Representative Name</th>
<th>Zoning Change</th>
<th>Reason for Request</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>235-2020-007</td>
<td>3</td>
<td>Rezone</td>
<td>7475 South Frontage Road</td>
<td>Salvador Cortez/ Daniela Cortez</td>
<td>To rezone from Dwelling “Z” (DZ) to Light Commercial (C-1)</td>
<td>To allow a daycare center</td>
<td>No written or verbal opposition</td>
</tr>
<tr>
<td>235-2020-009</td>
<td>4</td>
<td>Rezone</td>
<td>624 Browne Street</td>
<td>Cleotilde Cruz/Arnold Hinojosa</td>
<td>To rezone from Dwelling “A” (DA) to Dwelling “G” (DG)</td>
<td>To allow a duplex</td>
<td>No written or verbal opposition</td>
</tr>
<tr>
<td>235-2020-013</td>
<td>3</td>
<td>Rezone</td>
<td>Corner of Coria Street &amp; Media Luna Road</td>
<td>D’Luna Plata, LLC</td>
<td>To rezone from Dwelling “G” (DG)/Light Commercial (C-1) to Apartment (A)</td>
<td>To allow apartments</td>
<td>No written or verbal opposition</td>
</tr>
<tr>
<td>235-2020-014</td>
<td>1</td>
<td>Rezone</td>
<td>3135 Palo Blanco Street</td>
<td>G.B. &amp; E. Enterprises</td>
<td>To rezone from Dwelling “A” (DA) to Dwelling “G” (DG)</td>
<td>To allow a duplex</td>
<td>No written or verbal opposition</td>
</tr>
</tbody>
</table>
# Second Reading Zoning Cases

## CITY COMMISSION HEARING DATE: AUGUST 4, 2020

<table>
<thead>
<tr>
<th>CASE NUMBER</th>
<th>Electoral District</th>
<th>Application Type</th>
<th>Property Address</th>
<th>Applicant/Representative Name</th>
<th>Zoning Change</th>
<th>Reason for Request</th>
<th>Opposition</th>
</tr>
</thead>
<tbody>
<tr>
<td>235-2020-015</td>
<td>1</td>
<td>Rezone</td>
<td>15 Esperanza Road</td>
<td>Basilio Gomez</td>
<td>To rezone from Dwelling “G” (DG) to Light Commercial (C-1)</td>
<td>To allow a commercial establishment</td>
<td>No written or verbal opposition</td>
</tr>
<tr>
<td>235-2020-016-S</td>
<td>3</td>
<td>Specific Use Permit</td>
<td>813 Paredes Line Road</td>
<td>Carlos Gomez Paredes</td>
<td>To allow an event center in Light Commercial (C-1)</td>
<td>To allow an event center</td>
<td>No written or verbal opposition</td>
</tr>
<tr>
<td>235-2020-017</td>
<td>4</td>
<td>Rezone</td>
<td>48 Soto Drive</td>
<td>Onasis &amp; Yedid Ochoa</td>
<td>To rezone from Dwelling “A” (DA) to Dwelling “G” (DG)</td>
<td>To allow reduced setbacks for building a car port</td>
<td>No written or verbal opposition</td>
</tr>
<tr>
<td>235-2020-903</td>
<td>3</td>
<td>Rezone</td>
<td>Near F.M. 511</td>
<td>Greater Brownsville Incentives Corporation</td>
<td>To rezone from Dwelling “Z” (DZ) to Light Industrial “J” (7CJ)</td>
<td>To allow an industrial development (production of fiberglass containers)</td>
<td>No written or verbal opposition</td>
</tr>
</tbody>
</table>
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Elizabeth Walker, Asst. City Manager
Date: Tuesday, August 4, 2020
Agenda #: Public Hearing and ACTION on FIRST READING on Ordinance Number 2020-1669, approving a negotiated resolution between the City of Brownsville and Texas Gas Service (“TGS” or “The Company”) regarding the Company’s April 30, 2020, Cost of Service Adjustment (“COSA”) filing declaring existing rates to be unreasonable; adopting new tariffs that reflect rate adjustment consistent with the negotiated settlement and finding the rates to be set by the attached tariffs to be just and reasonable; providing for the recovery of the City’s and TGS’ reasonable and necessary rate case expenses; adopting a savings clause; determining that this ordinance was passed in accordance with the requirements of the Texas Open meetings Act; declaring an effective date; repealing any prior ordinances inconsistent with this ordinance and requiring delivery of this ordinance to the Company’s and the City’s Legal Counsel. (City Manager’s Office).

Summary:
On April 30, 2020, Texas Gas Service Company (“TGS” or “Company”) filed for a rate increase pursuant to the Cost of Service Adjustment (“COSA”) tariff adopted by the Rio Grande Valley Service Area Cities. The COSA is an annual expedited limited review rate increase. TGS claimed an entitlement to rate relief under the tariff in the amount of $1,924,585 on a system-wide basis. Cities across this service area formed a coalition to review the TGS filing and through attorney Thomas Brocato and consultant Karl Nalepa to negotiate a settlement. The coalition agreed to recommend a settlement of $1,893,252 on a system-wide basis.

This settlement should be adopted by the affected municipalities by ordinance; find attached with Model Staff Report for additional explanation. Rate adjustments are to be effective for meters read on or after the first billing cycle of August each year.

Project Scope and Analysis:
The Texas Legislature allows gas utilities to annually adjust rates based on changes to invested capital. That statutory provision is referred to as the Gas Reliability Infrastructure Program (“GRIP”). In a GRIP proceeding, cities are not allowed to intervene at the Railroad
Commission, cannot challenge the reasonableness of any investment, and may not recover rate case expenses. In 2009, RGVSA Cities negotiated a COSA tariff as a three year experimental substitute for the GRIP process. Finding the COSA process to be mutually beneficial, the COSA process was renewed at the end of the experiment. In 2012, Cities and TGS agreed to a revised COSA tariff. In 2017, Cities and TGS agreed to revise the existing COSA tariff. This is the third filing under the revised tariff.

**Funding:**
- **Source:** Not applicable
- **Amount:** 0
- **Local Contribution if Applicable:** $0

**Recommendation:**
Approve. Cities’ consultant found that TGS’ cost of service calculations were consistent with the terms of the COSA tariff and the costs reflected in the COSA filing were reasonable with two exceptions. TGS has agreed to remove these costs resulting in a reduction to its requested revenue requirement increase. In addition, in its 2020 COSA filing, TGS is addressing excess revenues caused by the reduction in the federal income tax rate in 2017 under the Tax Cuts and Jobs Act. TGS proposes to amortize and return to customers approximately $5.9 million over a 4-year period. TGS estimates a first-year customer refund of $1,854,150. The refund will be made as a one-time bill credit distributed as follows:

- **Class Per Customer**
  - Residential      $17.09
  - Commercial      $158.59
  - Public Authority $162.85
  - Industrial      $1,388.38

TGS will make annual filings to calculate subsequent bill credits until the entire amount is refunded.

In summary, these recommendations result in a total revenue requirement adjustment of $31,333 off of the Company’s original request of $1,924,585. The agreed reductions to the revenue requirement results in a total increase of $1,893,252. The first-year refund will essentially offset the increase in rates ($1,854,150 refund vs. $1,893,252 rate increase), however, subsequent year refunds will be lower.

Note, there is no separate settlement agreement. By adopting the tariffs, the City will be adopting rates consistent with the agreement.

**Commission Pillar:**
Governance Pillar

**Attachments:**
1. 2020 Model Staff Report in Support of TGS COSA Rate Increase Ordin
2. 2020 RGV COSA Settlement Ordinance
3. EDIT-Rider-RGV-IS_Aug 28 2020
4. T-1-RGV-IS_Jul 29 2020
5. 10-RGV-IS-Res_Jul 29 2020
6. 20-RGV-IS-Com_Jul 29 2020
7. 30-RGV-IS-Ind_Jul 29 2020
8. 40-RGV-IS-PubA_Jul 29 2020
Model Staff Report in Support of TGS
COSA Rate Increase Ordinance

Background

On April 30, 2020, Texas Gas Service Company (“TGS” or “Company”) filed for a rate increase pursuant to the Cost of Service Adjustment (“COSA”) tariff adopted by the Rio Grande Valley Service Area (“RGVSA”) Cities. TGS claimed an entitlement to rate relief under the tariff in the amount of $1,924,585 on a system-wide basis. Attorney, Thomas Brocato, and consultant, Karl Nalepa, relied upon by the city coalition to review the TGS filing and negotiate a settlement, agreed to recommend a settlement of $1,893,252 on a system-wide basis.

Purpose of the COSA

The Texas Legislature allows gas utilities to annually adjust rates based on changes to invested capital. That statutory provision is referred to as the Gas Reliability Infrastructure Program (“GRIP”). In a GRIP proceeding, cities are not allowed to intervene at the Railroad Commission, cannot challenge the reasonableness of any investment, and may not recover rate case expenses. In 2009, RGVSA Cities negotiated a COSA tariff as a three year experimental substitute for the GRIP process. Finding the COSA process to be mutually beneficial, the COSA process was renewed at the end of the experiment. In 2012, Cities and TGS agreed to a revised COSA tariff. In 2017, Cities and TGS agreed to revise the existing COSA tariff. This is the third filing under the revised tariff.

Resolution of the 2020 Filing

Cities’ consultant found that TGS’ cost of service calculations were consistent with the terms of the COSA tariff and the costs reflected in the COSA filing were reasonable with two exceptions. TGS has agreed to remove these costs resulting in a reduction to its requested revenue requirement increase.

In addition, in its 2020 COSA filing, TGS is addressing excess revenues caused by the reduction in the federal income tax rate in 2017 under the Tax Cuts and Jobs Act. TGS proposes to amortize and return to customers approximately $5.9 million over a 4-year period.

TGS estimates a first-year customer refund of $1,854,150. The refund will be made as a one-time bill credit distributed as follows:

<table>
<thead>
<tr>
<th>Class</th>
<th>Per Customer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$17.09</td>
</tr>
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</tr>
<tr>
<td>Industrial</td>
<td>$1,388.38</td>
</tr>
</tbody>
</table>
TGS will make annual filings to calculate subsequent bill credits until the entire amount is refunded.

In summary, these recommendations result in a total revenue requirement adjustment of $31,333 off of the Company’s original request of $1,924,585. The agreed reductions to the revenue requirement results in a total increase of $1,893,252. The first-year refund will essentially offset the increase in rates ($1,854,150 refund vs. $1,893,252 rate increase), however, subsequent year refunds will be lower.

**EXPLANATION OF “BE IT ORDAINED” PARAGRAPHS IN THE ORDINANCE**

Section 1. When rates change, it is critical for the regulatory authority to find existing rates to be unreasonable and for the new rates to be just and reasonable. This section finds that the new rates reflected in tariffs for each customer class attached to the Ordinance are reasonable.

Section 2. This paragraph authorizes TGS to collect an additional $1,893,252 in revenue.

Section 3. This paragraph authorizes TGS to refund approximately $5.9 million related to excess tax revenues.

Section 4. This paragraph requires the Company to reimburse the City for consulting and legal costs associated with the requested increase.

Section 5. This paragraph repeals any prior City action that might be inconsistent with the new tariffs adopted by the Council.

Section 6. This paragraph recites compliance with the Open Meetings Act.

Section 7. This paragraph is a typical savings clause, preserving the remaining provisions of the Ordinance should any one provision be determined to be invalid.

Section 8. Pursuant to the COSA tariff, the new rates are to become effective on or after the first billing cycle of August each year. This paragraph allows the Company to implement the new rates on meter reads that occur on or after July 29, 2020.

Section 9. This paragraph requires that an adopted and signed copy of the Ordinance be sent to the Company and outside counsel to the City.

**RECOMMENDATION**

The City staff recommends adoption of the Ordinance and tariffs establishing new rates.
ORDINANCE NO. 2020-1669

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, (“CITY”) APPROVING A NEGOTIATED RESOLUTION BETWEEN THE CITY AND TEXAS GAS SERVICE (“TGS” OR “THE COMPANY”) REGARDING THE COMPANY’S APRIL 30, 2020 COST OF SERVICE ADJUSTMENT (“COSA”) FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING NEW TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; PROVIDING FOR THE RECOVERY OF THE CITY’S AND TGS’ REASONABLE AND NECESSARY RATE CASE EXPENSES; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; REPEALING ANY PRIOR ORDINANCES INCONSISTENT WITH THIS ORDINANCE AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY’S AND THE CITY’S LEGAL COUNSEL.

WHEREAS, the City of Brownsville, Texas (“City”) is a gas utility customer of Texas Gas Service (“TGS” or “the Company”), and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, pursuant to the terms of the agreement settling TGS’ 2017 Statement of Intent to increase rates, to which City was a signatory, the City and other municipalities within the Rio Grande Valley Service Area and TGS worked collaboratively to develop the Cost of Service Adjustment (“COSA”) tariff that allows for an expedited comprehensive rate review process; and

WHEREAS, on or about April 30, 2020, TGS filed with the City a COSA tariff seeking to increase natural gas rates to all customers residing in the City; and

WHEREAS, the Company has requested a system-wide increase of $1,924,585; and
WHEREAS, the Company’s COSA filing proposes an approximately $5.9 million refund to customers for funds over-collected in past rates related to the excess accumulated deferred income tax (“EDIT”);

WHEREAS, the City coordinated a review of TGS’ COSA filing and designated attorneys and consultants to resolve issues in the Company’s COSA filing; and

WHEREAS, the Company has filed evidence that existing rates are unreasonable and should be changed; and

WHEREAS, independent analysis by the City’s rate expert concluded that TGS is able to justify an increase over current rates; and

WHEREAS, the City’s attorney and consultant recommend that the City approve the Settlement Agreement reflecting increased revenues of $1,893,252 on a system-wide basis and approve TGS’ proposed tax refund of approximately $5.9 million; and

WHEREAS, the attached tariffs implementing new rates are consistent with the negotiated resolution reached by the City and are just, reasonable, and in the public interest; and

WHEREAS, the negotiated resolution of the Company’s COSA filing and the resulting rates are, as a whole, in the public interest; and

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

Section 1. That the City Commission finds that the existing rates for natural gas service provided by TGS are unreasonable and the new tariffs implementing this Ordinance, which are attached hereto and incorporated herein as Attachment A, are just and reasonable and are hereby adopted.

Section 2. That a rate increase of $1,893,252 on a system-wide basis is reasonable.
Section 3. That a tax refund of approximately $5.9 million is reasonable.

Section 4. That TGS shall reimburse the reasonable ratemaking expenses of the City in processing the Company’s rate application.

Section 5. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

Section 6. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 7. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

Section 8. That the tariffs attached as Attachment A to this Ordinance shall become effective for meters read on and after July 29, 2020 consistent with the COSA tariff.

Section 9. That a copy of this Ordinance shall be sent to TGS, care of Stephanie Houle, 1301 South Mopac, Suite 400, Austin, Texas 78746, and to Thomas L. Brocato, Special Counsel to the City, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.

PASSED AND APPROVED ON FIRST READING this __________ day of ___________________, 2020.

PASSED AND APPROVED ON SECOND READING this __________ day of ___________________, 2020.
TREY MENDEZ, Mayor

ATTEST:

LAURE MORGAN, City Secretary

APPROVED AS TO FORM:

RENE DE COSS, City Attorney
EXCESS DEFERRED INCOME TAX CREDIT

A. APPLICABILITY

This Excess Deferred Income Tax Credit applies to all general service rate schedules of Texas Gas Service Company, a Division of ONE Gas, Inc. (“Company”) currently in force in the Company's Rio Grande Valley Service Area within the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas including Rate Schedules 10, 20, 30, 40, and T-1.

B. CALCULATION OF CREDIT

The annual amortization of the regulatory liability for excess deferred income taxes resulting from the Tax Cuts and Jobs Act of 2017 and in compliance with GUD No. 10695, will be credited to customers annually on a one-time, per bill basis in February of each year and will show as a separate line item on the customer’s bill until fully amortized. The initial credit will occur in September 2020.

EDIT CREDIT – The total amount, if any, of the credit in a given year will be determined by:

- The average rate assumption method (“ARAM”) as required by the Tax Cuts and Jobs Act of 2017 Section 13001(d) for the protected portion of the regulatory liability for excess deferred income taxes; and
- A 4-year amortization for nonprotected property.

TRUE-UP ADJUSTMENT – The Excess Deferred Income Tax credit shall be trued-up annually. The True-Up Adjustment will be the difference between the amount of that year’s EDIT Credit and the amount actually credited to customers.

EDIT CREDIT PER CUSTOMER – The EDIT credit per customer will be determined by allocating that year’s credit, plus/minus any prior year true up adjustment, among the customer classes utilizing the same class revenue allocation as approved in the most recent general rate case, and then by dividing each class’s portion by the number of customers in that class.

C. EDIT CREDIT PER CUSTOMER

<table>
<thead>
<tr>
<th>Class</th>
<th>Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>$ 17.09</td>
</tr>
<tr>
<td>Commercial</td>
<td>$ 158.59</td>
</tr>
<tr>
<td>Industrial</td>
<td>$1,388.38</td>
</tr>
<tr>
<td>Public Authority</td>
<td>$ 162.85</td>
</tr>
</tbody>
</table>

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

D. OTHER ADJUSTMENTS

Taxes: Plus applicable taxes and fees (including franchise fees) related to above.
EXCESS DEFERRED INCOME TAX CREDIT
(Continued)

E. ANNUAL FILING

The Company shall make a filing each year no later than December 31, including the following information:

a. the total dollar amount of that year’s EDIT Credit;
b. the total dollar amount actually credited to customers;
c. true-up amount, if any, due to the difference between items a. and b., above;
d. the amount of the upcoming year’s EDIT Credit; and

e. the amounts of the upcoming year’s EDIT Credit per Customer.

F. CONDITIONS

Subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.
TRANSPORTATION SERVICE RATE

APPLICABILITY

Applicable to customers who have elected Transportation Service not otherwise specifically provided for under any other rate schedule.

Service under this rate schedule is available for the transportation of customer-owned natural gas through Texas Gas Service Company, a Division of ONE Gas, Inc.’s (the “Company”) distribution system. The customer must arrange with its gas supplier to have the customer’s gas delivered to one of the Company’s existing receipt points for transportation by the Company to the customer’s facilities at the customer’s delivery point. The receipt points shall be specified by the Company at its reasonable discretion, taking into consideration available capacity, operational constraints, and integrity of the distribution system.

AVAILABILITY

Natural gas service under this rate schedule is available to any individually metered, non-residential customer for the transportation of customer owned natural gas through the Company’s Rio Grande Valley distribution system which includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas. Such service shall be provided at any point on the Company’s System where adequate capacity and gas supply exists, or where such capacity and gas supply can be provided in accordance with the applicable rules and regulations and at a reasonable cost as determined by the Company in its sole opinion.

COST OF SERVICE RATE

During each monthly billing period, a customer charge per meter per month listed by customer class as follows:

<table>
<thead>
<tr>
<th>Customer Class</th>
<th>Charge per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial</td>
<td>$436.84</td>
</tr>
<tr>
<td>Industrial</td>
<td>$707.09</td>
</tr>
<tr>
<td>Public Authority</td>
<td>$437.93</td>
</tr>
</tbody>
</table>

Plus – All Ccf per monthly billing period listed by customer class as follows:

<table>
<thead>
<tr>
<th>Customer Class</th>
<th>Ccf Range</th>
<th>Charge per Ccf</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial</td>
<td>The First 5000 Ccf</td>
<td>$0.31650</td>
</tr>
<tr>
<td></td>
<td>All Over 5000 Ccf</td>
<td>$0.01777</td>
</tr>
</tbody>
</table>

Supersedes Same Schedule Dated
July 29, 2019

Meters Read On and After
July 29, 2020
TRANSPORTATION SERVICE RATE

(Continued)

Industrial
The First 5000 Ccf @ $0.30336 per Ccf
All Over 5000 Ccf @ $0.03453 per Ccf

Public Authority
The First 5000 Ccf @ $0.38068 per Ccf
All Over 5000 Ccf @ $0.01595 per Ccf

ADDITIONAL CHARGES

1) A charge will be made each month to recover the cost of taxes paid to the State of Texas pursuant to Texas Utilities Code, Chapter 122 as such may be amended from time to time which are attributable to the transportation service performed hereunder.

2) A charge will be made each month to recover the cost of any applicable franchise fees paid to the cities.

3) In the event the Company incurs a demand or reservation charge from its gas supplier(s) or transportation providers in the unincorporated areas of the Rio Grande Valley Service Area, the customer may be charged its proportionate share of the demand or reservation charge based on benefit received by the customer.

4) Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider RCE.

5) The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

6) The billing shall reflect adjustments in accordance with provisions of the Excess Deferred Income Taxes Rider, Rate Schedule EDIT-Rider.

SUBJECT TO

1) Tariff T-TERMS, General Terms and Conditions for Transportation.

2) Transportation of natural gas hereunder may be interrupted or curtailed at the discretion of the Company in case of shortage or threatened shortage of gas supply from any cause whatsoever, to conserve gas for residential and other higher priority customers served. The curtailment priority of any customer served under this schedule shall be the same as the curtailment priority established for other customers served pursuant to the Company’s rate schedule which would otherwise be available to such customer.

3) Subject to all applicable laws and orders, and the Company’s rules and regulations on file with the regulatory authority.

Supersedes Same Schedule Dated July 29, 2019

Meters Read On and After July 29, 2020
RESIDENTIAL SERVICE RATE

APPLICABILITY

Applicable to a residential customer in a single dwelling, or in a dwelling unit of a multiple dwelling or residential apartment, for domestic purposes. A residential consumer includes an individually-metered residential unit or dwelling that is operated by a public housing agency acting as an administrator of public housing programs under the direction of the U.S. Department of Housing and Urban Development. This rate is only available to full requirements customers of Texas Gas Service Company, a Division of ONE Gas, Inc.

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

- A Customer Charge per meter per month of $17.02 plus
- All Ccf @ $0.53863 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Energy Efficiency Program: Adjustments in accordance with the provisions of the Energy Efficiency Program, Rate Schedule 1EE, if applicable.


Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company’s rules and regulations on file with the regulatory authority.

Supersedes Same Sheet Dated
July 29, 2019

Meters Read On and After
July 29, 2020
COMMERCIAL SERVICE RATE

APPLICABILITY

Applicable to commercial consumers and to consumers not otherwise specifically provided for under any other rate schedule. This rate is only available to full requirements customers of Texas Gas Service Company, a Division of ONE Gas, Inc.

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of $94.84 plus (For Commercial Service)

$76.84 plus (For Church Service)

All Ccf @ $0.31650 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.

Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Energy Efficiency Program: Adjustments in accordance with the provisions of the Energy Efficiency Program, Rate Schedule 1EE, if applicable.


Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company’s rules and regulations on file with the regulatory authority.

Supersedes Same Sheet Dated July 29, 2019

Meters Read On and After July 29, 2020
INDUSTRIAL SERVICE RATE

APPLICABILITY

Applicable to any qualifying industrial customer whose primary business activity at the location served is included in one of the following classifications of the Standard Industrial Classification Manual of the U.S. Government.

- Division B - Mining - all Major Groups
- Division D - Manufacturing - all Major Groups
- Divisions E and J - Utility and Government - facilities generating power for resale only

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of $457.09 plus

All Ccf @ $0.30336 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.


Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company’s rules and regulations on file with the regulatory authority.

Supersedes Same Sheet Dated
July 29, 2019

Meters Read On and After
July 29, 2020
PUBLIC AUTHORITY SERVICE RATE

APPLICABILITY

Applicable to any qualifying public authority, public and parochial schools and colleges, and to all facilities operated by Governmental agencies not specifically provided for in other rate schedules or special contracts. This rate is only available to full requirements customers of Texas Gas Service Company, a Division of ONE Gas, Inc.

TERRITORY

The Rio Grande Valley Service Area includes the incorporated areas of Alamo, Alton, Brownsville, Combes, Donna, Edcouch, Edinburg, Elsa, Harlingen, Hidalgo, La Feria, La Joya, La Villa, Laguna Vista, Los Fresnos, Lyford, McAllen, Mercedes, Mission, Palm Valley, Palmhurst, Palmview, Penitas, Pharr, Port Isabel, Primera, Progreso, Rancho Viejo, Raymondville, Rio Hondo, San Benito, San Juan, Santa Rosa, and Weslaco, Texas.

COST OF SERVICE RATE

During each monthly billing period:

A Customer Charge per meter per month of $82.93 plus

All Ccf @ $0.38068 per Ccf

OTHER ADJUSTMENTS

Cost of Gas Component: The basic rates for cost of service set forth above shall be increased by the amount of the Cost of Gas Component for the billing month computed in accordance with the provisions of Rate Schedule 1-INC.


Weather Normalization Adjustment: The billing shall reflect adjustments in accordance with the provisions of the Weather Normalization Adjustment Clause, Rate Schedule WNA.

Pipeline Integrity Testing Rider: The billing shall reflect adjustments in accordance with provisions of the Pipeline Integrity Testing Rider, Rate Schedule PIT.

Rate Schedule RCE: Adjustments in accordance with provisions of the Rate Case Expense Surcharge Rider.

Taxes: Plus applicable taxes and fees (including franchises fees) related to above.

CONDITIONS

Subject to all applicable laws and orders, and the Company’s rules and regulations on file with the regulatory authority.

Supersedes Same Sheet Dated
July 29, 2019

Meters Read On and After
July 29, 2020
To: Mayor and City Commission
Through: Noel Bernal, City Manager

Date: Tuesday, August 4, 2020

Agenda #: Consideration and ACTION to approve a Memorandum of Understanding between the Housing Authority and the City of Brownsville regarding a joint application for a Choice Neighborhoods Planning Grant. (City Manager's Office)

Summary:
Item as sponsored by Commissioners.

Project Scope and Analysis:

Funding:
Source:
Amount:
Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Choose an Option

Attachments:
1. MOU between HACB and the COB Reg Joint App for CN Planning Grant
MEMORANDUM OF UNDERSTANDING
BETWEEN THE HOUSING AUTHORITY OF THE CITY OF BROWNSVILLE
AND
THE CITY OF BROWNSVILLE, TEXAS
REGARDING A JOINT APPLICATION FOR A
CHOICE NEIGHBORHOODS PLANNING GRANT

This Memorandum of Understanding (MOU) is made and entered into this ____ day of August, 2020 by and between the Housing Authority City of Brownsville, a public housing authority hereinafter referred to as “HACB” and the City of Brownsville, TX hereinafter referred to as “City” is intended to show a strong commitment of both parties to the development of a Transformation Plan for the International Southmost neighborhood as described in the grant application for a Choice Neighborhoods Planning Grant.

WHEREAS, on July 14th, 2020 the U.S. Department of Housing and Urban Development (HUD) issued the Choice Neighborhoods Planning Grants Notice of Funding Availability (NOFA) for Fiscal Year 2020. Choice Neighborhoods Planning Grants are two-year grants that assist communities with severely distressed public or HUD-assisted housing in developing a successful neighborhood Transformation Plan and building the support necessary for that plan to be successfully implemented. These actions improve neighborhood confidence, which in turn sustains the community’s energy, attracts more engagement and resources, and helps convince skeptical stakeholders that positive change is possible; and

WHEREAS, HACB’s HUD-approved 5-year Public Housing Authority Plan, Annual Public Housing Plan and Strategic Plan affirm HACB’s commitment to evaluate all HACB-owned properties for modernization, development, demolition and/or disposition and prioritize as to highest and best use. HACB commits to ongoing public input into any redevelopment plans by soliciting input from residents, advocates, neighborhood groups and other stakeholders. HACB also commits to ensuring that a one-for-one replacement of all affected public housing units is met and there will be no loss of public housing inventory; and

WHEREAS, if awarded, the Choice Neighborhoods Planning Grant will provide up to $450,000 toward the development of a comprehensive neighborhood revitalization strategy related to a Transformation Plan to guide the redevelopment of the Victoria Gardens public housing site while simultaneously directing the transformation of the surrounding International Southmost neighborhood, positive outcomes for families, and investments in well-functioning services, high quality public schools and education programs, early learning programs, public assets, public transportation and employment opportunities and access to jobs; and

WHEREAS, HACB is a high-performing, innovative public housing authority serving over 3,800 households. HACB has significant experience managing Housing Choice Voucher, TBRA, Mod-Rehab, special voucher, Public Housing, Elderly Disabled projects, LIHTC projects, Capital Fund Program, Replacement Housing Factor Program and other HUD service programs such as Resident Opportunities for Self-Sufficiency, Family Self-Sufficiency, housing counseling, financial literacy
program, homeownership program, workforce development, scholarship program, and educational programs for our youth; and

WHEREAS, the City has significant experience in neighborhood planning and plan implementation with a long history of working with HUD programs such as the Community Development Block Grant Program to improve low-income neighborhoods in the City, the Emergency Solutions Grant, and the Home Investment Partnerships Program that have helped improve the quality of life for the community; and

WHEREAS, HACB and COB successfully submitted a Choice Neighborhood Planning Grant for Fiscal Year 2015/2016. Together with community partners and more importantly our residents, the Buena Vida Choice Neighborhood Plan was developed. The Plan has been embraced by the Brownsville community and it continues to positively impact the quality of life for our families.

NOW, THEREFORE IT IS MUTUALLY AGREED AS FOLLOWS:

1. PURPOSE
HACB and the City will cooperate for the purposes of applying for 2020 Choice Neighborhoods Planning Grant funds and undertaking or assisting in undertaking eligible activities identified in the application for Planning Grant funds, including the development of a comprehensive Neighborhood Transformation Plan for the Victoria Gardens public housing property and the larger surrounding neighborhood planning area. Eligible Planning Activities will include, but not limited to: completion of comprehensive needs assessments related to housing, people and neighborhood; technical planning studies; involvement of stakeholders including public housing residents, neighborhood residents, public and private organizations, business, neighborhood associations and other relevant stakeholders; planning for the collection and strategic use of relevant data; and strengthening the management and decision-making capacity of participating organizations.

2. SCOPE OF WORK
HACB and the City of Brownsville have made a commitment to work collaboratively throughout the entirety of the grant, for up to two years, to develop a Transformation Plan. HACB shall serve as the Lead Applicant for the purposes of the Choice Neighborhoods Planning Grant application and the City of Brownsville shall serve as Co-Applicant for the purposes of Planning Grant application.

3. HOUSING AUTHORITY OF THE CITY OF BROWNSVILLE ADMINISTRATION RESPONSIBILITY
In its role of Lead Applicant, HACB, shall have the overall responsibility to administer and implement the Choice Neighborhoods Planning Grant if awarded by HUD. HACB will: a) ensure that the planning project is carried out in compliance with all HUD requirements (grant agreement) in substantial compliance with the information provided in the grant application; b) determine the
adequacy of performance under project agreements and procurement contracts; c) be responsible for the environmental review and any decision-making and action required for the Victoria Gardens property; d) submit all pertinent documents and reports to HUD as required by the grant agreement; and e) access funding through HUD’s Line of Credit Control System (LOCCS).

4. CITY OF BROWNSVILLE RESPONSIBILITY
In its role as Co-Applicant, the City shall support HACB by providing capacity and expertise in neighborhood planning and implementation. The City will also assist HACB with analysis of and coordination with other City of Brownsville planning documents, including the Comprehensive Plan, and other relevant planning documents. The City will assist HACB, as needed, in coordination of expertise from relevant City departments, e.g., Planning, Office of Grant Management and Community Development, Public Works, BMetro, Police, Parks and Recreation, and other applicable departments for consultation and information sharing. The City will inform HACB of plans and projects undertaken by the City of Brownsville departments that will impact and influence the Choice Neighborhoods Initiative. Finally, the City will review analysis of data gathered during the plan as a necessary component of the neighborhood Transformation Plan.

5. MODIFICATION
No waiver, alteration, modification or termination of this MOU shall be valid unless made in writing and signed by the authorized parties hereof.

6. TERMINATION
This Agreement shall terminate upon completion of all obligations of the parties, or after the twenty-four (24) month grant period of the Choice Neighborhoods Planning Grant, or in the event that the grant is not awarded to HACB and the City, whichever comes first. This Agreement may be amended at any time in writing and by mutual consent of the parties. This Agreement may be cancelled by either party upon sixty (60) days written notice except where the cancellation is for cause, i.e., a material and significant breach of the provisions of this Agreement, it may be cancelled upon a party’s failure to remedy the foregoing material and significant breach of this Agreement after receiving thirty (30) days advance written notice from the other party.

SIGNATORIES:

By: 
Luis Eduardo Garduño, Chairman

Date: 7/27/2020

By: 
Juan “Trey” Mendez, Mayor
City of Brownsville

Date: ___________________________
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From:
Date: Tuesday, August 4, 2020
Agenda #: Consideration and ACTION on the Tenth Amended Declaration of Local Disaster for Public Health Emergency. (City Manager's Office)

Summary:

Project Scope and Analysis:

Funding:
Source: 
Amount: 
Local Contribution if Applicable: 

Recommendation:

Commission Pillar: 
Choose an Option

Attachments: 
None
To: Mayor and City Commission  
Through: Noel Bernal, City Manager  
From: Rick Vasquez, Planning & Redevelopment Director  
Date: Tuesday, August 4, 2020  
Agenda #: Consideration and ACTION to approve Resolution 2020-069, a request by the Brownsville Community Improvement Corporation (BCIC) authorizing the waiver of Fee-In-Lieu of Park Land dedication assessment in the amount of $2,866, as required by Chapter 322 of the Subdivision Ordinance. (Planning and Redevelopment Department)

Summary:
The Brownsville Community Improvement Corporation (BCIC) subdivided a 8.9 acre tract and recorded the Brownsville Sports Park Subdivision Plat. BCIC is selling the subdivision to a private party. Fees-in-Lieu of park land dedication are collected to facilitate the acquisition and/or development of park facilities. The sale of the land will facilitate the development and improvement of the area in and around the Brownsville Sports Park, by BCIC, as part of a longer term master planning approach to the development of the area.

Project Scope and Analysis:
The Brownsville Sports Park Crossings Plat is necessary for the sale of 8.9 acres out of the existing 168 acres, leaving more than 100 acres for continued park land associated uses. The proceeds of the sale of said acres will be applied to the development of a area plan/master plan and studies for 40 acres of the undeveloped portions of the land. Furthermore, it is the intent of the future master plan to identify the best use of the land, user functionality, economic diversity, and improve the quality of life of all City residents.

Funding:
Source:  
Amount:  
Local Contribution if Applicable:  

Recommendation:
Staff recommends approval.

Commission Pillar:
Quality of Life Pillar

Update 2015 Parks and Recreation Master Plan

Attachments:
1. RESOLUTION NO 2020-069
RESOLUTION NO. 2020-069

A RESOLUTION OF THE CITY COMMISSION OF BROWNSVILLE, TEXAS IN SUPPORT OF WAVING THE FEES IN LIEU OF DEDICATION OF PARKLAND FOR THE BROWNSVILLE SPORTS PARK CROSSINGS PLAT AS REQUESTED BY THE BROWNSVILLE COMMUNITY IMPROVEMENT CORPORATION (BCIC).

WHEREAS, the City of Brownsville Code of Ordinances under Chapter 332.- Subdivisions, Sec.332-171.- Fees in lieu of dedication, specifies that the City will require fees in lieu of dedication of parkland for subdivisions in which the dedication amount is calculated to be less than five acres; and

WHEREAS, subsection 332-171 (d) (2), specifies that all land subdivided for commercial uses shall pay a park fee in lieu of parkland dedication equaling the amount of 2.5% of the fair market value as determined by Cameron County Appraisal District records; and

WHEREAS, subsection 332-171 (d) (4), specifies that funds received in lieu of dedication shall be used for acquisition of improvement of park land preferable located within two miles from the subdivision or for acquisition of park land in highly populated/dense areas without park land available;

WHEREAS, the Brownsville Sports Park Crossings Plat is necessary for the sale of 8.9 acres out of the existing 168 acres, leaving 100+ acres for continued park land associated uses; and

WHEREAS, the proceeds of the sale of said acres will be applied to the development of a master plan and studies for 40 acres of the undeveloped portions of the land; and

WHEREAS, the intent of the future master plan is to identify the best use of the land, user functionality, economic diversity, and quality of life of all City residents.

NOW THEREFORE, BE RESOLVED BY THE GOVERNING BODY OF THE CITY OF BROWNSVILLE:

That upon consideration of BCIC’s request to waive the fees in lieu of parkland dedication in the amount of $2,866.79 for the Brownsville Sports Park Crossings plat on this resolution presented at the Commission meeting is hereby approved.

PASSED AND APPROVED BY THE CITY COMMISSION of the City of Brownsville this 4th day of August, 2020.

_____________________________________
Juan “Trey” Mendez III
Mayor

ATTEST:

_____________________________________
Griselda Rosas
Interim City Secretary
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Marina Zolezzi, Assistant to the City Manager
Date: Tuesday, August 4, 2020
Agenda #: Consideration and ACTION to approve the designation of U.S Department of Housing and Urban Development (HUD) Community Development Block Grant and Emergency Solutions Grant CARES ACT funding for Round 1. (CMO-Office of Strategic Initiatives)

Summary:
On March 27, 2020, the United States Congress passed The Coronavirus Aid, Relief, and Economic Security Act (H.R. 748). The bill provided $5 billion for CDBG and up to $4 billion funding for grants to prevent, prepare for, and respond to Corona Virus. The City of Brownsville will receive $1,597,695 in Community Development Block Grant – Coronavirus (CDBG–CV) funding and $819,241 in Emergency Solutions Grant (ESG-CV) Round 1 funding. A Substantial Amendment to the FY 2019-2020 Annual Action Plan is required, and usually a thirty (30) day public comment period is required however, the U.S. Department of Housing and Urban Development (HUD) has waived this requirement provided that no less than five (5) days are provided for public comments on each substantial amendment.

The ESG-CV funds allocated under the CARES Act are to be used to prevent, prepare for, and respond to the coronavirus pandemic, COVID-19, benefitting unsheltered homeless, sheltered homeless, and those at risk of homelessness. The CDBG-CV funds allocated under the CARES Act are to be used for eligible activities to prevent, prepare for, and respond to COVID-19. The proposed activities must meet one of the three National Objectives as required by CDBG regulations:

- Benefit low-and-moderate income persons;
- Aid in the prevention or elimination of slums or blight; and
- Meet a need having a particular urgency

On May 19, 2020, the City Commission approved the CDBG-CV and ESG-CV Round 1 categories below to appropriate the funds:

<table>
<thead>
<tr>
<th>CDBG-CV- Allocation</th>
<th>$ 1,597,695.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td>$ 319,539.00</td>
</tr>
<tr>
<td>Food Vouchers/ Food Bank</td>
<td>$ 200,000.00</td>
</tr>
</tbody>
</table>

City of Brownsville, Texas
1001 E. Elizabeth St., P.O. Box 911, Brownsville, Texas 78522 Telephone: 956-548-6007 Fax: 956-546-4021 www.cob.us
### Rental Assistance
- City of Brownsville-Administration 20%: $319,539
- Food Vouchers/Food Bank: $200,000
- Brownsville Wellness Coalition: $62,000
- Food Bank of Rio Grande Valley Inc.: $62,000
- Good Neighbor Settlement House: $62,000
- Ozanam Center: $14,000

**Food Vouchers/Food Bank Subtotal:** $200,000

### Rental Assistance
- Community Development Corporation of Brownsville: $500,000

**Rental Assistance Subtotal:** $500,000

### Health Services
- City of Brownsville: $78,156
- Community Development Corporation of Brownsville: $500,000

**Health Services Subtotal:** $78,156

### Small Business Assistance
- Brownsville Community Improvement Corporation: $500,000

**Small Business Assistance Subtotal:** $500,000

### Total CDBG-CV
- **Total CDBG-CV:** $1,597,695.00

### ESG-CV Allocation
- Administration: $81,924.00
- HMIS: $80,000.00
- Rapid Re-Housing: $307,317.00
- Emergency Shelter: $300,000.00
- Street Outreach: $50,000.00

**ESG-CV Total:** $819,241.00

### Project Scope and Analysis:
N/A

### Funding:
- **Source:** U.S Department of Housing and Urban Development (HUD)
- **Amount:** $2,416,936.00 = (CDBG-CV $1,597,695.00 & ESG-CV $819,241.00)
- **Local Contribution if Applicable:** 0

### Recommendation:
Staff recommends the approval of the proposed program/activities below for the CDBG-CV- and ESG-CV Round 1 funding:
<table>
<thead>
<tr>
<th>CDBG-CV Activities</th>
<th>Awarded Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Brownsville-Administration 10%</td>
<td>$ 81,924.00</td>
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<tr>
<td><strong>Emergency Shelter</strong></td>
<td><strong>$ 300,000.00</strong></td>
</tr>
<tr>
<td>Ozanam Center</td>
<td>$ 150,000.00</td>
</tr>
<tr>
<td>Friendship of Woman</td>
<td>$ 150,000.00</td>
</tr>
<tr>
<td><strong>Emergency Shelter Subtotal:</strong></td>
<td><strong>$ 300,000.00</strong></td>
</tr>
<tr>
<td><strong>Rapid Re-Housing</strong></td>
<td><strong>$ 307,317.00</strong></td>
</tr>
<tr>
<td>Good Neighbor Settlement House</td>
<td>$ 79,743.00</td>
</tr>
<tr>
<td>Catholic Charities</td>
<td>$ 154,362.00</td>
</tr>
<tr>
<td>Ozanam Center</td>
<td>$ 73,212.00</td>
</tr>
<tr>
<td><strong>Rapid Rehousing Subtotal:</strong></td>
<td><strong>$ 307,317.00</strong></td>
</tr>
<tr>
<td><strong>Street Outreach</strong></td>
<td><strong>$ 50,000.00</strong></td>
</tr>
<tr>
<td>Good Neighbor Settlement House</td>
<td>$ 50,000</td>
</tr>
<tr>
<td><strong>Street Outreach Subtotal:</strong></td>
<td><strong>$ 50,000.00</strong></td>
</tr>
<tr>
<td><strong>HMIS</strong></td>
<td><strong>$ 80,000.00</strong></td>
</tr>
<tr>
<td>Good Neighbor Settlement House</td>
<td>$ 33,018.00</td>
</tr>
<tr>
<td>Catholic Charities</td>
<td>$ 34,297.00</td>
</tr>
<tr>
<td>Ozanam Center</td>
<td>$ 12,685.00</td>
</tr>
<tr>
<td><strong>HMIS Subtotal:</strong></td>
<td><strong>$ 80,000.00</strong></td>
</tr>
<tr>
<td><strong>Total CDBG-CV</strong></td>
<td><strong>$ 819,241.00</strong></td>
</tr>
</tbody>
</table>

**Commission Pillar:**
* Economic Development
* Quality of Life
* Governance

**Attachments:**
1. City of Brownsville CARES Act CDBG Formula Award Letter
2. City of Brownsville ESG CARES Act Formula Award Letter
3. COVID_R1_Allocation Presentation_final
April 2, 2020

The Honorable Trey Mendez
Mayor of Brownsville
1001 E Elizabeth Street
Brownsville, TX 78520-5156

Dear Mayor Mendez:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available $5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department is immediately allocating $2 billion based on the fiscal year 2020 CDBG formula. The remaining $3 billion shall be allocated based on needs using best available data, in the following tranches: $1 billion shall be allocated to States and insular areas within 45 days of enactment of the Cares Act, and $2 billion shall be distributed to states and local governments at the discretion of the Secretary. Up to $10 million will be set aside for technical assistance. Given the immediate needs faced by our communities, the Department has announced the first allocation of funds. Your jurisdiction’s allocation is $1,597,695.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the Secretary to grant waivers and alternative requirements of statutes and regulations the Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

The Department is developing a notice that will further describes the CARES Act’s provisions, a Quick Guide to the CARES Act flexibilities and other provisions, and other resources.

to enable swift implementation of CDBG-CV grants. As these become available, they will be posted on HUD’s website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate-income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and requirements that each grantee have adequate procedures to prevent the duplication of benefits. HUD will provide guidance and technical assistance on DOB and regarding prevention of fraud, waste, and abuse and documenting the impact of this program for beneficiaries.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,

John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development
April 2, 2020

The Honorable Trey Mendez
Mayor of Brownsville
1001 E Elizabeth Street
Brownsville, TX 78520-5156

Dear Mayor Mendez:

I am pleased to inform you of special Emergency Solutions Grants (ESG) Program funds HUD is allocating to your jurisdiction in the amount of $819,241, as authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136. These special ESG-CV funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19) among individuals and families who are homeless or receiving homeless assistance; and to support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19.

President Trump signed the CARES Act on March 27, 2020 to help the Nation respond to the coronavirus outbreak. The CARES Act made available an additional $4 billion in ESG-CV funds to supplement the Fiscal Year (FY) 2020 ESG funding provided under the Further Consolidated Appropriations Act, 2020 (Public Law 116-94). Of this amount, the Department is immediately allocating $1 billion for ESG-CV grants based on the FY 2020 ESG formula. The rest of the funding for ESG-CV grants will be allocated directly to States or units of local government by a separate formula developed by the Secretary. Up to $40 million of the additional funds will be set aside for technical assistance.

Given the immediate needs faced by our communities, the Department has announced the first allocation of funds, which are subject to the following flexibilities and conditions provided by the CARES Act:

- The funds may be used to cover or reimburse allowable costs incurred by a State or locality before the award of funding (including prior to the signing of the CARES Act) to prevent, prepare for, and respond to COVID-19;
- The funds are not subject to the spending cap on emergency shelter and outreach under 24 CFR 576.100(b)(1);
- Up to 10 percent of funds may be used for administrative costs, as opposed to 7.5 percent as provided by 24 CFR 576.108(a);
- The funds are exempt from the ESG match requirements, including 24 CFR 576.201;
- The funds are not subject to the consultation and citizen participation requirements that otherwise apply to the Emergency Solutions Grants, however each recipient must
publish how its allocation has and will be used, at a minimum, on the Internet at the appropriate Government web site or through other electronic media;

- The funds may be used to provide homelessness prevention assistance (as authorized under 24 CFR 576.103 or subsequent HUD notices) to any individual or family who does not have income higher than HUD’s Very Low-Income Limit for the area and meets the criteria in paragraphs (1)(ii) and (1)(iii) of the “at risk of homelessness” definition in 24 CFR 576.3;

- That recipients may deviate from applicable procurement standards when using these funds to procure goods and services to prevent, prepare for, and respond to coronavirus, notwithstanding 24 CFR 576.407(f) and 2 CFR 200.317-200.326;

- While we encourage you to offer treatment and supportive services when necessary to assist vulnerable homeless populations, individuals and families experiencing homelessness must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used, notwithstanding 24 CFR 576.401(e).

In addition, the Act authorizes the Secretary to grant waivers of and specify alternative requirements for statutes and regulations the Secretary administers in connection with the use of ESG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). These waivers and alternative requirements can be issued when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

The Department is developing a notice that will further lay out the CARES Act provisions and other waivers and requirements to enable swift implementation of additional ESG-CV grants. This notice and any subsequent notices of waivers and alternative requirements will be made available on HUD’s website and distributed to grantees. The Department will also support grantees with technical assistance.

As your jurisdiction develops its plan to use these grant funds, HUD encourages approaches that prioritize the unique needs of persons experiencing homelessness and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. Your jurisdiction should coordinate with State and local health authorities before undertaking any activity to support state or local pandemic response. HUD encourages you to share successes that may help other grantees. Like other supplemental funding, ESG-CV grants are subject to oversight and tracking, such as requirements to prevent the duplication of benefits. We look forward to working with you to prevent fraud, waste, and abuse and to document the impact of this program for beneficiaries.

Importantly, proper reporting in the Integrated Disbursement and Information System (IDIS) is critical to ensuring grantees are complying with program requirements and policies, providing demographic and income information about the persons who benefit from funded activities, and allowing HUD to monitor recipients. Your jurisdiction’s ongoing attention is essential to ensuring complete and accurate reporting of performance measurement data.
HUD’s Office of Community Planning and Development (CPD) is looking forward to working with your jurisdiction to successfully meet the urgent and complex challenges faced by our communities. If you or your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,

John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development
The CARES ACT funds are to be used to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19).

**PROGRAMS AND OBJECTIVES**

**CDBG**
- Benefit low- and moderate-income persons
- Aid in the prevention or elimination of slums or blight
- Meet a need having a particular urgency (urgent need)

**ESG**
- Street Outreach
- Emergency Shelter
- Rapid Re-Housing
- Homeless Prevention
- Homeless Management Information System (HMIS)
COVID-19 FUNDING CYCLES

- CARES ACT Round 1
  - CDBG-CV (Round 1) $1,597,695
  - ESG-CV (Round 1) $819,241
  \[\text{TOTAL FUNDS} \quad $2,416,936\]

- CARES ACT Round 2
  - ESG-CV (Round 2) $1,964,765

**COVID CDBG & ESG CATEGORIES**

<table>
<thead>
<tr>
<th>CDBG-CV</th>
<th>Allocation</th>
<th>ESG-CV</th>
<th>Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration 20%</td>
<td>$ 319,539</td>
<td>Administration (9.99%)</td>
<td>$ 81,924.00</td>
</tr>
<tr>
<td>Food Vouchers/ Food Bank</td>
<td>$ 200,000</td>
<td>HMIS</td>
<td>$ 80,000</td>
</tr>
<tr>
<td>Rental Assistance</td>
<td>$ 500,000</td>
<td>Rapid Re-Housing</td>
<td>$ 307,317</td>
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<tr>
<td>Health Services</td>
<td>$ 78,156</td>
<td>Emergency Shelter</td>
<td>$ 300,000</td>
</tr>
<tr>
<td>Small Business Assistance</td>
<td>$ 500,000</td>
<td>Street Outreach</td>
<td>$ 50,000</td>
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<td><strong>CDBG-CV Total</strong></td>
<td><strong>$ 1,597,695</strong></td>
<td><strong>ESG-CV Total</strong></td>
<td><strong>$ 819,241</strong></td>
</tr>
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</table>

**Categories approved by City Commission on May 19th**
COVID-19 Eligible Applicants

<table>
<thead>
<tr>
<th>Programs</th>
<th>Submitted</th>
<th>Recommended for Funding</th>
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</thead>
<tbody>
<tr>
<td>CDBG-CV and ESG-CV</td>
<td>17</td>
<td>16</td>
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</tbody>
</table>
## CDBG-CV Round 1-Proposed Awards

<table>
<thead>
<tr>
<th>Agency</th>
<th>Commission</th>
<th>Pillar</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Brownsville- Administration 20%</td>
<td>GOV</td>
<td></td>
<td>$319,539.00</td>
</tr>
<tr>
<td>Community Development Corp. of Brownsville- Rental Assistance</td>
<td>QL</td>
<td></td>
<td>$500,000.00</td>
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<tr>
<td>Brownsville Community Improvement Corporation- Small Business Assistance</td>
<td>ED</td>
<td></td>
<td>$500,000.00</td>
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<tr>
<td>City of Brownsville- Health Services</td>
<td>QL</td>
<td></td>
<td>$78,156.00</td>
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<tr>
<td>Brownsville Wellness Coalition– Food Distribution</td>
<td>QL</td>
<td></td>
<td>$62,000.00</td>
</tr>
<tr>
<td>Food Bank of Rio Grande Valley Inc.– Food Distribution</td>
<td>QL</td>
<td></td>
<td>$62,000.00</td>
</tr>
<tr>
<td>Good Neighbor Settlement House – Food Distribution</td>
<td>QL</td>
<td></td>
<td>$62,000.00</td>
</tr>
<tr>
<td>The Bishop E. San Pedro Ozanam Center- Food Distribution</td>
<td>QL</td>
<td></td>
<td>$14,000.00</td>
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<td><strong>Total CDBG Social Services Allocation</strong></td>
<td></td>
<td></td>
<td><strong>$1,597,695.00</strong></td>
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</table>
## ESG-CV Round 1- Proposed Awards

<table>
<thead>
<tr>
<th>Agency</th>
<th>Commission Pillar</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Brownsville- Administration 10%</td>
<td>GOV</td>
<td>$81,924.00</td>
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<tr>
<td>Good Neighbor Settlement House– Homeless Management Information System (HMIS)</td>
<td>QL</td>
<td>$33,018.00</td>
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<tr>
<td>Good Neighbor Settlement House– Street Outreach</td>
<td>QL</td>
<td>$50,000.00</td>
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<tr>
<td>Good Neighbor Settlement House– Rapid Rehousing</td>
<td>QL</td>
<td>$79,743.00</td>
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<td>The Bishop E. San Pedro Ozanam Center- Homeless Management Information System (HMIS)</td>
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<td>$12,685.00</td>
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<tr>
<td>The Bishop E. San Pedro Ozanam Center - Emergency Shelter</td>
<td>QL</td>
<td>$150,000.00</td>
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<tr>
<td>The Bishop E. San Pedro Ozanam Center - Rapid Rehousing</td>
<td>QL</td>
<td>$73,212.00</td>
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<tr>
<td>Friendship of Women, Inc. – Emergency Shelter</td>
<td>QL</td>
<td>$150,000.00</td>
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<tr>
<td>Catholic Charities- Rapid Rehousing</td>
<td>QL</td>
<td>$154,362.00</td>
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<tr>
<td>Catholic Charities- Homeless Management Information System (HMIS)</td>
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<td>$34,297.00</td>
</tr>
<tr>
<td><strong>Total ESG Allocation</strong></td>
<td></td>
<td><strong>$819,241.00</strong></td>
</tr>
</tbody>
</table>
CARES Act: CDBG and ESG

CARES ACT- Signed by the President

March 27th

March 31st

HUD Waiver Issued/Flexibility Memorandum

April 3rd

Allocation Notification for CDBG & ESG

April 27th

COB requests extension of Consolidated Plan (ConPlan)

April 28th

HUD Approves ConPlan Request

April 3rd

COB Press Release on HUD Awards

May 3rd

Coordination of information/guidance

May 10th

Information Sessions and Virtual Meetings

Next Steps

May 11th - 15th

May 10th

Public Notification of required HUD amendments as outlined in Citizen Participation Plan

May 19th

City Commission consideration of Substantial Amendments to HUD Plans

Next Steps

June 9th & 17th

June 22nd

Application Review

June 19th

Application Deadline

Aug 4th

City Commission designation of funds.

Est. Date for COB to receive funding: Summer 2020

Public Comments for Substantial Amendments to HUD plans
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Lupe Granado, Finance Director
Date: Tuesday, August 4, 2020
Agenda #: Consideration and ACTION to acknowledge the Cameron Appraisal District Chief Appraiser's Certification of the City of Brownsville's 2020 tax roll. (Financial Services)

Summary:
The chief appraiser certifies and delivers the appraisal roll to the taxing unit. This includes the estimated value of properties under protest and the values of properties not under protest that are not listed in the certified appraisal roll. The taxing unit’s assessor determines the following and submits it to the governing body:

- total appraised and taxable value of property in the taxing unit,
- total appraised and taxable value of new improvements, and
- total taxable value of property annexed since the previous year.

Project Scope and Analysis:

Funding:
Source: 
Amount: 
Local Contribution if Applicable: 

Recommendation:

Commission Pillar:
Choose an Option

Attachments:
1. 2020 Certification of Appraisal Roll
CERTIFICATION OF APPRAISAL ROLL TO ASSESSOR

2020

RE: SECTION §26.01 PROPERTY TAX CODE

I, Richard Molina, Chief Appraiser for the Cameron Appraisal District, certify that the Appraisal Review Board approved the appraisal records on July 20, 2020 and the part of those records as presented herein constitute the 2020 appraisal roll for CITY OF BROWNSVILLE Taxing Unit

ARB Approved Market Value: $9,121,047,582
ARB Approved Net Taxable Value: $7,246,442,694
Market Value Under ARB Review: $383,403,779

*Value under ARB Review has a potential loss capacity of 2% - 4%.

Richard Molina, Chief Appraiser

July 20, 2020
Date
## CAMERON County As of Certification

### 2020 CERTIFIED TOTALS

**CBR - CITY OF BROWNSVILLE**

**ARB Approved Totals**

| Property Count: 72,400 | 7/18/2020 1:18:54PM |

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<tr>
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<th>Value</th>
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<td>799,782,524</td>
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<tr>
<td>Non Homesite:</td>
<td>1,256,080,889</td>
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<tr>
<td>Ag Market:</td>
<td>92,454,628</td>
</tr>
<tr>
<td>Timber Market:</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Improvement</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>Non Homesite:</td>
<td>2,802,330,918</td>
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<table>
<thead>
<tr>
<th>Non Real</th>
<th>Count</th>
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</thead>
<tbody>
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<td>Personal Property:</td>
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<tr>
<td>Mineral Property:</td>
<td>0</td>
</tr>
<tr>
<td>Autos:</td>
<td>0</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ag</th>
<th>Non Exempt</th>
<th>Exempt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Productivity Market:</td>
<td>92,194,963</td>
<td>259,665</td>
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<tr>
<td>Ag Use:</td>
<td>4,769,279</td>
<td>159,663</td>
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<tr>
<td>Timber Use:</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Appraised Value</td>
<td>= 9,033,621,898</td>
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<tr>
<td>Homestead Cap</td>
<td>= 30,915,950</td>
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<tr>
<td>Assessed Value</td>
<td>= 9,002,705,948</td>
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<tr>
<td>Total Exemptions Amount (Breakdown on Next Page)</td>
<td>(Breakdown on Next Page)</td>
<td>(-)</td>
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</table>

**Net Taxable** = 7,246,442,694

<table>
<thead>
<tr>
<th>Freeze</th>
<th>Assessed</th>
<th>Taxable</th>
<th>Actual Tax</th>
<th>Ceiling</th>
<th>Count</th>
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<tbody>
<tr>
<td>DP</td>
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<td>53,892,841</td>
<td>320,824.91</td>
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<td>698,467</td>
<td>4,146.16</td>
<td>4,152.63</td>
<td>11</td>
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<tr>
<td>OV65</td>
<td>747,294,033</td>
<td>664,481,852</td>
<td>3,946,116.38</td>
<td>4,111,698.29</td>
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<tr>
<td>Total</td>
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<td>719,073,160</td>
<td>4,271,087.45</td>
<td>4,449,560.54</td>
<td>9,687</td>
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</table>

**Freeze Taxable** (-) | 719,073,160

| Tax Rate | 0.700613 |

<table>
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<tr>
<th>Transfer</th>
<th>Assessed</th>
<th>Taxable</th>
<th>Post % Taxable</th>
<th>Adjustment</th>
<th>Count</th>
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<tbody>
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<td>32,420</td>
<td>25,327</td>
<td>7,093</td>
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<td>2,065,698</td>
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<tr>
<td>Total</td>
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<td>2,098,118</td>
<td>1,910,523</td>
<td>187,595</td>
<td>16</td>
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</table>

**Transfer Adjustment** (-) | 187,595

**Freeze Adjusted Taxable** = 6,527,181,939

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX

50,001,372.65 = 6,527,181,939 * (0.700613 / 100) + 4,271,087.45

| Tax Increment Finance Value: | 0 |
| Tax Increment Finance Levy: | 0.00 |
## Exemption Breakdown

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<thead>
<tr>
<th>Exemption</th>
<th>Count</th>
<th>Local</th>
<th>State</th>
<th>Total</th>
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</thead>
<tbody>
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<td>AB</td>
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<td>CH</td>
<td>5</td>
<td>13,679,343</td>
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<td>CHODO</td>
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<td>12,335,446</td>
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<td>CHODO (Partial)</td>
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<td>DP</td>
<td>800</td>
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<td>0</td>
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<td>DPS</td>
<td>12</td>
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<td>DV1</td>
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<td>DV2</td>
<td>111</td>
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<td>DV2S</td>
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<td>60,000</td>
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<td>DV3</td>
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<td>DV3S</td>
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<td>50,000</td>
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<td>DV4</td>
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<td>EX</td>
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<td>5,864</td>
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<tr>
<td>EX (Prorated)</td>
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<td>2,230</td>
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<tr>
<td>EX-XA</td>
<td>2</td>
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<td>2,082,092</td>
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<tr>
<td>EX-XG</td>
<td>2</td>
<td>0</td>
<td>502,059</td>
<td>502,059</td>
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<tr>
<td>EX-XJ</td>
<td>2</td>
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<td>EX-XL</td>
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<tr>
<td>EX-XR</td>
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<td>EX-XU</td>
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<td>EX-XV</td>
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<td>281,602</td>
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<td>82</td>
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<td>MAsss</td>
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<td>PC</td>
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<tr>
<td><strong>Totals</strong></td>
<td></td>
<td><strong>376,791,532</strong></td>
<td><strong>1,379,471,722</strong></td>
<td><strong>1,756,263,254</strong></td>
</tr>
</tbody>
</table>
### CAMERON County

**2020 CERTIFIED TOTALS**

**CBR - CITY OF BROWNSVILLE**

Under ARB Review Totals

| Property Count: 749 | 7/18/2020 1:18:54PM |

#### Land Value

<table>
<thead>
<tr>
<th>Type</th>
<th>Count</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
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<td>8,056,713</td>
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<tr>
<td>Non Homesite</td>
<td></td>
<td>69,209,680</td>
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<tr>
<td>Ag Market</td>
<td></td>
<td>1,051,113</td>
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<td>Timber Market</td>
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<td>0</td>
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<tr>
<td><strong>Total Land</strong></td>
<td></td>
<td>78,317,506</td>
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#### Improvement Value

<table>
<thead>
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<th>Type</th>
<th>Count</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Homesite</td>
<td></td>
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#### Non Real Value

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<tbody>
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<td>Autos</td>
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#### Ag Non Exempt Value

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<thead>
<tr>
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<tbody>
<tr>
<td>Total Productivity Market</td>
<td></td>
<td>1,051,113</td>
</tr>
<tr>
<td>Ag Use</td>
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<tr>
<td>Timber Use</td>
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<tr>
<td>Productivity Loss</td>
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<td><strong>Total Productivity Market</strong></td>
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#### Tax Rate

- **Freeze Assessed Taxable**: 203,579
- **Actual Tax**: 203,579
- **Ceiling**: 2,268,207
- **Tax Rate**: 0.700613

- **Freeze Assessed Taxable**, **Taxable**, **Actual Tax**, **Ceiling**, **Count**

- **Freeze Taxable**: 4,146,669

#### Assessed Value

- **Homestead Cap**: 845,976
- **Assessed Value**: 381,562,472
- **Total Exemptions Amount (Breakdown on Next Page)**: 8,748,898
- **Net Taxable**: 372,813,574

#### Freeze Adjusted Taxable

- 368,396,905

Approximate Levy = (Freeze Adjusted Taxable * (Tax Rate / 100)) + Actual Tax

2,608,649.17 = 368,396,905 * (0.700613 / 100) + 27,612.56
### Exemption Breakdown

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<tr>
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<td>12,000</td>
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<tr>
<td>DV3</td>
<td>1</td>
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<td>10,000</td>
<td>10,000</td>
</tr>
<tr>
<td>DV4</td>
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<tr>
<td>FR</td>
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<td>HT</td>
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<td>271,899</td>
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<tr>
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### Land

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<td>Non Homesite</td>
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<td>Timber Market</td>
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**Total Land** (+) 2,226,635,547

### Improvement

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<tr>
<td>Non Homesite</td>
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**Total Improvements** (+) 6,162,673,142

### Non Real

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<tr>
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</table>

**Total Non Real** (+) 1,115,142,672

### Ag

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<tr>
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<th>Exempt</th>
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<tr>
<td>Productivity Loss</td>
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**Productivity Loss** (-) 88,421,015

**Appraised Value** = 9,416,030,346

**Homestead Cap** (-) 31,761,926

**Assessed Value** = 9,384,268,420

**Total Exemptions Amount** (-) 1,765,012,152

**Net Taxable** = 7,619,256,268

### Freeze

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<thead>
<tr>
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<th>Actual Tax</th>
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<td>3,972,460.87</td>
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**Freeze Taxable** (-) 723,489,829

### Transfer

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<th>Post % Taxable</th>
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<td>2,098,118</td>
<td>1,910,523</td>
<td>187,595</td>
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**Transfer Adjustment** (-) 187,595

**Freeze Adjusted Taxable** = 6,895,578,844

**APPROXIMATE LEVY** = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX

52,610,021.82 = 6,895,578,844 * (0.700613 / 100) + 4,298,700.01

Tax Increment Finance Value: 0
Tax Increment Finance Levy: 0.00
## Exemption Breakdown

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<tr>
<th>Exemption</th>
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<th>State</th>
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<td>0</td>
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<td>Acres</td>
<td>New Value</td>
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<td>-------------------------------------------------------</td>
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<td>J6</td>
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<td>J7</td>
<td>CABLE TELEVISION COMPANY</td>
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<td>$892,735,918</td>
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</table>

CAMERON County

2020 CERTIFIED TOTALS

CBR - CITY OF BROWNSVILLE

ARB Approved Totals

Property Count: 72,400

As of Certification: 7/18/2020 1:19:14PM

State Category Breakdown

Totals 22,990.1404 $892,735,918 $9,121,047,582 $7,246,442,693
## State Category Breakdown

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<thead>
<tr>
<th>State Code</th>
<th>Description</th>
<th>Count</th>
<th>Acres</th>
<th>New Value</th>
<th>Market Value</th>
<th>Taxable Value</th>
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</thead>
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<td>$1,051,113</td>
<td>$55,782</td>
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## State Category Breakdown

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CAMERON County  
2020 CERTIFIED TOTALS  
CBR - CITY OF BROWNSVILLE  
Property Count: 73,149  
7/18/2020 1:19:14PM  

State Category Breakdown
State Code Description Count Acres New Value Market Value Taxable Value
### CAMERON County

#### 2020 CERTIFIED TOTALS

**CBR - CITY OF BROWNSVILLE**  
**ARB Approved Totals**  
7/18/2020 1:19:14PM

**Property Count:** 72,400

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#### Property Breakdown

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<th>New Value</th>
<th>Market Value</th>
<th>Taxable Value</th>
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**Totals**: 19,432.3917 | $892,735,918 | $9,121,047,582 | $7,246,442,693
### CAD State Category Breakdown

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<th>Acres</th>
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Note: The values are in dollars.
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<thead>
<tr>
<th>State Code</th>
<th>Description</th>
<th>Count</th>
<th>Acres</th>
<th>New Value</th>
<th>Market Value</th>
<th>Taxable Value</th>
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<td>A-C</td>
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<td>$0</td>
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<td>$4,983,245</td>
</tr>
<tr>
<td>D2</td>
<td>FARM AND RANCH IMPRVR ON QUALIFIED</td>
<td>32</td>
<td>$12,181</td>
<td>$261,916</td>
<td>$261,916</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>RURAL LAND, NON QUALIFIED OPEN</td>
<td>278</td>
<td>$4,145</td>
<td>$23,516,458</td>
<td>$22,962,903</td>
<td></td>
</tr>
<tr>
<td>E1</td>
<td>Rural Land, Non Qual Open Space and R</td>
<td>49</td>
<td>$9,740</td>
<td>$2,751,090</td>
<td>$2,689,134</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>Commercial Real Property</td>
<td>30</td>
<td>$66,671</td>
<td>$3,896,386</td>
<td>$3,896,386</td>
<td></td>
</tr>
<tr>
<td>F1</td>
<td>Commercial Real Property</td>
<td>3,657</td>
<td>$27,579,158</td>
<td>$1,756,938,214</td>
<td>$1,751,887,595</td>
<td></td>
</tr>
<tr>
<td>F2</td>
<td>Industrial Real Property</td>
<td>51</td>
<td>$114,214</td>
<td>$78,262,168</td>
<td>$78,262,168</td>
<td></td>
</tr>
<tr>
<td>F2A</td>
<td>conv state code</td>
<td>1</td>
<td>$0</td>
<td>$1,106,930</td>
<td>$1,106,930</td>
<td></td>
</tr>
<tr>
<td>J</td>
<td>Telephone Company (including Co-op)</td>
<td>16</td>
<td>$1,227</td>
<td>$8,851,494</td>
<td>$8,851,494</td>
<td></td>
</tr>
<tr>
<td>J5</td>
<td>Railroad</td>
<td>23</td>
<td>$0</td>
<td>$9,443,794</td>
<td>$9,443,794</td>
<td></td>
</tr>
<tr>
<td>J6</td>
<td>Pipeline</td>
<td>10</td>
<td>$0</td>
<td>$10,646,974</td>
<td>$10,646,974</td>
<td></td>
</tr>
<tr>
<td>J7</td>
<td>Cable Television Company</td>
<td>1</td>
<td>$0</td>
<td>$2,989,030</td>
<td>$2,989,030</td>
<td></td>
</tr>
<tr>
<td>J8</td>
<td>Other Type of Utility</td>
<td>151</td>
<td>$0</td>
<td>$25,585,530</td>
<td>$25,585,530</td>
<td></td>
</tr>
<tr>
<td>L1</td>
<td>Commercial Personal Property</td>
<td>5,602</td>
<td>$1,235,899</td>
<td>$447,086,761</td>
<td>$446,768,473</td>
<td></td>
</tr>
<tr>
<td>L1L</td>
<td>Personal - Commercial (Leased)</td>
<td>431</td>
<td>$0</td>
<td>$58,853,809</td>
<td>$58,754,219</td>
<td></td>
</tr>
<tr>
<td>L2</td>
<td>Industrial Personal Property</td>
<td>50</td>
<td>$0</td>
<td>$23,968,564</td>
<td>$23,968,564</td>
<td></td>
</tr>
<tr>
<td>L2A</td>
<td>conv spb</td>
<td>8</td>
<td>$0</td>
<td>$1,032,412</td>
<td>$1,032,412</td>
<td></td>
</tr>
<tr>
<td>L2F</td>
<td>conv spb</td>
<td>106</td>
<td>$0</td>
<td>$456,683,556</td>
<td>$456,427,820</td>
<td></td>
</tr>
<tr>
<td>L6</td>
<td>TY Pickett - Exempt account</td>
<td>2</td>
<td>$0</td>
<td>$197,780</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td>M</td>
<td>conv state code</td>
<td>3</td>
<td>$26,247</td>
<td>$83,246</td>
<td>$83,246</td>
<td></td>
</tr>
<tr>
<td>M1</td>
<td>Mobile Home and Other Tangible Perso</td>
<td>1,519</td>
<td>$481,403</td>
<td>$12,263,258</td>
<td>$11,409,786</td>
<td></td>
</tr>
<tr>
<td>O</td>
<td>Residential Inventory</td>
<td>157</td>
<td>$0</td>
<td>$4,426,296</td>
<td>$4,426,296</td>
<td></td>
</tr>
<tr>
<td>S</td>
<td>Dealer's Motor Vehicle Inventory</td>
<td>204</td>
<td>$0</td>
<td>$38,638,040</td>
<td>$38,638,040</td>
<td></td>
</tr>
<tr>
<td>S1</td>
<td>Dealer's Heavy Equipment Inventory</td>
<td>7</td>
<td>$0</td>
<td>$957,914</td>
<td>$957,914</td>
<td></td>
</tr>
<tr>
<td>S2</td>
<td>Retail Manufactured Housing</td>
<td>1</td>
<td>$0</td>
<td>$1,000</td>
<td>$1,000</td>
<td></td>
</tr>
<tr>
<td>S3</td>
<td>Dealer's Vessel, Trailer &amp; Outboard Moto</td>
<td>2</td>
<td>$0</td>
<td>$1,397</td>
<td>$1,397</td>
<td></td>
</tr>
<tr>
<td>X</td>
<td>Totally Exempt Property</td>
<td>3,279</td>
<td>$761,717,531</td>
<td>$1,333,042,593</td>
<td>$7,619,256,266</td>
<td></td>
</tr>
</tbody>
</table>

**Totals:** 19,558,0967 | $894,708,033 | $9,504,451,361 | $7,619,256,266
New Value

<table>
<thead>
<tr>
<th>Description</th>
<th>New Value</th>
<th>Taxable Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL NEW VALUE MARKET:</td>
<td>$894,708,033</td>
<td></td>
</tr>
<tr>
<td>TOTAL NEW VALUE TAXABLE:</td>
<td>$131,897,596</td>
<td></td>
</tr>
</tbody>
</table>

New Exemptions

<table>
<thead>
<tr>
<th>Exemption Description</th>
<th>Count</th>
<th>2019 Market Value</th>
<th>Exemption Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>EX Exempt</td>
<td>2</td>
<td>2019 Market Value</td>
<td>$142,575</td>
</tr>
<tr>
<td>EX-XG Primarily performing charitable function</td>
<td>1</td>
<td>2019 Market Value</td>
<td>$497,609</td>
</tr>
<tr>
<td>EX-XJ Private schools</td>
<td>1</td>
<td>2019 Market Value</td>
<td>$76,000</td>
</tr>
<tr>
<td>EX-XL Organizations Providing Economic Devle</td>
<td>1</td>
<td>2019 Market Value</td>
<td>$241,369</td>
</tr>
<tr>
<td>EX-XV Other Exemptions (including public property, r</td>
<td>59</td>
<td>2019 Market Value</td>
<td>$9,410,611</td>
</tr>
<tr>
<td>EX366 HB366 Exempt</td>
<td>19</td>
<td>2019 Market Value</td>
<td>$27,694</td>
</tr>
</tbody>
</table>

ABSOLUTE EXEMPTIONS VALUE LOSS | $10,395,858 |

Increased Exemptions

<table>
<thead>
<tr>
<th>Description</th>
<th>Count</th>
<th>Increased Exemption Amount</th>
</tr>
</thead>
</table>

INCREASED EXEMPTIONS VALUE LOSS | $16,723,907 |

New Ag / Timber Exemptions

New Annexations

New Deannexations
## 2020 CERTIFIED TOTALS

**CBR - CITY OF BROWNSVILLE**  
**Average Homestead Value**

### Category A and E

<table>
<thead>
<tr>
<th>Count of HS Residences</th>
<th>Average Market</th>
<th>Average HS Exemption</th>
<th>Average Taxable</th>
</tr>
</thead>
<tbody>
<tr>
<td>24,550</td>
<td>$101,907</td>
<td>$1,281</td>
<td>$100,626</td>
</tr>
</tbody>
</table>

### Category A Only

<table>
<thead>
<tr>
<th>Count of HS Residences</th>
<th>Average Market</th>
<th>Average HS Exemption</th>
<th>Average Taxable</th>
</tr>
</thead>
<tbody>
<tr>
<td>24,526</td>
<td>$101,885</td>
<td>$1,282</td>
<td>$100,603</td>
</tr>
</tbody>
</table>

### Lower Value Used

<table>
<thead>
<tr>
<th>Count of Protested Properties</th>
<th>Total Market Value</th>
<th>Total Value Used</th>
</tr>
</thead>
<tbody>
<tr>
<td>749</td>
<td>$383,403,779.00</td>
<td>$306,098,111</td>
</tr>
<tr>
<td>Description</td>
<td>2019 CBR</td>
<td>2020 CBR</td>
</tr>
<tr>
<td>------------------</td>
<td>----------</td>
<td>----------</td>
</tr>
<tr>
<td>Properties</td>
<td>72,444</td>
<td>73,149</td>
</tr>
<tr>
<td>Land Value</td>
<td>2,180,927,424</td>
<td>2,226,635,547</td>
</tr>
<tr>
<td>Imp Value</td>
<td>4,915,270,356</td>
<td>6,162,673,142</td>
</tr>
<tr>
<td>Personal</td>
<td>1,000,785,431</td>
<td>1,115,142,672</td>
</tr>
<tr>
<td>Mineral</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Market</td>
<td>8,096,983,211</td>
<td>9,504,451,361</td>
</tr>
<tr>
<td>Ag Loss</td>
<td>92,042,093</td>
<td>88,421,015</td>
</tr>
<tr>
<td>Cap Loss</td>
<td>43,987,856</td>
<td>31,761,926</td>
</tr>
<tr>
<td>Assessed</td>
<td>7,960,953,262</td>
<td>9,384,268,420</td>
</tr>
<tr>
<td>Total Exemptions</td>
<td>834,383,326</td>
<td>1,765,012,152</td>
</tr>
<tr>
<td>Taxable Value</td>
<td>7,126,569,936</td>
<td>7,619,256,268</td>
</tr>
<tr>
<td>Tax Rate</td>
<td>0.700613</td>
<td>0.700613</td>
</tr>
</tbody>
</table>

| Run Date         | 07/21/2020 | 07/18/2020 |
| Supplement No.   | 36         | 0          |
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Lupe Granado, Finance Director
Date: Tuesday, August 4, 2020
Agenda #: Consideration and ACTION to acknowledge the Finance Director's Certification of the estimated ad valorem tax debt collection rate for tax year 2020, and the excess debt tax collections for tax year 2019. (Financial Services)

Summary:

Truth-in-taxation laws, as written in the Property Tax Code, state that a taxing unit that levies a debt tax must consider anticipated collections in calculating the debt component of its voter-approval tax rate. The collector for such a unit must certify two items to the governing body:

1. The estimated debt collection rate for tax year 2020, and

Property tax code 26.04(h) as amended by Texas Senate Bill 2 of the 86th legislature states that if the anticipated collection rate of a taxing unit is lower than the lowest actual collection rate for any of the preceding three years, the anticipated collection rate is equal to the lowest actual collection rate of those three years. The lowest collection rate in the preceding three years was 101.4%. I, as the designated tax collector for the city, certify that the estimated 2020 anticipated collection rate will be 101.4%. This estimated collection ratio has also been certified by Mr. Tony Yzaguirre, Cameron County Tax Collector. Even though we will not know the precise amount until the period (next year) is over, truth-in-taxation laws require an estimate.

We also certify that the excess debt tax collections for tax year 2019 were $0. Attached is a schedule showing this computation.

Project Scope and Analysis:

Funding:
Source:
Amount:
Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Choose an Option

Attachments:
Debt Collections From July 1, 2019 Through June 30, 2020 17,879,750.38

2019 Rollback Worksheet Line #34 Adjusted 2019 Debt (16,318,057.00)

Excess Debt Collection - The City Collected More Than 100% 1,561,693

2020 Voter-Approval Worksheet Line #41 Certified 2019 Excess Certified 2019 Excess Debt Collections Is Zero 0

Note: Last year the collector or the chief financial officer projected a 2019 collection rate of 100% and since the City collected more than 100%, the collector or the chief financial officer certifies excess debt collections of "$0".
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Lupe Granado, Finance Director
Date: Tuesday, August 4, 2020
Agenda #: Consideration and ACTION to acknowledge the Finance Director's calculation of the City's No-New-Revenue and Voter-Approval tax rates for tax year 2020 or fiscal year 2021. (Financial Services)

Summary:
The city must calculate the no-new-revenue and voter-approval tax rates according to Property Tax Code Chapter 26, Section 4(c).

The no-new-revenue tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year, based on a tax rate that would produce the same amount of taxes if applied to the same properties taxed in both years. The taxing unit’s no-new-revenue tax rate is a calculated rate generally equal to the last year’s taxes divided by the current taxable value of properties that were also on the tax roll last year. The resulting tax rate is used for comparison and as a benchmark for certain notice requirements.

To preserve a taxing unit’s ability to pay their debt service, the Texas legislature split the voter-approval rate calculations into two components:

**Maintenance and operations (M&O) rate**
- is the tax rate that would be needed to raise the amount the taxing unit needs to fund operations
- includes salaries, utilities and other day-to-day operations

**Debt service rate**
- covers the interest and principal on bonds and other debt secured by property tax revenues
- also called “interest and sinking” (I&S)
- does not depend on prior year’s debt taxes at all, only what the unit will need for the current year
- does not trigger an automatic election when the portion of the overall rate used to retire debt rises

**Project Scope and Analysis:**

**Funding:**

Source:

City of Brownsville, Texas
Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Choose an Option

Attachments:
1. Tax Worksheets 7-30pm
2020 Tax Rate Calculation Worksheet

CITY OF BROWNSVILLE
1001 E. Elizabeth St.
956-548-6015
www.cob.us

No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

<table>
<thead>
<tr>
<th>1. 2019 total taxable value. Enter the amount of 2019 taxable value on the 2019 tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (will deduct taxes in Line 17).</th>
<th>$7,126,569,936</th>
</tr>
</thead>
<tbody>
<tr>
<td>2. 2019 tax ceilings. Counties, Cities and Junior College Districts. Enter 2019 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other units enter &quot;0&quot; If your taxing units adopted the tax ceiling provision in 2019 or prior year for homeowners age 65 or older or disabled, use this step.</td>
<td>$730,046,895</td>
</tr>
<tr>
<td>3. Preliminary 2019 adjusted taxable value. Subtract line 2 from line 1.</td>
<td>$6,396,523,041</td>
</tr>
<tr>
<td>4. 2019 total adopted tax rate.</td>
<td>$0.700613/$100</td>
</tr>
<tr>
<td>5. 2019 taxable value lost because court appeals of ARB decisions reduced 2019 appraised value.</td>
<td></td>
</tr>
<tr>
<td>A. Original 2019 ARB values:</td>
<td>$64,511,387</td>
</tr>
<tr>
<td>B. 2019 values resulting from final court decisions:</td>
<td>- $56,989,324</td>
</tr>
<tr>
<td>C. 2019 value loss. Subtract B from A.</td>
<td>$7,522,063</td>
</tr>
<tr>
<td>6. 2019 taxable value subject to an appeal under Chapter 42, as of July 25.</td>
<td></td>
</tr>
<tr>
<td>A. 2019 ARB certified value:</td>
<td>$0</td>
</tr>
<tr>
<td>B. 2019 disputed value:</td>
<td>- $0</td>
</tr>
<tr>
<td>C. 2019 undisputed value. Subtract B from A.</td>
<td>$0</td>
</tr>
<tr>
<td>7. 2019 Chapter 42 related adjusted values. Add line 5 and line 6.</td>
<td>$7,522,063</td>
</tr>
<tr>
<td>8. 2019 taxable value, adjusted for actual and potential court-ordered adjustments. Add line 3 and line 7.</td>
<td>$6,404,045,104</td>
</tr>
</tbody>
</table>
1 Tex. Tax Code § 26.012(14)
2 Tex. Tax Code § 26.012(14)
3 Tex. Tax Code § 26.012(13)
4 Tex. Tax Code § 26.012(13)
### 2020 Tax Rate Calculation Worksheet

CITY OF BROWNSVILLE

#### No-New-Revenue Tax Rate (continued)

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>2019 taxable value of property in territory the taxing unit deannexed after January 1, 2019. Enter the 2019 value of property in deannexed territory.</td>
<td>$0</td>
</tr>
<tr>
<td>10</td>
<td>2019 taxable value lost because property first qualified for an exemption in 2020. Use original exempted amount, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in 2020 does not create a new exemption or reduce taxable value.</td>
<td>$16,723,907</td>
</tr>
<tr>
<td></td>
<td>A. Absolute exemptions. Use 2019 market value</td>
<td>$10,395,858</td>
</tr>
<tr>
<td></td>
<td>B. Partial exemptions. 2020 exemption amount or 2020 percentage exemption times 2019 value</td>
<td>+ $6,328,049</td>
</tr>
<tr>
<td></td>
<td>C. Value loss. Add A and B</td>
<td>$0</td>
</tr>
<tr>
<td>11</td>
<td>2019 taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/scenic appraisal or public access airport special appraisal in 2020. Use only those properties that first qualified in 2020; do not use properties that qualified in 2019.</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>A. 2019 market value</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td>B. 2020 productivity or special appraised value</td>
<td>- $0</td>
</tr>
<tr>
<td></td>
<td>C. Value loss. Subtract B from A</td>
<td>$0</td>
</tr>
<tr>
<td>12</td>
<td>Total adjustments for lost value. Add lines 9, 10C and 11C.</td>
<td>$16,723,907</td>
</tr>
<tr>
<td>13</td>
<td>Adjusted 2019 taxable value. Subtract line 12 from line 8.</td>
<td>$6,387,321,197</td>
</tr>
<tr>
<td>14</td>
<td>Adjusted 2019 total levy. Multiply 4 by line 13 and divide by $100.</td>
<td>$44,750,402</td>
</tr>
<tr>
<td>15</td>
<td>Taxes refunded for years preceding tax year 2019. Types of refunds include court decisions, Tax Code § 25.25(b) and (c) corrections and Tax Code § 31.11 payment errors. Do not include refunds for tax year 2019. This line applies only to tax years preceding tax year 2019.</td>
<td>$33,662</td>
</tr>
<tr>
<td>16</td>
<td>Taxes in tax increment financing (TIF) for tax year 2019. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the unit has no 2020 captured appraised value in Line 18D, enter “0”.</td>
<td>$169,288</td>
</tr>
<tr>
<td>17</td>
<td>Adjusted 2019 levy with refunds and TIF adjustment. Add lines 14 and 15, subtract line 16.</td>
<td>$44,614,776</td>
</tr>
</tbody>
</table>

5 Tex. Tax Code § 26.012(15)
6 Tex. Tax Code § 26.012(15)
7 Tex. Tax Code § 26.012(15)
8 Tex. Tax Code § 26.012(13)
9 Tex. Tax Code § 26.03(c)
10 Tex. Tax Code § 26.012(13)
### No-New-Revenue Tax Rate (continued)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>18. Total 2020 taxable value on the 2020 certified appraisal roll today.</strong> This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 20). These homesteads includes homeowners age 65 or older or disabled.(^1)</td>
<td></td>
</tr>
<tr>
<td><strong>A. Certified values:</strong></td>
<td><strong>$7,246,442,694</strong></td>
</tr>
<tr>
<td><strong>B. Counties:</strong> Include railroad rolling stock values certified by the Comptroller's office:</td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td><strong>C. Pollution control and energy storage system exemption:</strong> Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property:</td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td><strong>D. Tax increment financing:</strong> Deduct the 2020 captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the 2020 taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in line 23 below.(^1)</td>
<td><strong>$63,237,801</strong></td>
</tr>
<tr>
<td><strong>E. Total 2020 value.</strong> Add A and B, then subtract C and D.</td>
<td><strong>$7,183,204,893</strong></td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>19. Total value of properties under protest or not included on certified appraisal roll.</strong>(^1)</td>
<td></td>
</tr>
<tr>
<td><strong>A. 2020 taxable value of properties under protest.</strong> The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value.(^1)</td>
<td><strong>$306,098,111</strong></td>
</tr>
<tr>
<td><strong>B. 2020 value of properties not under protest or included on certified appraisal roll.</strong> The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included at appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll.(^1)</td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

---

\(^1\) Tex. Tax Code § 26.12, 26.04(c-2)
\(^1\) Tex. Tax Code § 26.03(c)
\(^1\) Tex. Tax Code § 26.01(c) and (d)
\(^1\) Tex. Tax Code § 26.01(c)
\(^1\) Tex. Tax Code § 26.01(d)
### 2020 Tax Rate Calculation Worksheet

**CITY OF BROWNSVILLE**

**No-New-Revenue Tax Rate (concluded)**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
</table>
| 19| **C. Total value under protest or not certified. Add A and B.**  
   (cont.)                                                                                                                                                                                                                                                                                        | $306,098,111|
| 20| **2020 tax ceilings.** Counties, cities and junior colleges enter 2020 total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter "0". If your taxing units adopted the tax ceiling provision in 2019 or a prior year for homeowners age 65 or older or disabled, use this step.  
| 21| **2020 total taxable value.** Add lines 18E and 19C. Subtract line 20.  
   17 Tex. Tax Code § 26.012(6)                                                                                                                                                                                                                                                                    | $6,770,042,249|
| 22| **Total 2020 taxable value of properties in territory annexed after January 1, 2019.** Include both real and personal property. Enter the 2020 value of property in territory annexed.  
   18 Tex. Tax Code § 26.012(17)                                                                                                                                                                                                                                                                    | $0         |
| 23| **Total 2020 taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in 2019. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after January 1, 2019 and be located in a new improvement. New improvements do include property on which a tax abatement agreement has expired for 2020.  
   19 Tex. Tax Code § 26.012(17)                                                                                                                                                                                                                                                                    | $131,897,596|
| 24| **Total adjustments to the 2020 taxable value.** Add lines 22 and 23.                                                                                                                                                                                                                                                                                    | $131,897,596|
| 25| **Adjusted 2020 taxable value.** Subtract line 24 from line 21.                                                                                                                                                                                                                                    | $6,638,144,653|
| 26| **2020 NNR tax rate.** Divide line 17 by line 25 and multiply by $100.  
   20 Tex. Tax Code § 26.04(c)                                                                                                                                                                                                                                                                   | $0.672097/$100|
| 27| **COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the 2020 county NNR tax rate.  
   21 Tex. Tax Code § 26.04(d)                                                                                                                                                                                                                                                                     | $/$100     |

16 Tex. Tax Code § 26.012(6)(B)
17 Tex. Tax Code § 26.012(6)
18 Tex. Tax Code § 26.012(17)
19 Tex. Tax Code § 26.012(17)
20 Tex. Tax Code § 26.04(c)
21 Tex. Tax Code § 26.04(d)
Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.

2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

| 28. | 2019 M&O tax rate. Enter the 2019 M&O tax rate. | $0.445431/$100 |
| 29. | 2019 taxable value, adjusted for actual and potential court-ordered adjustments. Enter the amount in line 8 of the **No-New-Revenue Tax Rate Worksheet**. | $6,404,045,104 |
| 30. | Total 2019 M&O levy. Multiply line 28 by line 29 and divide by $100. | $28,525,602 |
| A. 2019 sales tax specifically to reduce property taxes. For cities, counties and hospital districts, enter the amount of additional sales tax collected and spent on M&O expenses in 2019, if any. Other taxing units, enter 0. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent. | $10,130,480 |
| B. M&O taxes refunded for years preceding tax year 2019: Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2019. This line applies only to tax years preceding tax year 2019. | + $21,460 |
| C. 2019 taxes in TIF.: Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no 2019 captured appraised value in Line 18D, enter 0. | - $107,616 |
Voter-Approval Tax Rate (continued)

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Calculation</th>
<th>Result</th>
</tr>
</thead>
<tbody>
<tr>
<td>31. (cont.)</td>
<td><strong>D. 2019 transferred function.</strong> If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in E below. The taxing unit receiving the function will add this amount in E below. Other taxing units enter 0.</td>
<td>+/- $0</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>E. 2019 M&amp;O levy adjustments.</strong> Add A and B, then subtract C. For taxing unit with D, subtract if discontinuing function and add if receiving function.</td>
<td>$10,044,324</td>
<td>$38,569,926</td>
</tr>
<tr>
<td>32.</td>
<td><strong>Adjusted 2020 taxable value.</strong> Enter the amount in line 25 of the No-New-Revenue Tax Rate Worksheet.</td>
<td>$6,638,144,653</td>
<td></td>
</tr>
<tr>
<td>33.</td>
<td><strong>2020 NNR M&amp;O rate. (unadjusted)</strong> Divide line 31 by line 32 and multiply by $100.</td>
<td>$0.581034/$100</td>
<td></td>
</tr>
<tr>
<td>34.</td>
<td><strong>Rate adjustment for state criminal justice mandate.</strong> Enter the rate calculated in C. If not applicable, enter 0.</td>
<td><strong>A. 2020 state criminal justice mandate.</strong> Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose.</td>
<td>$0</td>
</tr>
<tr>
<td></td>
<td><strong>B. 2019 criminal justice mandate.</strong> Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies.</td>
<td>$0</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>C. Subtract B from A and divide by line 32 and multiply by $100.</strong></td>
<td>$0/$100</td>
<td>$0/$100</td>
</tr>
</tbody>
</table>

22 [Reserved for expansion]
23 Tex. Tax Code § 26.044
### 35. Rate adjustment for indigent health care expenditures \(^{24}\)

<table>
<thead>
<tr>
<th>Rate adjustment for indigent health care expenditures</th>
<th>Enter the rate calculated in C. If not applicable, enter 0.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. <strong>2020 indigent health care expenditures.</strong> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state assistance received for the same purpose.</td>
<td>$0</td>
</tr>
<tr>
<td>B. <strong>2019 indigent health care expenditures.</strong> Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2018 and ending on June 30, 2019, less any state assistance received for the same purpose.</td>
<td>$0</td>
</tr>
<tr>
<td>C. Subtract B from A and divide by line 32 and multiply by $100.</td>
<td>$0/$100</td>
</tr>
</tbody>
</table>

### 36. Rate adjustment for county indigent defense compensation \(^{25}\)

<table>
<thead>
<tr>
<th>Rate adjustment for county indigent defense compensation</th>
<th>Enter the lessor of C and D. If not applicable, enter 0.</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. <strong>2020 indigent defense compensation expenditures.</strong> Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2019 and ending on June 30, 2020, less any state grants received by the county for the same purpose.</td>
<td>$0</td>
</tr>
<tr>
<td>B. <strong>2019 indigent defense compensation expenditures.</strong> Enter the amount paid by a county to provide appointed counsel for indigent individuals for the period beginning on July 1, 2018 and ending on June 30, 2019, less any state grants received by the county for the same purpose.</td>
<td>$0</td>
</tr>
<tr>
<td>C. Subtract B from A and divide by line 32 and multiply by $100.</td>
<td>$0/$100</td>
</tr>
<tr>
<td>D. Multiply B by 0.05 and divide by line 32 and multiply by $100.</td>
<td>$0/$100</td>
</tr>
</tbody>
</table>

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24 Tex. Tax Code § 26.0442  
25 Tex. Tax Code § 26.0442
### 2020 Tax Rate Calculation Worksheet

**CITY OF BROWNSVILLE**

#### Voter-Approval Tax Rate (continued)

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>37. <strong>Rate adjustment for county hospital expenditures.</strong>&lt;sup&gt;26&lt;/sup&gt; Enter the lessor of C and D, if applicable. If not applicable, enter 0.</td>
<td></td>
</tr>
<tr>
<td>A. <strong>2020 eligible county hospital expenditures.</strong> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2019 and ending on June 30, 2020</td>
<td>$0</td>
</tr>
<tr>
<td>B. <strong>2019 eligible county hospital expenditures.</strong> Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2018 and ending on June 30, 2019.</td>
<td>$0</td>
</tr>
<tr>
<td>C. Subtract B from A and divide by line 32 and multiply by $100.</td>
<td>$0/$100</td>
</tr>
<tr>
<td>D. Multiply B by 0.08 and divide by line 32 and multiply by $100.</td>
<td>$0/$100</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>38. <strong>Adjusted 2020 NNR M&amp;O rate.</strong> Add lines 33, 34, 35, 36, and 37.</td>
<td>$0.581034/$100</td>
</tr>
</tbody>
</table>

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>39. <strong>2020 voter-approval M&amp;O rate.</strong> Enter the rate as calculated by the appropriate scenario below.</td>
<td></td>
</tr>
<tr>
<td><strong>Special Taxing Unit.</strong> If the taxing unit qualifies as a special taxing unit, multiply line 38 by 1.08.</td>
<td></td>
</tr>
<tr>
<td><strong>Other Taxing Unit.</strong> If the taxing unit does not qualify as a special taxing unit, multiply Line 38 by 1.035</td>
<td></td>
</tr>
<tr>
<td><strong>Taxing unit affected by disaster declaration.</strong> If the taxing unit is located in an area declared as disaster area, the governing body may direct the person calculating the voter-approval rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval rate in this manner until the earlier of 1) the second year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, and 2) the third tax year after the tax year in which the disaster occurred. If the taxing unit qualifies under this scenario, multiply line 38 by 1.08.</td>
<td>$0.60137/$100</td>
</tr>
</tbody>
</table>

---

<sup>26</sup> Tex. Tax Code § 26.0443

<sup>27</sup> Tex. Tax Code § 26.04(c-1)
<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>40.</strong></td>
<td><strong>Total 2020 debt to be paid with property taxes and additional sales tax revenue.</strong> Debt means the interest and principal that will be paid on debts that: (1) are paid by property taxes, (2) are secured by property taxes, (3) are scheduled for payment over a period longer than one year, and (4) are not classified in the taxing unit's budget as M&amp;O expenses.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>A:</strong> Debt also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. Enter debt amount.</td>
<td>$19,852,978</td>
</tr>
<tr>
<td></td>
<td><strong>B:</strong> Subtract unencumbered fund amount used to reduce total debt.</td>
<td>-$0</td>
</tr>
<tr>
<td></td>
<td><strong>C:</strong> Subtract certified amount spent from sales tax to reduce debt (enter zero if none).</td>
<td>-$0</td>
</tr>
<tr>
<td></td>
<td><strong>D:</strong> Subtract amount paid from other resources.</td>
<td>-$2,338,879</td>
</tr>
<tr>
<td></td>
<td><strong>E: Adjusted debt.</strong> Subtract B, C and D from A.</td>
<td>$17,514,099</td>
</tr>
<tr>
<td><strong>41.</strong></td>
<td><strong>Certified 2019 excess debt collections.</strong> Enter the amount certified by the collector.</td>
<td>$0</td>
</tr>
<tr>
<td><strong>42.</strong></td>
<td><strong>Adjusted 2020 debt.</strong> Subtract line 41 from line 40E.</td>
<td>$17,514,099</td>
</tr>
<tr>
<td><strong>43.</strong></td>
<td><strong>2020 anticipated collection rate.</strong> If the anticipated rate in A is lower than actual rates in B, C or D, enter the lowest rate from B, C or D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>A:</strong> Enter the 2020 anticipated collection rate certified by the collector.</td>
<td>101.400000%</td>
</tr>
<tr>
<td></td>
<td><strong>B:</strong> Enter the 2019 actual collection rate.</td>
<td>101.600000%</td>
</tr>
<tr>
<td></td>
<td><strong>C:</strong> Enter the 2018 actual collection rate.</td>
<td>101.400000%</td>
</tr>
<tr>
<td></td>
<td><strong>D:</strong> Enter the 2017 actual collection rate.</td>
<td>102.300000%</td>
</tr>
<tr>
<td></td>
<td><strong>E:</strong> Adjusted 2020 debt adjusted for collections. Divide line 42 by line 43.</td>
<td>$17,272,286</td>
</tr>
<tr>
<td><strong>44.</strong></td>
<td><strong>2020 total taxable value.</strong> Enter the amount on line 21 of the No-New-Revenue Tax Rate Worksheet.</td>
<td>$6,770,042,249</td>
</tr>
<tr>
<td><strong>45.</strong></td>
<td><strong>2020 debt rate.</strong> Divide line 44 by line 45 and multiply by $100.</td>
<td>$0.255128/$100</td>
</tr>
<tr>
<td><strong>46.</strong></td>
<td><strong>2020 voter-approval tax rate.</strong> Add lines 39 and 46.</td>
<td>$0.856498/$100</td>
</tr>
<tr>
<td><strong>47.</strong></td>
<td><strong>COUNTIES ONLY.</strong> Add together the voter-approval tax rates for each type of tax the county levies. The total is the 2020 county voter-approval tax rate.</td>
<td>$/$100</td>
</tr>
</tbody>
</table>

28 Tex. Tax Code § 26.012(10) and 16.04(b)
29 Tex. Tax Code § 26.04(h),(h-1) and (h-2)
30 Tex. Tax Code § 26.04(b)
# 2020 Tax Rate Calculation Worksheet
## CITY OF BROWNSVILLE

### NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes
Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

<table>
<thead>
<tr>
<th>Line</th>
<th>Description</th>
<th>Calculation</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>49.</td>
<td><strong>Taxable Sales.</strong> For taxing units that adopted the sales tax in November 2019 or May 2020, enter the Comptroller's estimate of taxable sales for the previous four quarters. Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November 2019, skip this line.</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>50.</td>
<td><strong>Estimated sales tax revenue.</strong> Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue.</td>
<td></td>
<td>$10,207,822</td>
</tr>
<tr>
<td></td>
<td>Taxing units that adopted the sales tax in November 2019 or in May 2020. Multiply the amount on Line 49 by the sales tax rate (.01, .005, or .0025, as applicable) and multiply the result by .95.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>-OR-</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Taxing units that adopted the sales tax before November 2019. Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.</td>
<td></td>
<td>$10,207,822</td>
</tr>
<tr>
<td>51.</td>
<td><strong>2020 total taxable value.</strong> Enter the amount from line 21 of the No-New-Revenue Tax Rate Worksheet.</td>
<td></td>
<td>$6,770,042,249</td>
</tr>
<tr>
<td>52.</td>
<td><strong>Sales tax adjustment rate.</strong> Divide line 50 by line 51 and multiply by $100.</td>
<td></td>
<td>$0.150779/$100</td>
</tr>
<tr>
<td>53.</td>
<td><strong>2020 NNR tax rate, unadjusted for sales tax.</strong> Enter the rate from line 26 or 27, as applicable, on the No-New-Revenue Tax Rate Worksheet.</td>
<td></td>
<td>$0.672097/$100</td>
</tr>
<tr>
<td>54.</td>
<td><strong>2020 NNR tax rate, adjusted for sales tax.</strong></td>
<td></td>
<td>$0.672097/$100</td>
</tr>
<tr>
<td></td>
<td>Taxing units that adopted the sales tax in November 2019 or in May 2020. Subtract line 52 from line 53. Skip to line 55 if you adopted the additional sales tax before November 2019.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>55.</td>
<td><strong>2020 voter-approval tax rate, unadjusted for sales tax.</strong> Enter the rate from line 47 or 48, as applicable, of the Voter-Approval Tax Rate Worksheet.</td>
<td></td>
<td>$0.856498/$100</td>
</tr>
<tr>
<td>56.</td>
<td><strong>2020 voter-approval tax rate, adjusted for sales tax.</strong> Subtract line 52 from line 55.</td>
<td></td>
<td>$0.705719/$100</td>
</tr>
</tbody>
</table>

31 [Reserved for expansion]
32 Tex. Tax Code § 26.041(d)
33 Tex. Tax Code § 26.041(i)
34 Tex. Tax Code § 26.041(d)
35 Tex. Tax Code § 26.04(c)
36 Tex. Tax Code § 26.04(c)
Voter-Approval Rate Adjustment for Pollution Control
A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

<table>
<thead>
<tr>
<th></th>
<th>Certified expenses from the Texas Commission on Environmental Quality (TCEQ). Enter the amount certified in the determination letter from TCEQ.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>57.</strong></td>
<td><strong>Certified expenses from the Texas Commission on Environmental Quality (TCEQ).</strong> Enter the amount certified in the determination letter from TCEQ.</td>
<td><strong>$0</strong></td>
</tr>
<tr>
<td></td>
<td>The taxing unit shall provide its tax assessor-collector with a copy of the letter.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2020 total taxable value. Enter the amount from line 21 of the No-New-Revenue Tax Rate Worksheet.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>58.</strong></td>
<td><strong>2020 total taxable value.</strong> Enter the amount from line 21 of the No-New-Revenue Tax Rate Worksheet.</td>
<td><strong>$6,770,042,249</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Additional rate for pollution control. Divide line 57 by line 58 and multiply by 100.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>59.</strong></td>
<td><strong>Additional rate for pollution control.</strong> Divide line 57 by line 58 and multiply by 100.</td>
<td><strong>$0/$100</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>2020 voter-approval tax rate, adjusted for pollution control. Add line 59 to one of the following lines (as applicable): line 47, line 48 (counties) or line 56 (units with the additional sales tax).</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>60.</strong></td>
<td><strong>2020 voter-approval tax rate, adjusted for pollution control.</strong> Add line 59 to one of the following lines (as applicable): line 47, line 48 (counties) or line 56 (units with the additional sales tax).</td>
<td><strong>$0.705719/$100</strong></td>
</tr>
</tbody>
</table>

37 Tex. Tax Code § 26.045(d)
38 Tex. Tax Code § 26.045(i)
Voter-Approval Tax Rate Adjustment for Unused Increment Rate
The unused increment rate is the rate equal to the difference between the adopted tax rate and voter-approval tax rate before the unused increment rate for the prior three years. In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the unused increment rate for that year would be zero.

For each tax year before 2020, the difference between the adopted tax rate and voter-approval rate is considered zero, therefore the unused increment rate for 2020 is zero.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit.

<table>
<thead>
<tr>
<th></th>
<th>Unused Increment Rate</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>61.</td>
<td><strong>2019 unused increment rate.</strong> Subtract the 2019 actual tax rate and the 2019 unused increment rate from the 2019 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.</td>
<td>$0/$100</td>
</tr>
<tr>
<td>62.</td>
<td><strong>2018 unused increment rate.</strong> Subtract the 2018 actual tax rate and the 2018 unused increment rate from the 2018 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.</td>
<td>$0/$100</td>
</tr>
<tr>
<td>63.</td>
<td><strong>2017 unused increment rate.</strong> Subtract the 2017 actual tax rate and the 2017 unused increment rate from the 2017 voter-approval tax rate. If the number is less than zero, enter zero. If the year is prior to 2020, enter zero.</td>
<td>$0/$100</td>
</tr>
<tr>
<td>64.</td>
<td><strong>2020 unused increment rate.</strong> Add lines 61, 62, and 63.</td>
<td>$0/$100</td>
</tr>
<tr>
<td>65.</td>
<td><strong>2020 voter-approval tax rate, adjusted for unused increment rate.</strong> Add line 64 to one of the following lines (as applicable): line 47, line 48 (counties), line 56 (taxing units with the additional sales tax) or line 60 (taxing units with pollution control).</td>
<td>$0.705719/$100</td>
</tr>
</tbody>
</table>

39 Tex. Tax Code § 26.013(a)
40 Tex. Tax Code § 26.013(c)
41 Tex. Tax Code § 26.063(a)(1)
Total Tax Rate

Indicate the applicable total tax rates as calculated above.

**No-New-Revenue tax rate.** As applicable, enter the 2020 NNR tax rate from: line 26, line 27 (counties), or line 54 (adjusted for sales tax). $0.672097/$100

**Voter-approval tax rate.** As applicable, enter the 2020 voter-approval tax rate from: line 47, line 48 (counties), line 56 (adjusted for sales tax), line 60 (adjusted for pollution control), or line 65 (adjusted for unused increment). $0.705719/$100

**De minimis rate.** If applicable, enter the de minimis rate from line 70. /$100
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Lupe Granado, Finance Director
Date: Tuesday, August 4, 2020
Agenda #: Consideration and ACTION to discuss a possible ad valorem tax rate increase and to authorize a public hearing on August 18, 2020, to discuss the proposed ad valorem tax rate that will exceed the No-New-Revenue tax rate. (Financial Services)

Summary:
The governing body of a taxing unit other than a school district may not adopt a tax rate that exceeds the lower of the voter-approval tax rate or the no-new-revenue tax rate until the governing body has held a public hearing on the proposed tax rate. This hearing must:

- have a quorum of the governing body present,
- take place within the boundaries of the taxing unit,
- be conducted on a weekday that is not a public holiday,
- allow taxpayers an opportunity to express their views, and
- take place in a public building or, if a public building isn’t available, in a building normally open to the public.

Update: Due to the COVID-19 disaster, at the request of the Office of the Attorney General, Governor Greg Abbott temporarily suspended certain open-meeting provisions of Texas Law and allows for telephonic or videoconferencing meetings of governmental bodies, without the need for face-to-face contact during a pandemic.

A public hearing may not be held before the fifth day after the date the notice of the public hearing is given. Property Tax Code, chapter 26.06(d), expressly authorizes the governing body to vote on the proposed tax rate at the property tax public hearing.

Project Scope and Analysis:

Funding:
Source: 
Amount:
Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Choose an Option
Attachments:
1. FY 2021 Discuss Tax Rate 8-4
City of Brownsville, Texas
Discuss a Possible Tax Rate Increase & Authorize a Public Hearing.

August 4, 2020
General (M&O) & Debt Service (I&S) Funds
Ad Valorem Tax Rate Distribution

No-New-Revenue Tax Rate

M&O $0.416969

I&S $0.255128

Tax Rate $0.672097

Current Tax Rate

M&O $0.445485

I&S $0.255128

Tax Rate $0.700613

Voter-Approval Tax Rate

M&O $0.450591

I&S $0.255128

Tax Rate $0.705719
Truth-In-Taxation

The Texas Constitution sets out the general requirements for Truth-In-Taxation. Truth-In-Taxation states that if the City is going to propose a tax rate that exceeds the lower of the no-new-revenue tax rate or the voter-approval tax rate, the City must hold a public hearing.

We are proposing tonight that the City Commission announces or authorizes by vote that a public hearing be held on August 18th to discuss a possible tax rate increase that exceeds the no-new-revenue tax rate.
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Monica Tellam, Communications Manager
Date: Tuesday, August 4, 2020
Agenda #: Consideration and ACTION on Resolution Number 2020-073, to authorize a waiver of penalty fees and interest fees of Hotel Occupancy Tax Collection for Livermore Hospitality LLC., DBA Homewood Suites between November 2019 and February 2020. (Communications and Marketing Department)

Summary:
On July 14th, the City of Brownsville received a request from Livermore Hospitality, LLC., DBA Homewood Suites requesting a late fee and interest fee waiver for November 1, 2019 to February 29, 2020. According to Homewood Suites, the reason for the request is due to the impact COVID-19 has had on the tourism industry. The waiver is for a total cost of $2,589.23.

Project Scope and Analysis:
Each month the City collects Hotel Occupancy Taxes (HOT) from local hotels and motels. On July 14th, the City of Brownsville's Financial Services Department received a request to waive late fees and interest fees for Livermore Hospitality, LLC., dba Homewood Suites from November 1, 2019 to February 29, 2020 for a total amount of $2,589.23 in penalty fees and interest fees. The Homewood Suites is otherwise up to date on all other HOT collections.

It has been demonstrated that hotels, and the tourism industry, have suffered since the COVID-19 pandemic began. Financial relief such as this, will provide Homewood Suites with an opportunity to be up to date on all other payments. All HOT revenues go towards fund 11 - Convention & Tourism Fund.

Funding:
Source:
Amount:
Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Choose an Option
Attachments:
1. City Hotel Taxes Past Due Notice 1
2. RESOLUTION NUMBER 2020 - 073
3. Resolution 2020-073 (stamped and signed)
**UNDERPAID**
2nd Attempt

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Tax Type</th>
<th>Tax Period</th>
<th>NET SALES</th>
<th>GROSS TAX DUE</th>
<th>AMT PAID</th>
<th>DIFFERENCE</th>
<th>Penalty</th>
<th>*Interest</th>
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<td>$7,776.69</td>
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</table>

Amount to be paid: $26,802.36

Remit To: Avenu Insights & Analytics
PO Box 830725
Birmingham, AL 35283-0725

If you have questions regarding this invoice, please call an Avenu Representative at 866-240-3665

*The return(s) for the jurisdiction and period(s) listed above were late and/or underpaid. For information regarding municipal penalties and/or interest for Hotel Occupancy Tax, please visit our website at www.revds.com. (Taxpayer - Texas - Taxpayer Forms)

In order to avoid further collection action payment must be received within 10 days. Questions, call (866) 240-3665.

Returned Check Disclaimer: Effective July 1, 2010, each returned item received by Avenu due to insufficient funds will be electronically represented to the presenters' bank no more than two times in an effort to obtain payment. Avenu is not responsible for any additional back fees that will accrue due to the resubmission of the returned item. Please see the full returned check policy at www.revds.com/taxpayer/return-check disclaimer.
RESOLUTION NUMBER 2020-073


WHEREAS, the City of Brownsville collects and monitors the Hotel Occupancy Tax as outlined in the Code of Ordinances Chapter 94, Article IV. – Hotel Occupancy; and

WHEREAS, according to the Centers for Disease Control and Prevention the first case of COVID-19 was first reported in Wuhan, China on December 31, 2020; and

WHEREAS, COVID-19, a highly contagious virus which spreads from person to person, has triggered a National, State and Local Emergency Declarations; and

WHEREAS, on March 17, 2020 the City of Brownsville issued a Local Disaster Declaration in response to the COVID-19 pandemic; and

WHEREAS, during the COVID-19 pandemic has drastically impacted the tourism and travel industry in Brownsville and all over the world; and

WHEREAS, the City of Brownsville has seen an impact on the tourism industry since March 2020; and

WHEREAS, the City Commission may consider the waiving of late and interest fees for registered hotels for late payments of Hotel Occupancy Tax on a case by case scenario, due to the accumulative or direct negative effects of COVID-19; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, waive late and interest fees for the Hotel Occupancy Tax collections of Livermore Hospitality LLC., DBA Homewood Suites during November 1, 2019 till February 29, 2020 for a total of $2,589.23.

PASSED and APPROVED on this ______________ day of August 2020.

City of Brownsville

____________________________________
Juan “Trey” Mendez III
Mayor

ATTEST:

____________________________________
Griselda Rosas
Interim City Secretary

Approved as to legality and form this ____________ day of __________ 2020

____________________________________
RESOLUTION NUMBER 2020-073

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE
AUTHORIZING A WAIVER OF LATE AND INTEREST FEES OF HOTEL
OCCUPANCY TAX COLLECTION FOR LIVERMORE HOSPITALITY LLC., DBA
HOMEWOOD SUITES FROM NOVEMBER 1, 2019 THROUGH FEBRUARY 29, 2020.

WHEREAS, the City of Brownsville collects and monitors the Hotel Occupancy Tax as
outlined in the Code of Ordinances Chapter 94, Article IV. – Hotel Occupancy; and

WHEREAS, according to the Centers for Disease Control and Prevention the first case of
COVID-19 was first reported in Wuhan, China on December 31, 2020; and

WHEREAS, COVID-19, a highly contagious virus which spreads from person to person,
has triggered a National, State and Local Emergency Declarations; and

WHEREAS, on March 17, 2020 the City of Brownsville issued a Local Disaster
Declaration in response to the COVID-19 pandemic; and

WHEREAS, during the COVID-19 pandemic has drastically impacted the tourism and
travel industry in Brownsville and all over the world; and

WHEREAS, the City of Brownsville has seen an impact on the tourism industry since
March 2020; and

WHEREAS, the City Commission may consider the waiving of late and interest fees for
registered hotels for late payments of Hotel Occupancy Tax on a case by case scenario, due to the
accumulative or direct negative effects of COVID-19; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF BROWNSVILLE, TEXAS, to waive late and interest fees for the Hotel Occupancy
Tax collections of Livermore Hospitality LLC., DBA Homewood Suites from November 1, 2019
through February 29, 2020.

PASSED and APPROVED on this ___________ day of August 2020.

City of Brownsville

Trey Mendez
Mayor

ATTEST:

__________________________
Griselda Rosas
Interim City Secretary

"Approved as to Form and Legality
This 23rd day of April 2020
Title ____________
Office of the Brownsville City Attorney"
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Felipe Romero, Communications and Marketing Director
Date: Tuesday, August 4, 2020
Agenda #: Consideration and ACTION to award term contracts for On Call Term Contracts for Signage and Marquee Installation for the City of Brownsville with Signs and More, LLC., Global Quest Services, and Sign Solutions. (RFP #SNM – 46-0820) (Communications and Marketing Department).

Summary:
Consideration and Action to award term contracts for On Call Term Contracts for Signage and Marquee Installation for the City of Brownsville with Signs and More, LLC., Global Quest Services, and Sign Solutions, RFP #SNM – 46-0820.

Project Scope and Analysis:
Due to the increased need for printing and signage in response to COVID-19, the Communications & Marketing Department is requesting a series of term Contract Agreements for an On Call Term Contract for Signage and Marquee Installation for the City of Brownsville with Signs and More LLC., Global Quest Services, and Sign Solutions in response to RFP #SNM-46-0820.

In an effort to be efficient and financially responsible, the City has gathered Requests for Proposals for printing and signage. The department followed City protocol and received 3 (three) submittals. Attached you will find a Procurement Analysis from the Financial Services Department outlining the process and procedures followed.

As stated in the Scope of Services, each business will support the City in a variety of signage and marquee products based on their specialty. Global Quest Services – Interior Design and Facility, Sign Solutions – Print and Traditional Marketing Materials, Signs and More, LLC. – Exterior/ Heavy Duty Marquee and Channel Letters.

These agreement shall consist of a one (1) year period upon approval by the City Commission. The City of Brownsville reserves the option to renew the term contract annual for two (2) one (1) year terms.

Funding:
Source:
Amount:
Local Contribution if Applicable:

Recommendation:
Staff recommendation is to approve the term contracts.

Commission Pillar:
Quality of Life Pillar

Attachments:
1. Procurement Analysis
2. Contract Agreement GQS Edwin (stamped and signed)
3. Sign Solution Contract final (stamped and signed)
4. Signs and More Contract (stamped and signed)
At the request of Mr. Felipe Romero, Director of Communications and Marketing, the Finance Department-Procurement Services solicited a formal sealed Request for Proposals for the aforementioned project.

Project milestones were accomplished as follows:

1. The legal advertisements appeared in The Brownsville Herald two times: on June 7, 2020 and June 14, 2020 and were posted on the Purchasing website. There were no addendums issued during the process.

2. A Pre-Proposal Meeting was held on June 16, 2020 at 10:00 A.M. and attended by two vendors.

3. Sealed Request for Proposals were received for the subject project on Wednesday June 24, 2020 at 3:00 P.M. A total of 3 (three) submittals were received.

4. Copies of Proposal submittals received were submitted to the Evaluation Committee for review via TEAMS.

   Evaluation Committee Members:
   - Felipe Romero
   - Roxana Moreno
   - Roberto Baez
   - Ramiro Gonzalez

5. Vendor interviews and presentations were conducted on July 6, 2020 via virtual meeting.

6. As pricing will vary dependent on type and quantity of service requested, no Best and Final Offer "BAFO" was requested.

7. All additional discussions of the evaluation process and review of submittals from vendors were held via TEAMS. After reviewing committee members proceeded to score the submittals.
1. The following vendors were considered responsive and responsible:
   - Global Quest Solutions
   - HAR-LUZ, INC. DBA SIGN SOLUTION
   - Sings and More

   Contract will be awarded on an as needed basis dependent on services requested, vendor capabilities and mutually agreed upon by Vendor and City of Brownsville.

2. The contract shall commence upon approval by the City Commission and shall expire one year from date of approval. The City of Brownsville reserve option to renew the term of this contract annually for two (2) one year terms.
CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR ON CALL TERM CONTRACT FOR
SIGNAGE AND MARQUEE INSTALLATION FOR THE CITY OF BROWNSVILLE

RFP# SNM-46-0820

This Agreement is entered into as of August 4, 2020 between The City of Brownsville, Texas, collectively hereinafter referred to as (“CITY”) and Global Quest Services hereinafter referred to as (“CONTRACTOR”).

1. Documents
   a. The following documents (collectively, “Contract Documents”) are hereby incorporated into and made part of this Agreement.
      i. Scope of Services, Conditions and Additional Services (Exhibit A)
      ii. Term of Agreement (Exhibit B)
      iii. Compensation, Fees and Commissions (Exhibit C)
      iv. Insurance (Exhibit D)

2. Scope of Services
   a. Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
   b. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
   c. By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to “Exhibit A” Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. Independent Contractor; Personnel
   a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor’s employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CITY’s employees, including without limitation worker's compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
   b. Contractor represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

4. Term of Agreement.
   a. The initial contract period shall commence on the date of approval of this agreement by the Brownsville City Commission and shall end or be extended upon the terms specified in Contract Documents “Exhibit B”. The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.
5. Compensation
   a. Contractor agrees that compensation for services shall be as specified in the Contract Documents “Exhibit C”. It is acknowledged and agreed by Contractor that compensation as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor’s services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Contractor’s obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
   b. Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY’s Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Insurance
   a. The Contractor shall furnish proof of insurance requirements as specified in Contract Documents “Exhibit D”. The coverage is to remain in force at all times during the contract period and the minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as “additional insured” shall be at the Contractor's expense.
   b. The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.
   c. The Contractor's insurance must be provided by an A.M. Best's "A-"rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable and shall be considered breach of contract.

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

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to CITY's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
b. **Termination for Convenience.** CITY reserves the right, in its best interest as determined by the City of Brownsville’s City Manager, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to CITY’s satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from CITY, the receipt and adequacy of which are hereby acknowledged by Contractor, for CITY’s right to terminate this Agreement for convenience.

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

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

i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

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

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

9. **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:  
Global Quest Services  
222 N Expressway 77/83 Suite 202  
Brownsville, Tx, 78521

If to CITY:  
City of Brownsville  
1001 E. Elizabeth St.  
Brownsville, Texas, 78521

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

h. Entire Understanding. This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

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

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

CITY OF BROWNSVILLE  
Signature: ____________________________  
Print Name: ____________________________  
Title: ____________________________  
Date: ____________________________

CONTRACTOR  
Signature: ____________________________  
Print Name: Edwin Treviño  
Title: Manager  
Date: July 20 2020

“Approved as to Form and Legality  
This 24th day of July 2020  
Title Office of the Brownsville City Attorney”
EXHIBIT “A”

Scope of Services

Signage and Marquee Installations for the City of Brownsville.

Sample services and sample pictures are provided below but should not be considered the full extent of services required. Bidders are not required to be able to perform all types of service but should explain their capabilities of the examples provided below.

- Installation
- Service & repair
- Interior and Exterior Mounted Signs
- Channel Letters
- Screen Printing
- School Name Lettering
- Banner, Wall & Door Wrapping
- LED Signage & Marquees
- Monument Signs and Scoreboards
- Flyers
- Postcards & Mailing
- Etc.
EXHIBIT “B”

The term of this contract agreement consists of a one (1) year base period (Primary Term) that shall commence upon approval by the City Commission and last for the length of one (1) year. The City of Brownsville reserves the option to renew the term of this contract annually for two (2) one (1) year terms each (Secondary Term), 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 period.
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<td>Electric Installation Service and repair (hr)</td>
<td>1</td>
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<td>$155.00</td>
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<tr>
<td>3</td>
<td>Design and Edition Services (hr)</td>
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<td>$108.04</td>
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<td>MDO Exterior Mounted Signs 4x8ft with posts</td>
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<td>6</td>
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<td>$229.26</td>
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<td>$155.00</td>
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<td>Calendared vinyl /decor 4x8ft</td>
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<td>1</td>
<td>$240.40</td>
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</table>
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
CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR ON CALL TERM CONTRACT FOR SIGNAGE AND MARQUEE INSTALLATION FOR THE CITY OF BROWNSVILLE

RFP# SNM-46-0820

This Agreement is entered into as of August 4, 2020 between The City of Brownsville, Texas, collectively hereinafter referred to as (“CITY”) and HAR-LUZ, INC. DBA SIGN SOLUTION hereinafter referred to as (“CONTRACTOR”).

1. Documents
   a. The following documents (collectively, “Contract Documents”) are hereby incorporated into and made part of this Agreement.
      
      i. Scope of Services, Conditions and Additional Services (Exhibit A)
      ii. Term of Agreement (Exhibit B)
      iii. Compensation, Fees and Commissions (Exhibit C)
      iv. Insurance (Exhibit D)

2. Scope of Services
   a. Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
   b. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
   c. By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to “Exhibit A” Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. Independent Contractor; Personnel
   a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor’s employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CITY’s employees, including without limitation worker's compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
   b. Contractor represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

4. Term of Agreement.
   a. The initial contract period shall commence on the date of approval of this agreement by the Brownsville City Commission and shall end or be extended upon the terms specified in Contract Documents “Exhibit B”. The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.
5. Compensation
   a. Contractor agrees that compensation for services shall be as specified in the Contract Documents “Exhibit C”. It is acknowledged and agreed by Contractor that compensation as enumerated in Exhibit C constitutes a limitation upon CITY’s obligation to compensate Contractor for Contractor’s services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Contractor’s obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
   b. Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY’s Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Insurance
   a. The Contractor shall furnish proof of insurance requirements as specified in Contract Documents “Exhibit D”. The coverage is to remain in force at all times during the contract period and the minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Brownsville, Texas, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as “additional insured” shall be at the Contractor's expense.
   b. The CITY shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.
   c. The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Texas, subject to approval by the City of Brownsville Department of Safety and Risk Management. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable and shall be considered breach of contract.

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

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to CITY's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
b. **Termination for Convenience.** CITY reserves the right, in its best interest as determined by the City of Brownsville’s City Manager, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any services performed to CITY’s satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable, and sufficient consideration from CITY, the receipt and adequacy of which are hereby acknowledged by Contractor, for CITY’s right to terminate this Agreement for convenience.

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

d. **Force Majeure.** CITY and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:
   
i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
   
   ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;
   
   iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
   
   iv. The non-performing party uses its best efforts to remedy its inability to perform.
   
   v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

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

9. **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: HAR-LUZ, INC. DBA SIGN SOLUTION
554 PAREDES AVE., STE. A
Brownsville, Tx, 78521

If to CITY: City of Brownsville
1001 E. Elizabeth St.
Brownsville, Texas, 78521

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

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
Signature: __________________________
Print Name: _________________________
Title: ______________________________
Date: ______________________________

CONTRACTOR
Signature: __________________________
Print Name: LUZ MARIA AVERILL
Title: PRESIDENT
Date: 07/23/2020

CONTRACTOR
Signature: __________________________
Print Name: HAROLD C. AVERILL
Title: VICE PRESIDENT
Date: 07/23/2020
EXHIBIT “A”

Scope of Services

Signage and Marquee Installations for the City of Brownsville.

Sample services and sample pictures are provided below but should not be considered the full extent of services required. Bidders are not required to be able to perform all types of service but should explain their capabilities of the examples provided below.

- Installation
- Service & repair
- Interior and Exterior Mounted Signs
- Channel Letters
- Screen Printing
- School Name Lettering
- Banner, Wall & Door Wrapping
- LED Signage & Marquees
- Monument Signs and Scoreboards
- Flyers
- Postcards & Mailing
- Etc.
EXHIBIT “B”

The term of this contract agreement consists of a one (1) year base period (Primary Term) that shall commence upon approval by the City Commission and last for the length of one (1) year. The City of Brownsville reserves the option to renew the term of this contract annually for two (2) one (1) year terms each (Secondary Term), 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 period.
SIGN SOLUTION PRICE LIST*

*Prices for the City of Brownsville will be adjusted to a 10% discount with increased discounts for quantities. This list is confidential and for the exclusive use for the City of Brownsville.

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<th>Banners</th>
<th>PVC - Wood - 0.040 0.080</th>
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<td>12 x 24 30 45</td>
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<tr>
<td>4 x 20</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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
# Certificate of Liability Insurance

**Certificate Number:**

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<tr>
<th>Coverage</th>
<th>Certificate Number</th>
<th>Policy Date</th>
<th>Policy Expiry</th>
<th>Limits</th>
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<td>04/25/2020</td>
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<td>EACH OCCURRENCE: $1,000,000.00</td>
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<td>MED EXP (Any one person): $5,000.00</td>
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<tr>
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<td></td>
<td></td>
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<td>PERSONAL &amp; ADV INJURY: $1,000,000.00</td>
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<td>GENERAL AGGREGATE: $2,000,000.00</td>
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<td>PRODUCTS - COMPOV: AGG $2,000,000.00</td>
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<td>Workers Compensation and Employers' Liability</td>
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<td>07/21/2021</td>
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<td>E.L. DISEASE: EA EMPLOYEE: $500,000</td>
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<td>E.L. DISEASE: POLICY LIMIT: $100,000</td>
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</tbody>
</table>

**Description of Operations / Locations / Vehicles:**

Additional Insured on General Liability Policy City of Brownsville

**Certificate Holder:**

City of Brownsville

**Cancellation:**

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

**Authorized Representative:**

Monica Sanchez

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CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

IMPORTANT: If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer:
JOEL BAZAN (194032v)
118 S SHARY RD
MISSION, TX 78572

Insured:
Maldonado, Indalecio
Industrial Signs and Welding
512 S 24th St
Donna, TX 78537

Contact:
Name: JOEL BAZAN
Phone: 956-519-1780
Fax: 956-519-1775
Address: JBAZAN@FARMERSAGENT.COM

Insurer Affording Coverage: ATLANTIC CASUAL INS CO

Coverages:

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<th>Addl/Sbr Insr Wd</th>
<th>Policy Number</th>
<th>Policy Eff Date</th>
<th>Policy Exp Date</th>
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<td>MED EXP (Any one person) $5,000</td>
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<td>Automoblie Liability</td>
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<td></td>
<td>BODILY INJURY (Per accident) $</td>
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Description of Operations / Locations / Vehicles (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CITY OF BROWNSVILLE, TEXAS

Sign Solution
554 Paredes Ave Suite A
BROWNSVILLE, TEXAS 78521

Certificate Holder:
CITY OF BROWNSVILLE
PO BOX 911
BROWNSVILLE, TX 78520

Cancellation:
Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative:

ACORD 25 (2010/05) © 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD.
CERTIFICATE OF INTERESTED PARTIES

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.
   SIGN SOLUTION
   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.
   SNM-46-0820
   REQUEST FOR PROPOSALS FOR AN ON CALL TERM CONTRACT FOR SIGNAGE AND MARQUEE INSTALLATIONS FOR THE CITY OF BROWNSVILLE

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<th>City, State, Country (place of business)</th>
<th>Nature of interest (check applicable)</th>
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5 Check only if there is NO Interested Party.  □

6 UNSWORN DECLARATION

My name is Luz Maria Averill, and my date of birth is 09.10.1966

My address is 554 Paradise Ave., STE A, Brownsville, TX 78521

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

Executed in Cameron County, State of Texas, on the 24 day of June, 2020

YJAIARO LOPEZ
Notary Public, State of Texas
Notary Expires 06-25-2023

Signature of authorized agent of contracting business entity

Forms provided by Texas Ethics Commission
Version V1.1.3a6aaf7d
CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR ON CALL TERM CONTRACT FOR
SIGNAGE AND MARQUEE INSTALLATION FOR THE CITY OF BROWNSVILLE

RFP# SNM-46-0820

This Agreement is entered into as of August 4, 2020 between The City of Brownsville, Texas, collectively hereinafter referred to as (“CITY”) and Signs and More LLC hereinafter referred to as (“CONTRACTOR”).

1. Documents
   a. The following documents (collectively, “Contract Documents”) are hereby incorporated into and made part of this Agreement.
      i. Scope of Services, Conditions and Additional Services (Exhibit A)
      ii. Term of Agreement (Exhibit B)
      iii. Compensation, Fees and Commissions (Exhibit C)
      iv. Insurance (Exhibit D)

2. Scope of Services
   a. Contractor shall perform the Services under this agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
   b. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
   c. By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to “Exhibit A” Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. Independent Contractor; Personnel
   a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor’s employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CITY’s employees, including without limitation worker's compensation, disability insurance, vacation, or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
   b. Contractor represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

4. Term of Agreement.
   a. The initial contract period shall commence on the date of approval of this agreement by the Brownsville City Commission and shall end or be extended upon the terms specified in Contract Documents “Exhibit B”. The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.
5. Compensation

a. Contractor agrees that compensation for services shall be as specified in the Contract Documents “Exhibit C”. It is acknowledged and agreed by Contractor that compensation as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor’s services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Contractor’s obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

b. Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY’s Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Insurance

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

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

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

7. Termination

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

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

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

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

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

i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, CITY may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

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

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

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:  
Signs and More I.L.C  
2108 Central BLVD  
Brownsville, Tx, 78520

If to CITY:  
City of Brownsville  
1001 E. Elizabeth St.  
Brownsville, Texas, 78521

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

h. *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

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

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

CITY OF BROWNSVILLE

Signature: ____________________________
Print Name: ___________________________
Title: ________________________________
Date: ________________________________

CONTRACTOR

Signature: ____________________________
Print Name: Luis E. Montemayor
Title: Owner
Date: 07/20/2020

*Approved as to Form and Legality by*
This 24th day of July, 2020
Title: Office of the Brownsville City Attorney
EXHIBIT “A”

Scope of Services

Signage and Marquee Installations for the City of Brownsville.

Sample services and sample pictures are provided below but should not be considered the full extent of services required. Bidders are not required to be able to perform all types of service but should explain their capabilities of the examples provided below.

- Installation
- Service & repair
- Interior and Exterior Mounted Signs
- Channel Letters
- Screen Printing
- School Name Lettering
- Banner, Wall & Door Wrapping
- LED Signage & Marquees
- Monument Signs and Scoreboards
- Flyers
- Postcards & Mailing
- Etc.
EXHIBIT “B”

The term of this contract agreement consists of a one (1) year base period (Primary Term) that shall commence upon approval by the City Commission and last for the length of one (1) year. The City of Brownsville reserves the option to renew the term of this contract annually for two (2) one (1) year terms each (Secondary Term), 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 period.
EXHIBIT “C”

PRICE SHEET

All pricing may vary depending upon the size and material for requested custom signage.

**3mm Corrugated plastic with full color digital impression $9 per sq. ft.

**Banners: full color with digital impression print $8 per sq. ft.

**Window mesh with digital impression $12 per sq. ft.

**MDO ½ inch with digital impression $14 per sq. ft.

Installation not included

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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
To: Mayor and City Commission
Through: Noel Bernal, City Manager

Date: Tuesday, August 4, 2020
Agenda #: Consideration and ACTION to approve a Special Joint Public City Commission Meeting with the Brownsville Public Utilities Board (BPUB) members on Tuesday, August 11, 2020, at 5 p.m. (City Manager's Office)

Summary:
Special Joint Public City Commission Meeting with the Brownsville Public Utilities Board (BPUB) members on Tuesday, August 11, 2020, at 5 p.m. (City Manager's Department)

Project Scope and Analysis:

Funding:
Source:
Amount:
Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Choose an Option

Attachments:
None
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Ramiro Gonzalez, Director of Government and Community Affairs
Date: Tuesday, August 4, 2020
Agenda #: Consideration and ACTION to award Contract to Ambiotec Engineering for HEC-RAS Modeling of the Rio Grande River and Amigoland Area in the amount of $187,000. (City Manager's Office).

Summary:
The City of Brownsville has been in discussions with the International Boundary and Water Commission (IBWC) regarding the permitting of development south of the established levee or what is commonly known as the Amigoland Area.

Communications with the IBWC dates back to a couple of years, however generally there cannot be development permitted due to a treaty between the United States and Mexico that requires additional reviews of any development within the floodway. This is meant to protect both countries from the deflection of water to either side of the border. Staff has made tremendous strides in negotiating the scope of this study down to the amount presented with this item.

Project Scope and Analysis:
Undertaking this hydraulic study will allow the City of Brownsville and IBWC to understand the effects of existing and future developments South of the Levee and whether any additional development can be allowed in these areas while complying with the Treaty Restrictions.

Funding:
Source: General Fund
Amount: 187,000
Local Contribution if Applicable: 100%

Recommendation:
Staff recommends approval.

Commission Pillar:
Planning, Zoning, and Development Pillar

Attachments:
1. IBWC July 21, 2020 Letter
2. RioGrande_HEC-RAS_Analysis_Propoal_070120_v2
Subject: Hydraulic Modeling Scope of Work (SOW) Prepared by the City of Brownsville
USIBWC Comments

Dear Mr. Gonzalez:

The U.S. Section of the International Boundary and Water Commission (USIBWC) is in receipt of your Scope of Work (SOW) document regarding the proposed one-dimensional (1D) HEC-RAS hydraulic modeling work in the Lower Rio Grande Flood Control Project (LRGFCP) in the Brownsville area. Specifically, the limits of study extend approximately from the intersection of West Alton Gloor Boulevard and Highway 281/Old Military Highway at the upstream end to twenty-eight (28) miles upstream of the Rio Grande’s outfall into the Gulf of Mexico.

We are providing our comments shown in track changes in the attached SOW document. Several edits have been made to clarify the hydraulic models required for the various conditions listed below. These conditions are meant to represent cumulative development within the floodplain.

**Existing Condition** represents the current geometry and land use, including existing buildings on the floodplain.

**Interim Condition 1** includes projects in process before April 6, 2020, when the USIBWC informed the City of more detailed 1D/2D hydraulic modeling requirements for future projects. Projects “in process” are those where, prior to April 6, 2020: (1) documentation with plats or plans and specifications (more than conceptual) have already been submitted to the City; documentation with plans and specifications (more than conceptual) are under review or were approved by the City; or, the project had broken ground for construction.

**Interim Condition 2** includes the proposed projects such as the Riverfront and Amigoland Development projects. These projects also include projects where the City is aware of the project or proposed future development, but only conceptual documents or information have been submitted to the City or no documentation has been submitted to the City.

**Future Condition** includes the anticipated full build out in the floodplain up to the edge of the Restricted Use Zone (RUZ). Future development is based on the City’s land use plan or current knowledge of the full build out anticipated.
As noted in the SOW, the Survey Report and Roughness Coefficient Report and the models at various stages shall be submitted to the USIBWC for review and comment. The hydraulic impacts shall be evaluated for each condition against the S&B (2008) model. The modeling and results shall be documented in reports as described in the SOW. Through this analysis, it shall be determined if the Existing Condition and the Interim Condition 1 stages of development are consistent with Article IV B-I of the 1970 Boundary Treaty. It is possible that there are adverse hydraulic impacts exceeding the USIBWC thresholds with any of these conditions.

Please note that the Interim Condition 2 and Future Condition 1D HEC-RAS models developed through this SOW are just for evaluation purposes. When documentation with plans and specifications (more than conceptual) is submitted to the City for projects that are now in the Interim Condition 2 and Future Condition phases the project proponents shall develop the 1D/2D hydraulic models and evaluate the hydraulic impacts as noted in our letter dated April 6, 2020.

If you have any questions regarding this process, please call me at (915) 832-4703, or have your designated engineer contact Dr. Apurba Borah, Lead Hydraulic Engineer in the Engineering Services Division, at (915) 832-4710 or via email at Apurba.Borah@ibwc.gov.

Sincerely,

Wayne Belzer
Acting Principal Engineer

Attachment:
As Stated
Project Scope and Budget Based on Revised IBWC Directive

The scope described below is a reduced scope option of the hydraulic modeling requirements provided to the City of Brownsville to simulate the impacts of the Existing, Interim and Future development conditions along a reach of the Rio Grande in the Brownsville area on the hydraulic capacity of the Rio Grande. The design flood of the International Boundary and Water Commission (IBWC) in this reach of the Rio Grande is 20,000 cfs. The purpose of the study is to develop georeferenced HEC-RAS hydraulic models and evaluate the hydraulic impacts for the various development conditions. These hydraulic impacts are evaluated against the S&B (2008) HEC-RAS model to assure that the development is consistent with the Article IV B-1 of the 1970 Boundary Treaty.

The following georeferenced one-dimensional (1D) steady state HEC-RAS hydraulic models shall be developed and analyzed for hydraulic impacts:

The **Existing Condition** Model represents the current geometry and land use, including existing buildings on the floodplain.

The **Interim Condition 1** Model includes projects in process before April 6, 2020, when the USIBWC informed the City of more detailed 1D/2D hydraulic modeling requirements for future projects. Projects “in process” are those where, prior to April 6, 2020: (1) documentation with plans and specifications (more than conceptual) have already been submitted to the City; documentation with plats or plans and specifications (more than conceptual) are under review or were approved by the City; or, the project had broken ground for construction.

The **Interim Condition 2** Model includes the proposed projects such as the Riverfront and Amigoland Development projects. These projects also include projects where the City is aware of the project or proposed future development, but only conceptual documents or information have been submitted to the City or no documentation has been submitted to the City.

The **Future Conditions Model** includes the anticipated full build out in the floodplain up to the edge of the Restricted Use Zone (RUZ). Future development is based on the City’s land use plan or current knowledge of the full build out anticipated. For the future developments, the City of Brownsville shall be consulted to determine the extent of the anticipated build out.

Riverfront and Amigoland Development projects on the hydraulic capacity of the Rio Grande... The scope is based off of correspondence between the City and the U.S. Section of the International Boundary and Water Commission (USIBWC) and presents a mutually agreed upon, more feasible path forward for adequately simulating the impacts of the existing and proposed development proposed Amigoland project on the hydraulic capacity of the Rio Grande and compliance with the 1970 Boundary Treaty.

**Task 1. GIS Data Collection, Processing, and Cross-Section Delineation ($22,800)**

Ambiotec shall collect relevant GIS datasets to support the development of an updated HEC-RAS model from the approximate nearby intersection of West Alton Gloor Blvd. and Hwy 281/Old Military Hwy in Brownsville at the upstream end to the outfall of the current HEC-RAS model located approximately 28...
river miles upstream of the Rio Grande’s outfall into the Gulf of Mexico (approximately 35 total river miles). Data sets include LIDAR-derived topographic data, aerial photography, and land use datasets. Specific sub-tasks are described below:

- **Task 1a.** Collect and compile LIDAR panels from the best available source which may include either 2018 South Texas LIDAR data available from Texas Natural Resources Information System (TNRIS) or data available from FEMA, to create a digital elevation model (DEM). Both of these data sources will be investigated and the best available data will be selected for use in model development.

- **Task 1b.** Cut cross-sections (from the LIDAR data) over the approximately 21-mile river stretch from the described upstream location to the existing HEC-RAS outfall at a maximum interval of every 500-ft. Where these locations fail close to the S&B (2008) model cross sections, the cross sections shall be cut at the location of those in the SB (2008) model. This will help in the calculation of hydraulic impacts at cross section locations common to both models.

- **Task 1c.** Compile aerial photography and land use data to update runoff roughness coefficients in the RAS model.

- **Task 1d.** Create a HEC-RAS input file with LIDAR-derived cross-sections and updated land use data.

**Task 2. Surveying and Collection of Field Data ($99,400)**

Ambiotec shall collect surveyed cross-section data over approximately 21 river miles to verify LIDAR data and support the development of an updated HEC-RAS model. Data shall be based on NAD83 and NAVD88 horizontal and vertical datum, respectively and a survey report shall be prepared and submitted to the USIBWC for review by both the U.S. and Mexican Sections. Data will be collected from the Mexican side riverbank (intersection of water surface with the land) and extend across the river to the U.S. side levee where feasible. Extensive distances and dense brush may prevent survey crews from collecting data all the way to the U.S. side levee. In those situations, data will be collected to a point as close to the levee as feasible, and LIDAR data will be used along the remainder of the cross-section. Survey data will not be collected on the Mexican side beyond the riverbank. LIDAR data will be used exclusively on the Mexican side up to the levee. Specific sub-tasks are described below:

- **Task 2a.** Collection of cross-section topographic data of approximately 46 cross-sections over the proposed 21 river mile stretch with additional cross-sections at approximately 100-ft and 400-ft upstream and downstream of all bridge crossings (~cross-sections). Cross sections adjacent to the project area will be collected every 1,000-ft (approximately) with a roughly 1-mile spacing used along the remaining 21 mile reach. Survey cross sections shall be measured at the locations where there are buildings on the floodplain to characterize the geometry at these locations.

- **Task 2b.** Processing of collected field data for input into HEC-RAS model.

- **Task 2c.** Preparation of Surveying Report for submittal to the USIBWC.
Task 3. **Existing Condition Model:** Update of 2008 One-Dimensional HEC-RAS Model from Upstream Location near the intersection of Alton Gloor Blvd. and Old Military Hwy in Brownsville to agreed upon downstream location approximately 21 river miles downstream ($17,600)

Ambitoc shall prepare an updated model, following the general guidelines of the 2008 HEC-RAS model supplied by the USIBWC, based on data collected under tasks 1 & 2. The updated, one-dimensional model will include topography data collected in tasks 1a and 2a, along with current land use data. The land use information on both the U.S. and Mexico sides shall be used for selecting the roughness coefficients. The model will then be run with steady flow data based on the 2008 model. The results shall be evaluated and compared with 2008 modeling results. Specific sub-tasks are described below:

- Task 3a. Import LIDAR-derived cross-sections with updated land use data into HEC-RAS
- Task 3b. Verify LIDAR cross-sections with geo-referenced field data and adjust as necessary
- Task 3c. Enter bridge/structure data from the 2008 model into the updated model. Also include new bridge/structure built after 2008 into the updated model.
- Task 3d. Run revised one-dimensional, steady-state model, addressing any model errors or information gaps and evaluate results. The hydraulic impact shall be evaluated against the S&B (2008) model using the procedures described by the USIBWC.

Task 4. **Interim Condition 1, Interim Condition 2 and Future Condition Models.** Using the definitions of these conditions as described above, mModel the recent projects (Interim 1 Condition), Amigoland and Riverfront Development Projects (Interim Condition 2) in Updated HEC-RAS Model and model full build out (Future Condition) Full Development Scenarios ($30,700)

- Task 4a. Include projects before April 6, 2020 in the Existing Condition model and develop the Interim Condition 1 model. Run the model.
- Task 4ba. Obtain and review plans or current knowledge of the possible extents for Amigoland and Riverfront Development Projects. Include these projects and develop the Interim Condition 2 model. Run the model.
- Task 4b. Add proposed development conditions to model and run model for both the Amigoland Development and the Riverfront Development Projects combined.
- Task 4c. Using the City of Brownsville future land use plan or knowledge of future build out, develop the Future Condition model to reflect model full development conditions within the floodplain up to the RUZ in both countries.
- Task 4d. Analyze model outputs from the three different scenarios including the 2008 model, updated existing condition model, model with Amigoland development, model with Amigoland and Riverfront development, and full development conditions. Use the template spreadsheets provided by USIBWC to assess the hydraulic impacts from each of the four models - the proposed and future conditions on the floodway of the Existing Condition, Interim Condition 1, Interim Condition 2 and Future Condition - against the S&B (2008) hydraulic model.
Task 5. Preparation of Submittals to IBWC, Project Coordination, and Final Report ($16,500)

- Task 5a. Preparation of land use report – Ambiotec shall submit a brief summary report of land use data and corresponding roughness coefficients to be incorporated into the model for USIBWC approval. The Roughness Coefficient Report and Survey Report shall be submitted for USIBWC review. The Roughness Coefficient Report shall include representative photos of the areas with post 2008 development and the Amigoland and Riverfront areas. The photos shall have a description of the location and direction of view.

- Task 5b. Preparation of 60% Submittal – Ambiotec shall submit the digital hydraulic HEC-RAS models and a summary report to USIBWC for review at the approximately 60% project task completion point.

- Task 5c. Preparation of 90% Submittal – Ambiotec shall submit the digital hydraulic HEC-RAS models and a summary report including how comments were addressed after the 60% review and submit to USIBWC at the approximately 90% project completion point.

- Task 5d. Preparation of Draft Final Report – Ambiotec shall submit the digital hydraulic HEC-RAS models and a Draft Final Report to USIBWC at the substantial completion point of project tasks and after addressing comments from the 90% submittal.

- Task 5e. Preparation of Final Report – Based on comments received after the review of the Draft Final Report, Ambiotec shall address all comments and finalize the report. A hard copy of the final report and a DVD containing digital copies of all reports and hydraulic models with a Readme file describing the models shall be submitted to USIBWC. The DVD shall also include representative photos of the modeled reach.

- Task 5f. Project Management and Coordination – Ambiotec shall work to regularly coordinate with both US-IBWC and the City, as necessary, to ensure the final developed model is done in accordance with USIBWC standards.

Total Project Cost: $187,000
July 01, 2020

Mr. Ramiro Gonzalez  
Government Affairs Liaison  
City of Brownsville  
1001 E. Elizabeth St.  
Brownsville, TX. 78520


Dear Mr. Gonzalez,

Ambiotec Civil Engineering Group, Inc. (Ambiotec) is pleased to submit this proposal for Phase II services to the City of Brownsville (Owner) for the referenced project. The Project scope, schedule, compensation, and Owner’s responsibilities are presented below.

SECTION A. SCOPE OF SERVICES

A.1 Basic Services

Ambiotec recently completed Phase I of this project which consisted of assessing IBWC requirements for developing a HEC-RAS model for the Rio-Grande River adjacent to the Amigoland Development Project and potential future development projects.

Ambiotec successfully coordinated with IBWC and negotiated down the scope of required work by an estimated factor of approximately $0.5 M. The scope laid out in this Phase II proposal is to complete the HEC-RAS model development and analysis work as agreed upon with the IBWC. The model development and analysis are required to proceed with the development project within the Amigoland area adjacent to the River and within the floodway.

Phase I – Evaluate Options for Obtaining Approval from the IBWC for Development Projects

Phase I complete.
Phase II – Perform Proposed Actions Resulting from the Completion of Phase I

The scope described below is a reduced scope option of the hydraulic modeling requirements provided to the City of Brownsville to simulate the impacts of the Existing, Interim, and Future development conditions along a reach of the Rio Grande in the Brownsville area on the hydraulic capacity of the Rio Grande. The design flood of the International Boundary and Water Commission (IBWC) in this reach of the Rio Grande is 20,000 cfs. The purpose of the study is to develop georeferenced HEC-RAS hydraulic models and evaluate the hydraulic impacts for the various development conditions. These hydraulic impacts will be evaluated against the S&B (2008) HEC-RAS model to assure that the development is consistent with the Article IV B-1 of the 1970 Boundary Treaty.

The following georeferenced one-dimensional (1D) steady state HEC-RAS hydraulic models shall be developed and analyzed for hydraulic impacts:

1. The **Existing Condition Model** represents the current geometry and land use, including existing buildings on the floodplain.
2. The **Interim Condition 1 Model** includes projects in process before April 6, 2020, when the USIBWC informed the City of more detailed 1D/2D hydraulic modeling requirements for future projects. Projects “in process” are those where, prior to April 6, 2020:
   a. Documentation with plans and specifications (more than conceptual) have already been submitted to the City;
   b. documentation with plats or plans and specifications (more than conceptual) are under review or were approved by the City; or,
   c. the project had broken ground for construction.
3. The **Interim Condition 2 Model** includes the proposed projects such as the Riverfront and Amigoland Development projects. This also includes projects where the City is aware of proposed future development, but only conceptual documents or information have been submitted to the City or no documentation has been submitted to the City.
4. The **Future Condition Model** includes the anticipated full build out in the floodplain up to the edge of the Restricted Use Zone (RUZ). Future development is based on the City’s land use plan or current knowledge of the full build out anticipated. For the future developments, the City of Brownsville shall be consulted to determine the extent of the anticipated build out.

The scope is based off of correspondence between the City and the U.S. Section of the International Boundary and Water Commission (USIBWC) and presents a mutually agreed upon, more feasible path forward for adequately simulating the impacts of the existing and proposed development on the hydraulic capacity of the Rio Grande and compliance with the 1970 Boundary Treaty.

**Task 1. GIS Data Collection, Processing, and Cross-Section Delineation**

Ambiotec shall collect relevant GIS datasets to support the development of an updated HEC-RAS model from the approximate nearby intersection of West Alton Gloor Blvd. and Hwy 281/Old Military Hwy in
Brownsville at the upstream end (lat/long: 25°56′13.68″N / 97°33′21.99″W) to the agreed upon downstream location approximately 21 river miles downstream (lat/long: 25°50′25.44″N / 97°25′25.30″W). Data sets include LiDAR-derived topographic data, aerial photography, and landuse datasets. Specific sub-tasks are described below:

- **Task 1a.** Collect and compile LiDAR panels from the best available source which may include either 2018 South Texas LiDAR data available from Texas Natural Resources Information System (TNRIS) or data available from FEMA, to create a digital elevation model (DEM). Both of these data sources will be investigated and the best available data will be selected for use in model development.

- **Task 1b.** Cut cross-sections (from the LiDAR data) over the approximately 21-mile river stretch from the described upstream location to the existing HEC-RAS outfall at a maximum interval of every 500-ft. Where these locations fall close to the S&B (2008) model cross sections, an attempt will be made to cut cross sections at the approximate location of those from the 2008 model, where possible, and that it is understood that small differences in cross-section profiles could result in differences in computed water surface elevations relative to that of the S&B (2008) model that do not necessarily indicate a negative project impact.

- **Task 1c.** Compile aerial photography and landuse data to update roughness coefficients in the RAS model.

- **Task 1d.** Create a HEC-RAS input file with LiDAR-derived cross-sections and updated landuse data.

**Task 2. Surveying and Collection of Field Data**

Ambiotec shall collect surveyed cross-section data over approximately 21 river miles to verify LiDAR data and support the development of an updated HEC-RAS model. Data shall be based on NAD83 and NAVD88 horizontal and vertical datum, respectively and a Survey Report shall be prepared and submitted to the USIBWC for review. Data will be collected from the Mexican side riverbank (intersection of water surface with the land) and extend across the river to the U.S. side levee where feasible. Extensive distances and dense brush may prevent survey crews from collecting data all the way to the U.S. side levee. In those situations, data will be collected to a point as close to the levee as feasible, and LiDAR data will be used along the remainder of the cross-section. Survey data will not be collected on the Mexican side beyond the riverbank. LiDAR data will be used exclusively on the Mexican side up to the levee. Specific sub-tasks are described below:

- **Task 2a.** Collection of cross-section topographic data of approximately 46 cross-sections over the proposed 21 river mile stretch with additional cross-sections at approximately 100-ft and 400-ft upstream and downstream of all bridge crossings (~cross-sections). Cross sections adjacent to the project area will be collected every 1,000-ft (approximately) with a roughly 1-mile spacing used along the remaining 21 mile reach. Survey cross sections shall be measured at the locations where there are buildings on the floodplain to characterize the geometry at these locations.
• Task 2b. Processing of collected field data for input into HEC-RAS model
• Task 2c. Preparation of Survey Report for submittal to the USIBWC

Task 3. Existing Condition Model: Update of 2008 One-Dimensional HEC-RAS Model from Upstream Location near the intersection of Alton Gloor Blvd. and Old Military Hwy in Brownsville to agreed upon downstream location approximately 21 river miles downstream

Ambiotec shall prepare an updated model, following the general guidelines of the 2008 HEC-RAS model supplied by the IBWC, based on data collected under tasks 1 & 2. The updated, one-dimensional model will include topography data collected in tasks 1a and 2a, along with current landuse data. The land use information on both the U.S. and Mexico sides shall be used for selecting the roughness coefficients. The model will then be run with steady flow data based on the 2008 model. The results shall be evaluated and compared with 2008 modeling results. Specific sub-tasks are described below:

• Task 3a. Import LIDAR-derived cross-sections with updated landuse data into HEC-RAS
• Task 3b. Verify LIDAR cross-sections with geo-referenced field data and adjust as necessary
• Task 3c. Enter bridge/structure data from the 2008 model into the updated model. Also include new bridge/structure built after 2008 into the updated model.
• Task 3d. Run revised one-dimensional, steady-state model, addressing any model errors or information gaps and evaluate results. The hydraulic impact shall be evaluated against the S&B (2008) model using the procedures described by the USIBWC.

Task 4. Interim Condition 1, Interim Condition 2, and Future Condition Models. Using the definitions of these conditions as described above, model the preceding projects (Interim 1 Condition), Amigoland and Riverfront Development Projects (Interim Condition 2), and full build out (Future Condition) Scenarios.

• Task 4a. Include projects before April 6, 2020 in the Existing Condition model and develop the Interim Condition 1 model. Run the model.
• Task 4b. Obtain and review plans or current knowledge of the possible extents for Amigoland and Riverfront Development Projects. Include these projects and develop the Interim Condition 2 model. Run the model.
• Task 4c. Using the City of Brownsville future land use plan or knowledge of future build out, develop the Future Condition model to reflect full development within the floodplain up to the RUZ in both countries.
• Task 4d. Analyze model outputs from the three different scenarios versus the 2008 model. Use the template spreadsheets provided by USIBWC to assess the hydraulic impacts from each of the four models (Existing Condition, Interim Condition 1, Interim Condition 2, and Future Condition) against the S&B (2008) hydraulic model.

Task 5. Preparation of Submittals to IBWC, Project Coordination, and Final Report
Mr. Ramiro Gonzalez  
COB Rio Grande Modeling – Phase II  
July 1, 2020  
Page 5 of 8

• Task 5a. Preparation of landuse report – Ambiotec shall submit a brief summary report of landuse data and corresponding roughness coefficients to be incorporated into the model. The Roughness Coefficient Report shall include representative photos of the areas with post 2008 development and the Amigoland and Riverfront areas. The photos shall have a description of the location and direction of view.

• Task 5b. Preparation of 60% Submittal – Ambiotec shall submit the digital hydraulic HEC-RAS models and a summary report to USIBWC for review at the approximately 60% project task completion point

• Task 5c. Preparation of 90% Submittal – Ambiotec shall submit the digital hydraulic HEC-RAS models and a summary report including how comments were addressed after the 60% review and submit to USIBWC at the approximately 90% project completion point

• Task 5d. Preparation of Draft Final Report – Ambiotec shall submit the digital hydraulic HEC-RAS models and a Draft Final Report to USIBWC at the substantial completion point of project tasks and after addressing comments from the 90% submittal

• Task 5e. Preparation of Final Report – Based on comments received after the review of the Draft Final Report, Ambiotec shall address all comments and finalize the report. A hard copy of the final report and a DVD containing digital copies of all reports and hydraulic models with a Readme file describing the models shall be submitted to USIBWC. The DVD shall also include representative photos of the modeled reach.

• Task 5f. Project Management and Coordination – Ambiotec shall work to regularly coordinate with both USIBWC and the City, as necessary, to ensure the final developed model is done in accordance with USIBWC standards

A.2 Additional Services

Unless specifically included under Basic Services, any other services, if required, are considered additional to the project scope. Ambiotec shall furnish these services only after receiving from Owner written approval of compensations and authorization to proceed. The payment for these services shall be determined as described in the Section C (Compensation) below.

A.3 Submittals/Deliverables

Ambiotec shall provide the following submittals/deliverables to Owner:

1. Survey Report
2. Landuse Report
3. 60% Summary Report
4. 90% Summary Report
5. Draft Final Report
6. Final Report
SECTION B. SCHEDULE

Ambiotec shall endeavor to perform the services and deliver the related documents outlined in Section A (Scope of Services) within 6 months of being given notice to proceed. The schedule is contingent on receiving timely data requests from the City and IBWC and coordination of meeting times with the City and IBWC. As such, the schedule is an approximation and subject to change.

SECTION C. COMPENSATION

C.1 Compensation for Basic Services

Ambiotec proposes to carry out the services described in Section A for Phase II on a time and materials basis for a lump sum amount of $187,000. However, in the event of unforeseen circumstances that require additional effort and budget, Ambiotec will notify the COB of any potential change in scope, budget and schedule prior to performing additional services. A breakdown of the budget by Task is provided below.

Phase I Budget - Complete

Phase II Budget

<table>
<thead>
<tr>
<th>Task</th>
<th>Brief Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GIS Data Collection, Processing, and Cross-Section Delineation</td>
<td>$22,800</td>
</tr>
<tr>
<td>2</td>
<td>Surveying and Collection of Field Data</td>
<td>$99,400</td>
</tr>
<tr>
<td>3</td>
<td>Update of 2008 1D Model for approx.. 21 river mile stretch</td>
<td>$17,600</td>
</tr>
<tr>
<td>4</td>
<td>Model the Amigoland Development Project in Updated HEC-RAS Model and model interim and full development scenarios</td>
<td>$30,700</td>
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<tr>
<td>5</td>
<td>Preparation of Submittals to IBWC, Project Coordination, and Final Report</td>
<td>$16,500</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>Total for Phase II included in this proposal</td>
<td><strong>$187,000</strong></td>
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</table>

C.2 Compensation for Additional Services

Compensation for additional services shall be based on the labor and material rates listed in Appendix 1.

C.3 Payment Conditions

Ambiotec shall invoice Owner monthly for Services rendered. All invoices shall be due and payable upon receipt. Owner shall give prompt written notice of any disputed amount and shall pay the remaining
amount. Invoice amounts not paid within thirty (30) days after receipt shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.

SECTION D. OWNER’S RESPONSIBILITIES

The Owner shall be responsible for providing the following items:

1. The City of Brownsville will provide plans, including proposed elevations, of the Amigoland Development Project and other known projects in the area
2. Timely review and response on any interim deliverables or questions that arise throughout the course of the scope.

We appreciate the opportunity to submit this proposal. We look forward to working with the City of Brownsville on Phase II of this important project.

Please do not hesitate to contact me at (956) 548-9333 if you have any questions or need any additional information.

Sincerely,

AMBIOTEC CIVIL ENGINEERING GROUP, INC.

Vicente Mendez, P.E., R.P.L.S
Principal
APPENDIX 1 – LABOR AND MATERIAL RATES (Effective from 1/1/20 to 12/31/20)

The labor and material rates will be adjusted annually to reflect equitable changes in the compensation payable to Ambiotec.

**Labor Rates:**

<table>
<thead>
<tr>
<th>Staff Level</th>
<th>Hourly Labor Rate</th>
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<tbody>
<tr>
<td>Principal-In-Charge</td>
<td>$ 250/hr</td>
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<tr>
<td>Project Manager/Principal Engineer</td>
<td>$ 200/hr</td>
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<td>Senior Engineer</td>
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<tr>
<td>Project Engineer</td>
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<td>RPLS</td>
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<td>Senior Designer</td>
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<td>Survey Crew</td>
<td>$ 175/hr</td>
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<tr>
<td>Survey Crew with GPS</td>
<td>$ 250/hr</td>
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<tr>
<td>Drafting /Surveying Technician</td>
<td>$ 95/hr</td>
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<tr>
<td>Construction Inspector</td>
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<tr>
<td>Sr. Environmental Scientist</td>
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<tr>
<td>Environmental Scientist</td>
<td>$ 135/hr</td>
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<tr>
<td>Administrative Support Staff</td>
<td>$ 65/hr</td>
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</tbody>
</table>
To: Mayor and City Commission  
Through: Noel Bernal, City Manager  
From: Rick Vasquez, Planning & Redevelopment Director  
Date: Tuesday, August 4, 2020  
Agenda #: Consideration and ACTION on Resolution Number 2020-074, to appoint or reappoint members to the Building and Standards Commission. (Planning and Redevelopment Department)

**Summary:**
The Building and Standards Commission is made up of 5 regular members and 2 alternate members. Currently, there is 1 regular member position available.

**Project Scope and Analysis:**
The Building and Standards Commission is a quasi-judicial board that hears cases concerning alleged violations of the International Property Maintenance Code and COB adopted codes and Ordinances regarding Chapter 18 – Building and Building Regulations.

The Building and Standards Commission may order to vacate, relocate occupants, repair, demolish, or secure the premises in question; and may assess civil penalties.

**Funding:**
- **Source:**  
- **Amount:**  
- **Local Contribution if Applicable:**

**Recommendation:**
Not Applicable.

**Commission Pillar:**
Governance Pillar

**Attachments:**
1. BSC Board Template  
2. RESOLUTION NUMBER 2020-074- Building and Standards Commission  
3. Resolution 2020-074 (stamped and signed)
### Present Board Members

<table>
<thead>
<tr>
<th>Present Board Members</th>
<th>Residing District</th>
<th>Term</th>
<th>Appointed</th>
<th>Expires</th>
<th>Eligible for Re-Appt (Y/N)</th>
<th>Willing to Serve (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
<th>Serving on Other City Boards</th>
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<td>Olga E. Gonzalez</td>
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<tr>
<td>David Diaz (alternate)</td>
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<td>3/19/2021</td>
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### Applications on File - Prospective Board Members - Cannot Serve on More Than 1 Board

<table>
<thead>
<tr>
<th>Applicants</th>
<th>Residing District</th>
<th>Serving on Other City Boards</th>
<th>Eligible for Re-Appt (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
<th>Areas of Interest</th>
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<tbody>
<tr>
<td>Carlos Guerrero</td>
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<tr>
<td>Jorge Castillo</td>
<td>4</td>
<td></td>
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<td>Housing, parks beautification, and airport.</td>
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<td>Rogelio Hernandez</td>
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<td>Juan Pequeno</td>
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<tr>
<td>Jose Trevino</td>
<td>2</td>
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</table>
RESOLUTION NUMBER 2020-074

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BROWNSVILLE BUILDING AND STANDARDS COMMISSION.

WHEREAS, the Brownsville City Charter established Chapter 18.- Building and Building Regulations, Article V.- Unsafe, Dilapidated Buildings and Structures, Division 2.- Building and Standards Commission in 1990; and

WHEREAS, The Building and Standards Commission is a quasi-judicial board that hears cases concerning alleged violations of the International Property Maintenance Code and COB adopted codes and Ordinances regarding Chapter 18 – Building and Building Regulations; and

WHEREAS, each Board member shall be appointed by the City Commission, and shall serve a two (2) year term 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 Board of Adjustment.

<table>
<thead>
<tr>
<th>NAME</th>
<th>EXPIRED/UN-EXPIRED</th>
<th>TERM ENDING</th>
</tr>
</thead>
</table>

PASSED and APPROVED on this ____________ day of ____________________ 2020.

City of Brownsville

____________________________
Trey Mendez
Mayor

ATTEST:

____________________________
Griselda Rosas
Interim City Secretary
RESOLUTION NUMBER 2020-074

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BROWNSVILLE BUILDING AND STANDARDS COMMISSION.

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</tr>
</thead>
</table>

PASSED and APPROVED on this __________ day of ______________________ 2020.

City of Brownsville

______________________________
Trey Mendez
Mayor

ATTEST:

______________________________
Griselda Rosas
Interim City Secretary

*Approved as to Form and Legality
This 2nd day of July 2020
Title
Office of the Brownsville City Attorney*