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

Rose M.Z. Gowen, M.D., Commissioner At-large "B"
Linda C. Macias, Commissioner District 2
Pedro Cardenas, Commissioner District 4

John Cowen, Jr, Mayor

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

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City Commission of the City of Brownsville, Texas, in accordance with Article V, Section 12, of the Charter of said City, will convene a **Regular Meeting** on **October 03, 2023,** at **5:00 p.m.,** in the City Commission Chambers, located on the Second Floor of the Brownsville City Hall - Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, 78520.

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

Members of the public, employees, and the City Commission may join via the Webex Teleconference Meeting by logging on at:
https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=mb65b574c6383c0f049085c46990d1c9d
Password: commission (26664774 from video systems)

Join by video system
Dial 25403573837@brownsvilletx.webex.com
You can also dial 173.243.2.68 and enter your meeting number.

Join by phone
1-844-621-3956 United States Toll Free
+1-650-479-3208 United States Toll
Access code: 254 035 73837

This Notice and Meeting Agenda are posted online at: https://brownsvilletx.gov/129/Agendas-Minutes

Members of the public who submitted a "Public Comment Form" will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting. A recording of the meeting will be made and will be available to the public in accordance with the Open Meetings Act.

At any time during the course of the posted meeting, the Brownsville City Commission may retire into Executive Session under Texas Government Code 551.071 to confer with legal counsel on any subject matter on this agenda in which the duty of the attorney to the City Commission under Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code. Further, at any time during this meeting, the City Commission may retire to deliberate on any subject slated for discussion at this meeting, as may be permitted under one or more exceptions to the Texas Open Meetings Act set forth in Title 5, Subtitle A, Chapter 551, Subchapter D of the Texas Government Code.

CALL TO ORDER

- **a)** ROLL CALL
- **b)** INVOCATION

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

PROCLAMATION(S)

Recognizing Municipal Court Week 2023 (Municipal Court) (Commissioner T. Villarreal / Commissioner B. L. Martinez)

Recognizing Head Start Awareness Month (Mayor J. Cowen, Jr. / Commissioner B. L. Martinez)

PUBLIC COMMENT PERIOD

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

PRESENTATION(S)

88th Legislative Session Recap (Intergovernmental Relations/City Manager's Office)

After-Hours Establishments Presentation (Police Department)

Update on Fiscal Year 2024 Unified Transportation Program (UTP) (Rio Grande Valley Metropolitan Planning Organization RGVMPO)

CONSENT AGENDA ITEM(S)

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

1) Approval of the Minutes:

a) Minutes of September 19, 2023, City Commission Regular Meeting

2) Consideration and **ACTION** on **Resolution Number 2023-118** to adopt new remote, short and long-term parking rates for Brownsville South Padre Island International Airport (Airport Department)

3) Consideration and **ACTION** for the execution of a contract with Public Consulting Group LLC for reimbursement services pertaining to the Ambulance Services Supplemental Payment program (ASSPP). #ASC-118-0823. (Fire Department)

4) Consideration and **ACTON** for the City of Brownsville to renew the contract with the Town of Rancho Viejo to furnish Fire Services. (Fire Department)

5) Consideration and **ACTION** to reimburse the Brownsville Public Utilities Board (BPUB) for the Wastewater Improvement Project related the Cannery Public Market Project in the amount of $248,658.85, as budgeted. (Internal Services Department)

6) Consideration and **ACTION** to accept FAA Grant 3-48-059-2023 for the Aircraft Rescue and Firefighting (ARFF) Vehicle Acquisition and Runway 13-31 Preservation projects in the amount of $1,405,716. (Airport Department)

7) Consideration and **ACTION** to award a subcontract agreement to Raba Kistner, Inc., for Environmental Information Document (EID) for the Culverts and Drainage Improvement Project at Various Locations throughout the City of Brownsville's Resacas, Brownsville, Cameron County, Texas. Funded by the Texas Water Development Board (TWDB) in the amount of $74,842.52 (#010-24-EPW). (Engineering & Public Works Department)

8) Consideration and **ACTION** to award a term contract for multifunction copier service to the City of Brownsville Police Department in the amount of $34,988.64, as budgeted. (Brownsville Police Department)

9) **APPROVA**L on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-020**, to rezone from Residential Transition (R-3) and Light Industrial (LI) to Commercial Corridor (CC) to allow a commercial plaza and multi-family development for Lots 2 and 3, Block 2, Dana Eight-O-Two Subdivision, Section 2, Cameron County, Texas, located at 3271 Ruben M. Torres, Brownsville, Texas 78526, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

10) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-021-S**, to request a Specific Use Permit to allow a freight terminal in Agricultural (AG) zoning designation for 6.8 acres out of Lot 4, Block "A", Barreda Gardens Subdivision, Cameron County, Texas, located at 554 Runnels Road, Olmito, Texas 78575, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

11) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-022-S**, to request a Specific Use Permit to allow a used car lot in a Traditional Neighborhood-Corridor (TN-C) zoning designation for Lots 6, 7, 22, & 23, Block 64, Harden's Addition to the City of Brownsville, Cameron County, Texas, located at 1236 South Expressway, Brownsville, Texas 78520, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

12) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-023**, to rezone from Agricultural (AG) to Residential Transition (R-3) and Commercial Corridor (CC) to allow a multi-family development and commercial plaza for 18.62 acres out of El Jardin Resubdivision, Lots 17 to 32, Block 116, Share 29, Espiritu Santo Grant, Cameron County, Texas, located on FM 511, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

13) **APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-025**, to rezone from Residential Suburban (R-2) to Commercial Corridor (CC) to allow a general retail store for Lots 1, 2, & 3, Block 1, Palmetto Grove Subdivision, Cameron County, Texas, located at 7954 Southmost Road, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

14) Consideration and **ACTION** to **RESCIND** an award of a contract, WDI-37-0123, with Mor-Wil LLC in the amount of $1,399,405.03 for the West Brownsville Drainage Improvement Projects. (Engineering & Public Works Department)

15) Consideration and **ACTION** to approve a cooperative purchase from SHI Government Solutions, Inc. to strengthen our Cyber Defense with CrowdStrike for three years in the amount of Year 1: $288,453.50; Year 2: $266,151.90; Year 3: $266,151.90, #702-241-776, as budgeted. (Enterprise Applications Department)

PUBLIC HEARING(S)

1) Public Hearing and **ACTION** on **Ordinance Number 2023-1582-A**, supplementing and amending Ordinance Number 2013-1582 relating to the issuance of the City of Brownsville, Texas Utilities System Commercial Paper Notes, Series A; authorizing replacement of the dealer for such notes, including execution and delivery of a dealer agreement, and approving an offering memorandum in connection therewith; and resolving other matters related thereto. (Brownsville Public Utilities Board BPUB)

2) Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-024**, to rezone from Agricultural (AG) to Residential Single-Family (R-1) to allow a single-family development for a 32.43-acre tract consisting of 32.41 acres out of Block 9, J.C. Bennett Subdivision; and 0.02 acres being all out of Reserve #1, Abelardo Estates Subdivision, Cameron County, Texas, located at Abrego Road, Brownsville, Texas 78520, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) Consideration and **ACTION** on **Resolution Number 2023-115** to adopt BTX Mobility Plan to help guide efficient, safe, and effective transportation for the health, safety, and welfare of the City of Brownsville. (Multimodal Transportation).

2) Consideration and **ACTION** on **Resolution Number 2023-120**, adopting procedures for review of Billboard applications. (Planning & Redevelopment Department)

EXECUTIVE SESSION

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

2) Closed session pursuant to Tex. Gov't Code Sections 551.071 (Consultation with Attorney, including discussion of anticipated or pending litigation) regarding the Death Star Bill (HB 2127) and ETJ OPT-OUT BILL (SB 2038) (Office of the City Attorney)

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

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

1) Consideration and **ACTION**, if any, related to Project First. (Office of the City Attorney/Office of the City Manager)

2) Consideration and **ACTION**, if any, related to Death Star Bill (HB 2127) and ETJ OPT-OUT BILL (SB 2038) (Office of the City Attorney)

ADJOURNMENT

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

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

I certify that a copy of the **October 3, 2023,** Agenda of items to be considered by the Brownsville City Commission was posted on the Bulletin Area at City Hall – Federal Building, on September 29, 2023. I further certify that the Agenda was posted on the City's website and can be downloaded by accessing: https://brownsvilletx.gov/129/Agendas-Minutes



Yolanda Galarza-Gomez, TRMC, City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, October 3, 2023
Agenda #:	Recognizing Municipal Court Week 2023 (Municipal Court) (Commissioner T. Villarreal / Commissioner B. L. Martinez)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Rogelio Chanes, Intergovernmental Relations Manager
Date:	Tuesday, October 3, 2023
Agenda #:	88th Legislative Session Recap (Intergovernmental Relations/City Manager's Office)

Summary:
Summarize the 88th Texas Legislative Session with Louann Martinez or Rogelio Chanes

Project Scope and Analysis:
Recaps the bills passed in the 88th Regular and Special Sessions.

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:
None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, October 3, 2023
Agenda #:	After-Hours Establishments Presentation (Police Department)

Summary:
The Brownsville Police Department is requesting an ordinance that would regulate after-hours establishments that operate as a Bring Your Own Beverage Premise.

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:
None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, October 3, 2023
Agenda #:	Update on Fiscal Year 2024 Unified Transportation Program (UTP) (Rio Grande Valley Metropolitan Planning Organization RGVMPO)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Yolanda Galarza, City Secretary
Date:	Tuesday, October 3, 2023
Agenda #:	Minutes of September 19, 2023, City Commission Regular Meeting

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

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

Funding:

Source:
Amount:
Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Governance Pillar

Attachments:
1. Draft M-09-19-2023

THE STATE OF TEXAS §
CITY OF BROWNSVILLE§
COUNTY OF CAMERON §

MINUTES of a **Regular Meeting** of the City Commission of the City of Brownsville, Texas, held on **Tuesday, September 19, 2023,** at **5:00 P.M.** at the **City Commission Chambers,** located at **1001 East Elizabeth Street** and **via Webex Teleconference Meeting by logging on at:**

https://brownsvilletx.webex.com/brownsvilletx/j.php?MTID=m7bddd1d1e1d88725d8180ea8a71bc15a

The following members were present:

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

CALL TO ORDER

a) ROLL CALL

A quorum being present, Yolanda G. Gomez, City Secretary, read the call to order to consider the matters as posted and filed for the record in the Office of the City Secretary on Friday, September 15, 2023.

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

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

Commissioner Tino Villarreal attended the meeting in person at 5:24 p.m.

Commissioner Pedro Cardenas attended the meeting in person at 5:52 p.m.

b) INVOCATION

Pastor Brad Burkes delivered the invocation.

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

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

PROCLAMATION(S)

Recognizing Alfonso Vallejo (Commissioner B. L. Martinez / Mayor J. Cowen, Jr.)

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

Recognizing Valley Baptist Medical Center-Brownsville Centennial (Mayor J. Cowen, Jr. / Commissioner R. Gowen)

The proclamation was read and presented by Commissioner Rose Gowen.

PUBLIC COMMENT PERIOD

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

Lawrence Fernandez suggested some improvements for La Posada Park.

PRESENTATION(S)

Building Division Permit Update (Planning & Redevelopment Department)

Omar Ochoa, Planning & Redevelopment Assistant Director, provided an update on Accela software, the transition between permitting systems, and training provided for subcontractors with an additional session for the most active contractors. Mr. Ochoa reviewed the different types of permits that are provided and the process in creating a permit.

In response to requests by Commissioner Roy De los Santos, Helen Ramirez, City Manager, noted that staff would return in six months to provide the Commission with an update, noting any necessary corrections on the permission flow for residential projects, the number of reviews in each category and the length of time on average by category.

Presentation by the Brownsville Public Utilities Board providing an Annual Report on the progress of collaboration with the City of Brownsville as required by the City Charter. (Brownsville Public Utilities Board)

Mark Dombroski, Brownsville Public Utilities Board Assistant General Manager, provided an annual report updating the City Commission on the progress of collaboration with the City of Brownsville, as per the City Charter amendments. The presentation covered the elimination of duplication of services, intended to create administrative efficiency and ensure quality service at the lowest cost.

In response to Commissioner Rose Gowen, Constanza Miner, Brownsville Public Utilities Board Chief Administrative Officer, stated she would review and report the possibility to incorporate updates or more notifications of the City of Brownsville in the Public Utilities Board new utility bill structure.

CONSENT AGENDA ITEM(S)

Upon motion by Commissioner Roy De los Santos, seconded by Commissioner Rose Gowen, and carried unanimously, Consent Agenda Items 1 through 9 were approved.

1) Approval of the Minutes:

a. Minutes of September 05, 2023, Regular City Commission Meeting

2) Consideration and **ACTION** for the purchase of eight (8) APX 6000 Series Portable Radios from Motorola Solutions, Inc. through cooperative H-GAC Contract # RA05-21 for an amount not to exceed $55,000 for the City of Brownsville Fire Department, as budgeted. (Fire Department)

3) Consideration and **ACTION** for the purchase of two (2) Remounted Ambulances from Frazer, LTD for an amount not to exceed $427,117 for the Brownsville Fire Department, as budgeted. (Fire Department)

4) Consideration and **ACTION on Resolution Number 2023-116 to** adopt Advance Funding Agreement (AFA) amendments for 0921-06-342 Minnesota Rd. City of Brownsville. This changed this project's funding to be 100% federal. (Multimodal Transportation)

5) Consideration and **ACTION** to approve a cooperative purchase from SHI Government Solutions, Inc. for VMware server virtual licenses for one year in the amount of $66,256.22, as budgeted. (Enterprise Applications Dept.)

6) Consideration and **ACTION** to approve ADK Consulting & Executive Search recruitment services for an Airport Director position and the Deputy Director additional staff placement fee for $49,798. (Airport Department/City Manager's Office)

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

8) Consideration and **ACTION** to purchase three (3) Vans from Sam Pack's Five Star Ford through cooperative BuyBoard Contract No. 601-19 in the amount of $237,123.94 for the Brownsville Police Department. #PTV-141-0923, as budgeted. (Police Department)

9) Consideration and **ACTION**, if any, to approve Resolution Number 2023-114 to support the submission of the Canine Transport Van Grant Application through the Stanton Foundation. (Public Health and Wellness Department)

PUBLIC HEARING(S)

1) Public Hearing and ACTION on 2023 Brownsville Roadway Capital Recovery Fee and signed recommendation letter from the Capital Improvement Advisory Committee (CIAC) on specifications regarding Land Use Assumptions, Capital Improvement plans for roads and calculated cost per service area and maximum collection rate per service unit. (Multimodal Transportation)

Joel Garza, Multimodal Director, noted that staff recommends leaving the public hearing period open until October 17, 2023, in anticipation of possible adoption of a City Ordinance for the Brownsville Roadway Capital Recovery Fee.

DRAFT

Eddie Haas, Consultant for Freese and Nichols Inc., noted that the Capital Improvement Advisory Committee (CIAC) signed a recommendation letter emphasizing the importance of community involvement and expert advice in decision-making, covering key aspects like Land Use Assumptions, Capital Improvement plans, cost estimates for various service areas, and maximum collection rates per service unit. This public hearing fosters open dialogue, ensuring that transportation infrastructure policies align with community needs and benefit from expert insights while promoting transparency and equitable decision-making.

Dennis Sanchez of Madeira Properties expressed concern on behalf of real estate property developers since payment is being proposed by this fee for the development of roadways.

Commissioner Roy De los Santos moved to leave the Public Hearing open util October 17, 2023, at 5:00 p.m. The motion was seconded by Commissioner Pedro Cardenas and carried unanimously.

2) Public Hearing and ACTION on FIRST READING on Ordinance Number 2023-898-II, an Ordinance amending Chapter 74 "Parks and Recreation", of the City Code of Ordinances by readopting Section 74-18 "Local Standards of Care for the City Parks and Recreation Department's Childrens Recreation Programs" and dealing with related matters. (Parks & Recreation Department)

Damaris McGlone, Parks & Recreation Director, noted that the ordinance is for the Parks and Recreation Department's children's recreation program, as required annually by state law, to define common use terms, program administration, program rules, monitoring, required supervision, requirements, facility operation and physical environment, and physical health and medication standards. The department's children's recreation programs may not be advertised as child-care facilities.

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

Commissioner Roy De los Santos moved that Ordinance Number 2023-898-II be adopted at first reading. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

3) Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-020, to rezone from Residential Transition (R-3) and Light Industrial (LI) to Commercial Corridor (CC) to allow a commercial plaza and multi-family development for Lots 2 and 3, Block 2, Dana Eight-O-Two Subdivision, Section 2, Cameron County, Texas, located at 3271 Ruben M. Torres, Brownsville, Texas 78526, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

Martin Vega, Planning & Redevelopment Assistant Director, noted that that the applicant requested to rezone the subject property from Residential Transition (R-3) and Light Industrial (LI) to Commercial Corridor (CC) for the purpose of establishing a multi-family development and a commercial plaza.

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

Commissioner Roy De los Santos moved that Ordinance Number 235-2023-023-020 be adopted at first reading. The motion was seconded by Commissioner Pedro Cardenas and carried unanimously.

DRAFT

4) **Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-021-S, to request a Specific Use Permit to allow a freight terminal in Agricultural (AG) zoning designation for 6.8 acres out of Lot 4, Block "A", Barreda Gardens Subdivision, Cameron County, Texas, located at 554 Runnels Road, Olmito, Texas 78575, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)**

Martin Vega, Planning & Redevelopment Assistant Director, noted that the current zoning designation of the property (Agricultural) primarily permits residential and ranch/farm-related uses; however, a freight terminal did not fall under the category of uses. A specific use permit would prevent spot zoning and would add a layer of protection for adjacent properties. Mr. Vega further noted that it was the staff's opinion that the proposed Specific Use Permit would not be adequate in the area. If approved, staff proposed that the development be subject to conditions.

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

Commissioner Roy De los Santos moved that Ordinance Number 235-2023-021-S be adopted at first reading. The motion was seconded by Commissioner Pedro Cardenas and carried unanimously.

After a brief discussion, Commissioner Roy De los Santos moved to amend his motion to adopt Ordinance Number 235-2023-021-S, at first reading, with the conditions as recommended by the Planning & Redevelopment staff. The motion was seconded by Commissioner Pedro Cardenas and carried unanimously.

5) **Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-022-S, to request a Specific Use Permit to allow a used car lot in a Traditional Neighborhood-Corridor (TN-C) zoning designation for Lots 6, 7, 22, & 23, Block 64, Harden's Addition to the City of Brownsville, Cameron County, Texas, located at 1236 South Expressway, Brownsville, Texas 78520, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)**

Martin Vega, Planning & Redevelopment Assistant Director, noted that the property owner is requesting a Specific Use Permit to allow a used car lot in a Traditional Neighborhood-Corridor.

Commissioner Linda C. Macias expressed her concern about the high traffic volume within the area.

Upon motion by Commissioner Roy De los Santos, seconded by Commissioner Bryan L. Martinez, the public hearing was closed as follows:

Ayes: Mayor Cowen, Commissioners Gowen, Villarreal, Martinez, De Los Santos and Cardenas.

Nays: Commissioner Macias

Commissioner Roy De los Santos moved that Ordinance Number 235-2023-022-S be adopted at first reading. The motion was seconded by Commissioner Bryan L. Martinez and carried as follows:

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

Nays: Commissioners Gowen and Macias.

6) **Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-023, to rezone from Agricultural (AG) to Residential Transition (R-3) and Commercial Corridor (CC) to allow a multi-family development and commercial plaza for 18.62 acres out of El Jardin Resubdivision, Lots 17 to 32, Block 116, Share 29, Espiritu Santo Grant, Cameron County, Texas, located on FM 511, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)**

DRAFT

Martin Vega, Planning & Redevelopment Assistant Director, noted that the applicants request to rezone the subject property from Agricultural (AG) to Residential Transition (R-3) for approximately 12.46 acres and Commercial Corridor (CC) for approximately 4.607 acres for the purpose of establishing a mixed-use development comprised of townhomes, multi-family, and commercial/retail uses.

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

Commissioner Roy De los Santos moved that Ordinance Number 235-2023-023 be adopted at first reading. The motion was seconded by Commissioner Pedro Cardenas and carried unanimously.

7) Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2023-025, to rezone from Residential Suburban (R-2) to Commercial Corridor (CC) to allow a general retail store for Lots 1, 2, & 3, Block 1, Palmetto Grove Subdivision, Cameron County, Texas, located at 7954 Southmost Road, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

Martin Vega, Planning & Redevelopment Assistant Director, noted that the applicant requests to rezone the subject property from a Residential Suburban (R-2) to a Commercial Corridor (CC) for the purpose of establishing a general retail store.

Commissioner Bryan L. Martinez noted that currently there is a bus stop at the location, one of the last stops and one of the furthest in the Southmost area, and requested any help from the company to rebuild the bus shelter. Mr. Vega will convey the request to the applicant and further noted that the city does require pedestrian connections.

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

Commissioner Bryan L. Martinez moved that Ordinance Number 235-2023-025 to be adopted at first reading. The motion was seconded by Commissioner Roy De los Santos and carried unanimously.

Commissioner Tino Villarreal stepped away during the discussion of the agenda item and did not vote on Public Hearing Item # 7.

8) Public Hearing and ACTION on FIRST READING of Ordinance Number 2023-1731 to approve a budget amendment for Fiscal Year 2023. (Financial Services Department)

Miguel Cavazos, Budget Officer, noted that the request for a budget amendment would transfer from the restrictive funds to the capital project fund. An additional transfer of $200,000 from the general fund would subsidize the motor vehicle parking system operation expenses.

In response to Mayor John Cowen, Robert Baez, EMPO Director, provided a brief update regarding the parking system and the delay in getting the system fully operational. In response to Pastor Brad Burkes, Mr. Baez clarified if the citizen did not pay the ticket after the third notification, the vehicle would be booted.

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

Commissioner Roy De los Santos moved that Ordinance Number 2023-1731 be adopted at first reading. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) **Consideration and possible ACTION regarding the review of La Posada Task Force information and recommendations for the future development of the park, including the proposed dissolution of the task force as outlined in Resolution Number 2023-020-D, and authorizing such other actions necessary or convenient to carry out this resolution. (Parks and Recreation Department)**

Damaris McGlone, Parks & Recreation Director, noted that on February 07, 2023, the City Commission created the La Posada Park Task Force with specific tasks. She further noted that initially when being planned the project would need to be a phased funded plan. The La Posada Park Task Force, at their last meeting, recommended dissolving the Task Force as it has provided the Parks and Recreation Department with the recommendations on their subject matter expertise to proceed with plans for future park development.

Commissioner Pedro Cardenas noted that the Brownsville Community Improvement Corporation (BCIC) has the ability to fund these kinds of projects, and suggested that the department request from them matching funds. In response to Commissioner Roy De los Santos, Damaris McGlone noted that with the dissolution of the task force, the Parks and Recreation Department would be responsible for the project.

Commissioner Rose Gowen commended the task force for their dedication and paying attention to what the community wanted in the area. Commissioner Bryan L. Martinez requested that in the meantime, while the plan is still in discussion, to continue with the regular maintenance of the area in order to preserve it as much as possible.

In response to Mayor John Cowen, Jr., Helen Ramirez, City Manager noted that staff would look into the surplus funds and other funding sources.

Commissioner Roy De los Santos moved to adopt Resolution Number 2023-020-D. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

2) **Consideration and ACTION to approve the Greater Brownsville Incentives Corporation (GBIC) Fiscal Year 2024 budget. (GBIC)**

Bret A. Gardella, GBIC Executive Director, provided a presentation regarding the Greater Brownsville Incentives Corporation (GBIC) Fiscal Year 2024 budget. Mr. Gardella provided an overall budget and commitments, expected revenues and expenditures, and new proposed job positions.

Mr. Gardella, in response to Commissioners Gowen, noted that financing for special projects such as the COVID-19 memorial tree groves, was available through miscellaneous categories. He further noted a second way that GBIC can assist, would be by changing GBIC from 501c6 Corporation to 501c3, which would allow them to accept donations within the community. Furthermore, it will provide the opportunity to apply for government funding that GBIC is currently not qualified to receive.

Commissioner Rose Gowen pointed out that quality of life and economic development are equally supported and valued. She challenged Mr. Gardella to think about an event to explore the overlapping boundaries of economic development and quality of life.

The Mayor and Commissioners commended Mr. Gardella and his staff for his collaboration in working with all community partners, particularly Youth Build, as well as emerging industries.

Commissioner Roy De los Santos moved that the Greater Brownsville Incentives Corporation (GBIC) Fiscal Year 2024 budget be adopted. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

BOARD APPOINTMENT(S)

1) **Consideration and ACTION, if any, to approve Resolution Number 2023-104 to appoint, reappoint, and/or remove member(s) of the Transit Advisory Committee. (Multimodal Transportation Department) (Tabled from August 15, 2023)**

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

Resolution Number 2023-104 was approved as follows:

Commissioner Linda C. Macias moved to appoint ***Jose Saldivar Matinez*** to the Transit Advisory Committee. The motion was seconded by Commissioner Bryan L. Martinez and carried unanimously.

Commissioner Tino Villarreal moved to appoint ***Graham Sevier*** to the Transit Advisory Committee. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

Mayor John Cowen, Jr., and Commissioner Rose Gowen, Commissioner Bryan L. Martinez, Commissioner Linda C. Macias and Commissioner Pedro Cardenas held their appointments for the next scheduled meeting.

ADJOURNMENT

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 7:32 p.m.

Approved this _____day of _____, 2023.

_____
John Cowen, Jr.
Mayor

Attest:

_____
Yolanda G. Gomez, TRMC
City Secretary

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

DRAFT

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Stephen Eliseo Muse, Accountant III
Date:	Tuesday, October 3, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-118** to adopt new remote, short and long-term parking rates for Brownsville South Padre Island International Airport (Airport Department)

Summary:
The current rate for short and long-term parking is $5.00. This rate increase is necessary to offset additional maintenance costs associated with the parking expansion and improvements. The new remote parking daily rate remains at the legacy rate of $5.00, with the first 30 minutes free, the next 30 minutes at a rate of $1.00, and each additional hour at $1.00, capping at a max daily rate of $5.00. The new long-term daily rate will be $8.00, starting at $2.00 and increasing to the max daily rate of $8.00. The new short-term daily rate will be $12.00, with the first 30 minutes free, the next 30 minutes at a rate of $2.00, and each additional hour at $2.00, capping at a max daily rate of $12.00. While the parking expansion is underway, the currently commingled parking lot's rate will be set at $8.00, the next 30 minutes free, then each additional hour at $2.00, until construction is complete and the parking lots segregated.

Project Scope and Analysis:
To increase short-term and long-term parking rates, and set a rate for remote parking.

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Airport recommends approval of this item.

Commission Pillar:
Economic Development

Attachments:

1. Parking Rates v2
2. Resolution 2023-118

Brownsville South Padre Island International Airport

PAID PARKING RATES
SHORT/LONG TERM & REMOTE

Current Rate for Short & Long-Term parking is $5.00. Rate increase is necessary to offset additional maintenance costs.

New Remote Parking Daily Rate: $5.00

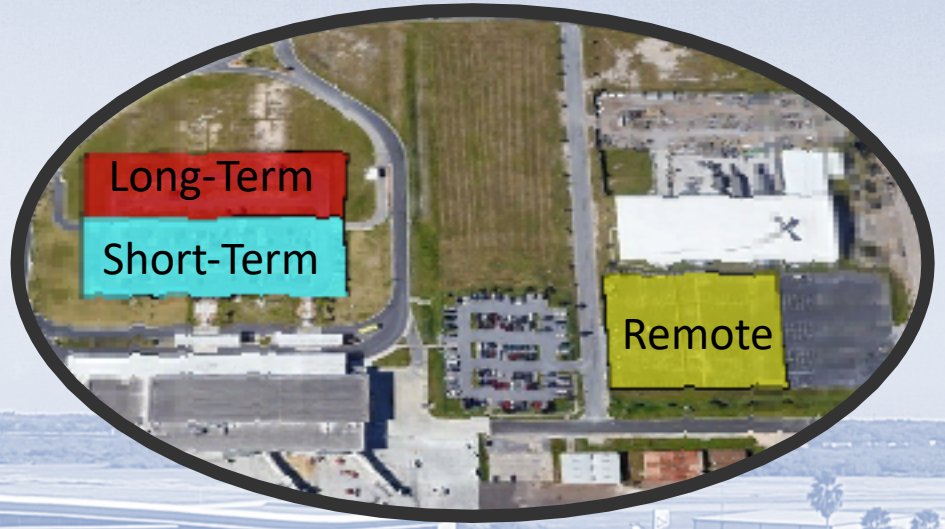
0-30 Min. Free
31-60 Min. $1.00
Each additional hour $1.00

New Long-Term Daily Rate: $8.00

Each Hour $2.00

New Short-Term Daily Rate: $12.00

0-30 Min. Free
31-60 Min. $2.00
Each additional Hour $2.00



	BRO	HRL	MFE
Long-Term	$ 8.00	$ 10.00	$ 6.00
Short-Term	$ 12.00	$ 15.00	$ 15.00
Remote	$ 5.00	N/A	N/A

RESOLUTION NUMBER
2023-118

A RESOLUTION OF THE CITY COMMISSION OF BROWNSVILLE, TEXAS, ADOPTING NEW REMOTE, SHORT AND LONG-TERM PARKING RATES FOR BROWNSVILLE SOUTH PADRE ISLAND INTERNATIONAL AIRPORT.

WHEREAS, the City Commission of the City of Brownsville imposes municipal fees and charges via resolution or ordinance; and

WHEREAS, adjustments to fees and charges are necessary to reflect the current costs of service delivery at the Brownsville South Padre Island International Airport; and

WHEREAS, City staff has recommended, after careful study and review, and the City Commission finds, that the proposed changes in parking rates are necessary and beneficial.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Brownsville, that they authorize adopting the following revised parking rates:

New Remote Parking Daily Rate: $5.00
0-30 Min. Free
31-60 Min. $1.00
Each additional hour $1.00
New Long-Term Daily Rate: $8.00
Each Hour $2.00
New Short-Term Daily Rate: $12.00
0-30 Min. Free
31-60 Min. $2.00
Each additional Hour $2.00

Passed, Approved, and Adopted this 3rd day of October 2023.

_____
John Cowen, Jr.
Mayor of Brownsville

ATTEST:

_____
Yolanda Galarza
City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Jarrett Sheldon, Fire Chief
Date:	Tuesday, October 3, 2023
Agenda #:	Consideration and **ACTION** for the execution of a contract with Public Consulting Group LLC for reimbursement services pertaining to the Ambulance Services Supplemental Payment program (ASSPP). #ASC-118-0823. (Fire Department)

Summary:
Public Consulting Group (PCG) will work with the City of Brownsville, Texas, to analyze and report costs for Charity Care that will help the City realize funds related to an Ambulance Services Supplemental Payment Program (ASSPP) as administered by the State of Texas Health and Human Services Commission (HHSC).

PCG shall provide these services for the City for federal fiscal year cost reporting cycles, defined as October 1st - September 30th.

In consideration for these contracted services, City will pay PCG 3.75% of the reimbursements received by City under the Charity Care Cost Report Ambulance Services Supplemental Payment Program and Medicaid Average Commercial Rate Supplemental Payment Program for the federal fiscal year reporting cycles outlined in Attachment A of the Agreement.

PCG will not receive any compensation until the Charity Care, Medicaid FFS or Medicaid MCO reimbursements are received by the City. All reimbursements realized by the City from the Charity Care Cost Report and Medicaid Average Commercial Rate Supplemental Payment Programs will be paid directly from the State of Texas Health and Human Services Commission (HHSC) to the City. PCG will invoice and receive its compensation after the City receives the receipt of reimbursement for either initiative, i.e., reimbursements do not have to be received for both the Charity Care Cost Report and Medicaid Average Commercial Rate programs; rather, PCG's compensation arises from reimbursements received by the City for both initiatives from the federal fiscal year cost reporting cycles outlined in Attachment A of the Agreement.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends approval.

Commission Pillar:
Quality of Life

Attachments:
1. ASC-118-0823 - Procurement Analysis
2. PCG Contract - ASC - 118-0823 PCG 09.11.23

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Monday, September 18, 2023
To: Ms. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Jarrett Sheldon, City of Brownsville Fire Chief

Subject: Agenda Item for the City Commission meeting of Tuesday, October 3, 2023 "Consideration and Action for the execution of a contract with Public Consulting Group LLC for reimbursement services pertaining to the Ambulance Services Supplemental Payment Program (ASSPP). #ASC-118-0823

At the request of Mr. Jarrett Sheldon, City of Brownsville Fire Chief, the Procurement Division solicited a formal sealed Request for Proposals for the aforementioned project.

Project milestones were accomplished as follows:

(1) The legal advertisements appeared in The Brownsville Herald two times: on July 2nd & July 9th, 2023 and were posted on the City's electronic bidding platform. There was one (1) addendum issued during the process.

2. A Pre-Proposal Meeting was held on Thursday, July 13th, 2023, at 11:00 A.M.

3. Sealed Bids were received for the subject project on Wednesday, August 2, 2023, at 3:00 P.M. A total of three (3) submittals were received. Submittals were acknowledged by the Procurement Services staff. Submitting vendors were:

   - Public Consulting Group LLC.
   - Change Healthcare
   - Digitech Computer LLC.

4. Copies of the Proposals submittals received were submitted to the Evaluation Committee for review via Bonfire:

   Evaluation Committee Members were:

   - Jesus Posada
   - Hector Martinez
   - Gabriel Garza

5. Results from the evaluation committee determined that the top vendor was Public Consulting Group LLC.

PROCUREMENT SUMMARY: Public Consulting Group LLC is eligible under this procurement for the Games of Texas project management for the City of Brownsville at the price stipulated. (Exhibit A)

EXHIBIT "A"

CONTRACTED SERVICES

Charity Care Cost Report Ambulance Services Supplemental Payment Program Services

PCG will work with CLIENT to analyze and report costs for Charity Care that will help CLIENT realize funds related to an Ambulance Services Supplemental Payment Program (ASPP) as administered by the State of Texas Health and Human Services Commission (HHSC).

PCG shall provide these services for CLIENT for federal fiscal year cost reporting cycles, defined as October 1st – September 30th.

PCG's services will include:

- Developing charity care policy and related documentation including public notice and patient application forms, if applicable.

- Utilize propensity to pay analytical tools and other sources as approved by CLIENT to identify patients' eligibility for charity care.

- Collaborate with CLIENT and CLIENT'S billing vendor to ensure that eligible charity care claims are written off according to program guidelines.

- Conducting comprehensive analysis of the billing reports, ensuring that key data elements such as dates of service, procedure codes, charges and payments related to Charity Care are screened and accurately accounted for in the cost report.

- Conducting a thorough review of operational and administrative costs to determine 2 CFR Part 200 allowable costs to report on a cost report approved by HHSC.

- Developing and applying appropriate cost allocation methodologies using the utilization data produced by CLIENT'S Computer Aided-Dispatch (CAD) system.

- Submitting annual cost reports approved by HHSC, on behalf of CLIENT to HHSC that will allow CLIENT to realize incremental funds under the Ambulance Services Supplemental Payment Program.

- Refining the cost reports and/or other items of cost based on the review from HHSC.

- Providing Medicaid subject matter expertise and representation during the HHSC review and approval of the submitted cost reports.

- Drafting responses, providing supporting documentation, and conducting comprehensive billing reconciliations as required during HHSC desk review process.

- Working with CLIENT to present updates and status reports to CLIENT'S administrative body or other interested parties within the community, as necessary, to help educate and inform them on the progress of this initiative.

]

- Acting as a liaison between HHSC and client to address any questions and keep CLIENT informed on changes in state and federal regulations.

Medicaid Average Commercial Rate Supplemental Payment Program Services

PCG will work with CLIENT to analyze and calculate average commercial rate data that will help CLIENT receive funds related to the Enhanced Reimbursements for Qualifying Publicly Owned

Ground Emergency Ambulance Service Providers, as administered by HHSC. Upon approval, this program will allow for Average Commercial Rate reimbursement for Medicaid fee for service and Medicaid managed care transports.

PCG shall provide these services for CLIENT for federal fiscal year cost reporting cycles, defined as October 1st – September 30th.

PCG will perform the following services to ensure that CLIENT will maximize reimbursement while mitigating audit risk.

- Working on behalf of CLIENT to receive approval of the program by HHSC and the Centers for Medicare and Medicaid Services (CMS), including:
  - Drafting Medicaid state plan and Medicaid preprint forms to facilitate HHSC and CMS approval.
  - Reviewing Medicaid state plan amendment materials and changes to the Texas Administrative Code to ensure program requirements are developed in the best interests of CLIENT.
  - Drafting responses to requests for additional information from HHSC and CMS.
  - Providing representation in meetings with HHSC leadership on behalf of CLIENT to obtain program approval.

- Completing the application to enroll CLIENT in the program.

- Preparing fiscal impact analysis and presenting results to CLIENT to demonstrate the benefits of the program.

- Providing support and education to CLIENT's leadership on intergovernmental transfer (IGT) funding requirements.

- Preparing draft contract documents to facilitate average commercial rate reimbursement with Medicaid managed care organizations.

- Assisting with contracting efforts with Medicaid managed care organizations.

- Collecting average commercial billing data to complete payment calculations, including:
  - Verifying commercial carrier data to ensure appropriate inclusion of payment rates.
  - Analyzing claims data to determine the total payment per transport.
  - Excluding certain transports that are not emergent in nature.

- Completing the rebasing of the average commercial rate survey.

- Analyzing and verifying commercial rate data to validate payment receipts, including pulling remits from commercial payments to validate payment levels.

- Conducting comparative analysis to identify significant quarter to quarter trends in billing and financial data.

- Providing comprehensive audit support, including but not limited to conducting reviews of all average commercial rate calculations, performing detailed analysis of billing reports generated by HHSC to ensure that all allowable charges and payments are encompassed in the calculation of the supplemental payment, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite supplemental payments.

- Providing ongoing technical assistance on programmatic and policy issues related to the Average Commercial Rate Supplemental Payment Program.

Medicare Ground Ambulance Data Collection Services

A. CLIENT provided at least one Medicare ground ambulance transport in the calendar year of 2017, is enrolled to receive Medicare payments, and received notification from CMS of its required participation in the Medicare Ground Ambulance Data Collection Survey (the "Survey"). CLIENT must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, PCG shall comply.

B. This Survey requests individual providers to submit data to CMS that relates to organizational characteristics, utilization, costs and revenue. The data may be used by CMS to evaluate the adequacy of Medicare payment rates for ground ambulance services, to inform future Medicare rate changes, and possible payment system reforms.

C. PCG shall be familiar with the Medicare Ground Ambulance Data Collection Survey and all the rules, regulations and requirements associated with the Survey.

D. PCG shall have the knowledge, skills, and ability to fully complete the required data survey to the Center of Medicaid and Medicare Services (CMS) within the time frame prescribed by CMS.

E. PCG shall have knowledge and experience in the completion of all 13 Sections of the "Instrument" Survey.

F. PCG shall keep CLIENT informed of all updates relating to the Survey.

G. PCG will prepare and audit the completed Survey and its supporting documentation in accordance with the Medicare principles of reimbursement that include but are not limited to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and other relevant documents which provide regulatory guidance on allowable costs and provider charges.

H. PCG will submit the final report and supporting documentation, if allowable by proxy, via the Centers for Medicare and Medicaid Services (CMS) web-based portal; if not allowable, CLIENT will submit the final report and supporting documentation. A final copy of the Survey, work papers and methodologies for filing the Survey will be submitted to CLIENT.

I. The Contracted Services that PCG will provide for the Survey will apply to one (1) National Provider Identifier (NPI) for one (1) 12-month reporting period, defined as October 1, 2023 to September 30, 2024, followed by a 5-month data collection/submission period commencing on February 28, 2025.

Public Safety Consulting Services

Public Safety Consulting Services are available to CLIENT at a rate of $300/hour to include staffing analysis, feasibility studies, strategic planning, standards of cover, cost of service analysis, and other operational studies. PCG will only proceed with such services upon receiving a written notice from CLIENT, which outlines agreement with PCG's quote for the services being requested.

CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR CONSULTANT SERVICES
ASC-118-0823

This Agreement shall commence upon the approval of the City Commission and executed by the City of Brownsville's Mayor or designee. This agreement is between The City of Brownsville, Texas, hereinafter referred to as ("CITY" or "CLIENT") and Public Consulting Group LLC hereinafter referred to as ("CONTRACTOR" or "PCG"), collectively referred to as "Parties" and individually as "Party".

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

      i. Scope of Services, Conditions and Additional Services (Exhibit A)
      ii. Term of Agreement (Exhibit B)
      iii. Compensation, Fees and Commissions (Exhibit C)
      iv. Insurance (Exhibit D)

2. **Scope of Services**
   a. Contractor shall perform the Services under this Agreement upon written request orders by CITY. Unless otherwise specified in a project request, Contractor and CITY agree that the scope of work is deemed to include preliminary considerations and prerequisites, and all tasks which are an integral and inseparable part of the work described in the Contract Documents or by separate written request.
   b. Contractor will perform such Services in a diligent and workmanlike manner consistent with industry standards.
   c. By signing this Agreement, Contractor represents that it has thoroughly reviewed the Contract Documents incorporated into this Agreement, including but not limited to "Exhibit A" Scope of services and that it accepts the description of the Work and the conditions under which the Work is to be performed and completed.

3. **Independent Contractor; Personnel**
   a. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor, or any of Contractor's employees, look to CITY as his/her employer, or as a partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to CITY's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance, as well as any and all licenses and permits usual or necessary for conducting the Services. Contractor shall be responsible for paying all applicable local, state and federal taxes.
   b. Contractor represents and warrants to CITY that its employees performing Work hereunder will have sufficient expertise, training, licensure (if applicable) and experience to accomplish the Services.

4. **Term of Agreement.**
   a. The initial contract period shall commence upon approval by the City Commission and when executed by the City of Brownsville's Mayor or designee and shall end or be extended upon the terms specified in Contract Documents "Exhibit B". The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. **Compensation**
   a. Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit C". It is acknowledged and agreed by Contractor that compensation, as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor's

services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

b. Contractor will submit invoices as set forth in Exhibit C. 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 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. 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 Contractor's expense.

b. 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 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. 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, and as set forth in Exhibit C. Contractor acknowledges and agrees that hit 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. Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9. Indemnification by Contractor and Limitation of Liability.

CONTRACTOR AGREES TO INDEMNIFY, AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENAL TIES, COSTS AND EXPENSES FOR ALL PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENAL TIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONTRACTOR'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH CONTRACTOR IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS AGREEMENT. CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE

NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

CONTRACTOR AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONTRACTOR SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, SUCH DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS, OR FINANCIAL LOSS, EVEN IF THE OTHER PARTY HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE. OTHER THAN A CLAIM BY CONTRACTOR THAT CITY HAS NOT PAID COMPENSATION, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CITY TO CONTRACTOR PURSUANT TO THIS AGREEMENT DURING THE PRIOR TWELVE (12) MONTH PERIOD.

10. Miscellaneous Provisions.

a. *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

b. *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

c. *No Waiver of Governmental Immunity.* NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

d. *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior consent of CITY.

e. *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

f. *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, in the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually-satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

g. *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed

constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:	Public Consulting Group LLC 148 State St, 10th Floor Boston, Massachusetts 02109
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.

j. *Survival.* Upon the expiration or termination of this Agreement for any reason all rights granted hereunder shall immediately terminate except for those concerning compensation, confidentiality, intellectual property, or any other provision that, by its terms, is intended to survive the expiration or termination of this Agreement. Specifically, notwithstanding the expiration or termination of the Agreement, CITY will compensate Contractor as set forth herein with respect to any reimbursements CITY receives after the expiration or termination of this Agreement that are the result of the Contracted Services.

k. *As-Is Information and Data.* The parties agree and acknowledge that Contractor will receive all information and data from CITY on an as-is basis. Contractor is not responsible for errors or omissions in any data that it receives from CITY. Contractor is not responsible for reviewing, evaluating, or verifying the accuracy or completeness of any information received by CITY. CITY warrants that such data is accurate and complete, and that CITY has appropriate records to substantiate such data. Contractor is not liable for any reimbursement, refund, or contribution should CITY be subject to penalties in connection with the services rendered. CITY agrees that Contractor will not be liable for any losses, damages, or third-party claims associated with any Contractor act that is because of inaccurate or incorrect data entered or uploaded by CITY. CITY agrees to defend, indemnify, and hold Contractor harmless against any losses suffered by Contractor as the result of any inaccuracies in the data provided, entered, or uploaded by CITY.

l. *Intellectual Property.* Notwithstanding anything to the contrary, Contractor will not deliver any working papers or other records including those that contain outputs, code, or formulas relating to Contractor's cost reporting system (Ambulance Services Cost Report Portal), that contain or have embedded within such records any Contractor intellectual property or trade secrets, including all aspects concerning the methodology for the creation and calculations included in any cost reports. Such materials are not considered CITY's property or works made for hire.

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

CITY OF BROWNSVILLE	CONTRACTOR
Signature: _____	Signature: Marc Staubley
Print Name: _____	Print Name: Marc Staubley
Title: _____	Title: Practice Area Director

"Approved as to Form and Legality
This 11th day of September 2023
Title First Asst CA
Office of the Brownsville City Attorney"

Date: _____ Date: 9/13/2023

EXHIBIT "A"

CONTRACTED SERVICES

Charity Care Cost Report Ambulance Services Supplemental Payment Program Services

PCG will work with CLIENT to analyze and report costs for Charity Care that will help CLIENT realize funds related to an Ambulance Services Supplemental Payment Program (ASPP) as administered by the State of Texas Health and Human Services Commission (HHSC).

PCG shall provide these services for CLIENT for federal fiscal year cost reporting cycles, defined as October 1st – September 30th.

PCG's services will include:

- Developing charity care policy and related documentation including public notice and patient application forms, if applicable.
- Utilize propensity to pay analytical tools and other sources as approved by CLIENT to identify patients' eligibility for charity care.
- Collaborate with CLIENT and CLIENT'S billing vendor to ensure that eligible charity care claims are written off according to program guidelines.
- Conducting comprehensive analysis of the billing reports, ensuring that key data elements such as dates of service, procedure codes, charges and payments related to Charity Care are screened and accurately accounted for in the cost report.
- Conducting a thorough review of operational and administrative costs to determine 2 CFR Part 200 allowable costs to report on a cost report approved by HHSC.
- Developing and applying appropriate cost allocation methodologies using the utilization data produced by CLIENT'S Computer Aided-Dispatch (CAD) system.
- Submitting annual cost reports approved by HHSC, on behalf of CLIENT to HHSC that will allow CLIENT to realize incremental funds under the Ambulance Services Supplemental Payment Program.
- Refining the cost reports and/or other items of cost based on the review from HHSC.
- Providing Medicaid subject matter expertise and representation during the HHSC review and approval of the submitted cost reports.
- Drafting responses, providing supporting documentation, and conducting comprehensive billing reconciliations as required during HHSC desk review process.
- Working with CLIENT to present updates and status reports to CLIENT'S administrative body or other interested parties within the community, as necessary, to help educate and inform them on the progress of this initiative.

]

Last updated on June 02, 2023

- Acting as a liaison between HHSC and client to address any questions and keep CLIENT informed on changes in state and federal regulations.

Medicaid Average Commercial Rate Supplemental Payment Program Services

PCG will work with CLIENT to analyze and calculate average commercial rate data that will help CLIENT receive funds related to the Enhanced Reimbursements for Qualifying Publicly Owned Ground Emergency Ambulance Service Providers, as administered by HHSC. Upon approval, this program will allow for Average Commercial Rate reimbursement for Medicaid fee for service and Medicaid managed care transports.

PCG shall provide these services for CLIENT for federal fiscal year cost reporting cycles, defined as October 1st – September 30th.

PCG will perform the following services to ensure that CLIENT will maximize reimbursement while mitigating audit risk.

- Working on behalf of CLIENT to receive approval of the program by HHSC and the Centers for Medicare and Medicaid Services (CMS), including:
  - Drafting Medicaid state plan and Medicaid preprint forms to facilitate HHSC and CMS approval.
  - Reviewing Medicaid state plan amendment materials and changes to the Texas Administrative Code to ensure program requirements are developed in the best interests of CLIENT.
  - Drafting responses to requests for additional information from HHSC and CMS.
  - Providing representation in meetings with HHSC leadership on behalf of CLIENT to obtain program approval.

- Completing the application to enroll CLIENT in the program.

- Preparing fiscal impact analysis and presenting results to CLIENT to demonstrate the benefits of the program.

- Providing support and education to CLIENT's leadership on intergovernmental transfer (IGT) funding requirements.

- Preparing draft contract documents to facilitate average commercial rate reimbursement with Medicaid managed care organizations.

- Assisting with contracting efforts with Medicaid managed care organizations.

- Collecting average commercial billing data to complete payment calculations, including:
  - Verifying commercial carrier data to ensure appropriate inclusion of payment rates.
  - Analyzing claims data to determine the total payment per transport.
  - Excluding certain transports that are not emergent in nature.

- Completing the rebasing of the average commercial rate survey.

- Analyzing and verifying commercial rate data to validate payment receipts, including pulling remits from commercial payments to validate payment levels.

- Conducting comparative analysis to identify significant quarter to quarter trends in billing and financial data.

- Providing comprehensive audit support, including but not limited to conducting reviews of all average commercial rate calculations, performing detailed analysis of billing reports generated by HHSC to ensure that all allowable charges and payments are encompassed in the calculation of the supplemental payment, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite supplemental payments.

- Providing ongoing technical assistance on programmatic and policy issues related to the Average Commercial Rate Supplemental Payment Program.

Medicare Ground Ambulance Data Collection Services

A. CLIENT provided at least one Medicare ground ambulance transport in the calendar year of 2017, is enrolled to receive Medicare payments, and received notification from CMS of its required participation in the Medicare Ground Ambulance Data Collection Survey (the "Survey"). CLIENT must comply with both U.S. Department of Health and Human Services under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act and as such, PCG shall comply.

B. This Survey requests individual providers to submit data to CMS that relates to organizational characteristics, utilization, costs and revenue. The data may be used by CMS to evaluate the adequacy of Medicare payment rates for ground ambulance services, to inform future Medicare rate changes, and possible payment system reforms.

C. PCG shall be familiar with the Medicare Ground Ambulance Data Collection Survey and all the rules, regulations and requirements associated with the Survey.

D. PCG shall have the knowledge, skills, and ability to fully complete the required data survey to the Center of Medicaid and Medicare Services (CMS) within the time frame prescribed by CMS.

E. PCG shall have knowledge and experience in the completion of all 13 Sections of the "Instrument" Survey.

F. PCG shall keep CLIENT informed of all updates relating to the Survey.

G. PCG will prepare and audit the completed Survey and its supporting documentation in accordance with the Medicare principles of reimbursement that include but are not limited to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and other relevant documents which provide regulatory guidance on allowable costs and provider charges.

H. PCG will submit the final report and supporting documentation, if allowable by proxy, via the Centers for Medicare and Medicaid Services (CMS) web-based portal; if not allowable, CLIENT will submit the final report and supporting documentation. A final copy of the Survey, work papers and methodologies for filing the Survey will be submitted to CLIENT.

I. The Contracted Services that PCG will provide for the Survey will apply to one (1) National Provider Identifier (NPI) for one (1) 12-month reporting period, defined as October 1, 2023 to September 30, 2024, followed by a 5-month data collection/submission period commencing on February 28, 2025.

Public Safety Consulting Services

Public Safety Consulting Services are available to CLIENT at a rate of $300/hour to include staffing analysis, feasibility studies, strategic planning, standards of cover, cost of service analysis, and other operational studies. PCG will only proceed with such services upon receiving a written notice from CLIENT, which outlines agreement with PCG's quote for the services being requested.

EXHIBIT "B"

The term of this Agreement consists of a base period (Primary Term), which shall commence upon approval by the City Commission and end on September 30, 2026. Thereafter, there will be an option by CITY to renew the Agreement up to two (2) times for a one (1) year period each time.

EXHIBIT "C"

COMPENSATION

Supplemental Payment Program Services

In consideration for these Contracted Services, CLIENT will pay PCG 3.75% of the reimbursements received by CLIENT under the Charity Care Cost Report Ambulance Services Supplemental Payment Program and Medicaid Average Commercial Rate Supplemental Payment Program for the federal fiscal year reporting cycles set forth in Attachment A.

PCG will not receive any compensation until the Charity Care, Medicaid FFS or Medicaid MCO reimbursements are received by CLIENT. All reimbursement realized by CLIENT from the Charity Care Cost Report and Medicaid Average Commercial Rate Supplemental Payment Programs shall be paid in full directly from the State of Texas Health and Human Services Commission (HHSC) to CLIENT. PCG will invoice and receive its compensation after the receipt of reimbursement is received by CLIENT for either initiative, i.e., reimbursements do not have to be received for both the Charity Care Cost Report and Medicaid Average Commercial Rate programs; rather PCG's compensation arises from reimbursements received by CLIENT for both initiatives from the federal fiscal year cost reporting cycles set forth in Attachment A.

PCG will invoice CLIENT based on the reimbursements within 45 days of receipt of funds by CLIENT.

Payment Terms – Charity Care	Rate
Contingency Fee	3.75%

Payment Terms – Medicaid FFS & MCO Average Commercial Rate (ACR)	Rate
Contingency Fee	3.75%

Medicare Ground Ambulance Data Collection Services

In consideration for the Medicare Ground Ambulance Data Collection Services, PCG shall be paid $9,500. PCG will invoice CLIENT within thirty (30) days of the Instrument Survey submission to CMS. CLIENT will remit payment to PCG within thirty (30) days of invoice receipt.

NOTE: If CLIENT terminates this Agreement for convenience prior to the completion or submission of a cost report or the Instrument Survey, PCG shall invoice, and CLIENT shall compensate PCG, at an hourly rate of $300 for the time PCG expended in preparing such materials. If CLIENT terminates this Agreement for convenience after the submission of a cost report, but prior to payment being received by CLIENT, the parties agree that the compensation provisions, including those in Exhibit C, shall survive termination of the Agreement, and CLIENT shall timely compensate PCG pursuant to the provisions set forth herein.

Last updated on June 02, 2023

EXHIBIT "D"

INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the City of Brownsville Contract Agreement and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

1. **Workers' Compensation and Employers' Liability Insurance**

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

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

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

2. **Commercial General Liability Insurance**

   Covering premises-operations, products-completed operations, independent contractors and contractual liability, with a combined single limit bodily injury/property damage of $1,000,000. This coverage must include, but not be limited to:

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

3. **Automobile Liability Insurance**

   Covering all owned, hired and non-owned automobile equipment with the following Limits:

   1. Bodily injury
      $250,000 each person,
      $500,000 each occurrence
   2. Property damage
      $100,000 each occurrence

END OF EXHIBIT "D"

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Jarrett Sheldon, Fire Chief
Date:	Tuesday, October 3, 2023
Agenda #:	Consideration and **ACTON** for the City of Brownsville to renew the contract with the Town of Rancho Viejo to furnish Fire Services. (Fire Department)

Summary:
This contract is between the City of Brownsville (COB) and the Town of Rancho Viejo (TRV) for the purpose of continuing firefighting services for areas located within Rancho Viejo. The Brownsville Fire Department currently provides fire services to the Rancho Viejo and surrounding areas.

Project Scope and Analysis:
This contract's scope shall include grass, structure, and/or vehicle fires. The Brownsville Fire Department service delivery model reduces response times and increases the survivability rates for the Northern region of the Brownsville Fire Department's response area. The current responding fire station for the Rancho Viejo area is Fire Station 9, located at 62 East Alton Gloor Blvd. The current call volume for fire/EMS services for the Town of Rancho Viejo averages about 100 emergencies per year.

Funding:

Source: N/A

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
Staff recommends approval to renew the contract.

Commission Pillar:
Public Safety Pillar
Quality of Life Pillar

Attachments:

1. Memo_Town of Rancho VIejo Contract 09.19.23

RESET

City of BROWNSVILLE Texas
On the Border, By the Sea and Beyond

TO:	Helen Ramirez, City Manager
FROM:	Jarrett V. Sheldon, Fire Chief
SUBJECT:	Town of Rancho Viejo Contract
DATE:	9/15/2023
THROUGH:	Felix Sauceda, Assistant City Manager/Police Chief

Fire Chief Jarrett Sheldon

MEMO COMMISSION MEETING DATE

Executive Session *(City Attorney Only)*	Select	**Agenda**	**Ordinance**
Time Needed: Action Item:	Time Needed:	☐ Public Hearing ☐ Contract ☐ Grant ☐ Action ☐ Consent	☐ First Reading ☐ Second Reading

Information: Please include additional information/request.

Requesting the review of the agreement between the Town of Rancho Viejo and the City of Brownsville (Fire Department) to furnish firefighting services to the areas located within Rancho Viejo.

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

City Attorney	**Date Reviewed:** 09.19.2023	**By:**
Comments:	Approved	
OD&HR Department	**Date Reviewed:**	**By:**
Comments:		
Finance Department	**Date Reviewed:**	**By:**
Comments:		

City Commission	**Assistant City Manager**	**Deputy City Manager**
Approved: ☐ Yes ☐ No	Approved: ☐ Yes ☐ No	Approved: ☐ Yes ☐ No
Date:	Initials: Date:	Initials: Date:

City Manager's Approval

Signature:	**Date:**

THE STATE OF TEXAS §

CITY OF BROWNSVILLE § KNOW ALL PERSONS BY PRESENTS

COUNTY OF CAMERON §

CONTRACT

This agreement is made and entered by and between the Town of Rancho Viejo (Rancho Viejo) and the City of Brownsville (Brownsville), both municipal corporations located in Cameron County, Texas, acting by and through their respective undersigned Mayors, both Mayors having been authorized to execute this agreement upon an affirmative majority vote of their respective governmental bodies acting pursuant to the Interlocal Cooperation Act codified in Chapter 791 of the Texas Government Code.

In consideration of the Mutual Covenants, Agreements and benefits to both parties, it is AGREED as follows:

I. PROVISION OF SERVICES

During the term of this Agreement, BROWNSVILLE agrees to furnish firefighting services to areas located within RANCHO VIEJO. Such services shall only include those required for grass fires, structure fires and/or vehicle fires.

II. COMPENSATION

Rancho Viejo AGREES TO PAY TO Brownsville the sum of $30,000 per annum for the firefighting services referenced in Section I.

Payments for said services shall be made in equal quarterly installments in advance of the service period. Payments shall be due as follows:

Payment Due Date	Amount
October 1, 2023, 2024, 2025	$7,500.00
January 1, 2024, 2025, 2026	$7,500.00
April 1, 2024, 2025, 2026	$7,500.00
July 1, 2024, 2025, 2026	$7,500.00

It is agreed further that as a condition precedent to payment, BROWNSVILLE shall provide a written report summarizing the services rendered during the previous quarterly period, with said report listing all calls by date, location and nature made on behalf of RANCHO VIEJO.

III. TERM OF AGREEMENT

The term of this agreement shall be for three (3) years beginning on October 1, 2023, and terminating on September 30, 2026.

IV. TERMINATION/RENEWAL

If BROWNSVILLE does not intend to renew this contract under the same terms and conditions at the end of the term, BROWNSVILLE shall provide RANCHO VIEJO with written notice of its intent to not renew said contract. A notice of its intent not to renew shall be sent by United States Mail, Certified Mail Return Receipt Requested, no later than the 1st of August 2026. This sixty (60) day notice is intended to allow RANCHO VIEJO sufficient time to secure an alternate fire protection service.

If RANCHO VIEJO does not intend to renew this contract under the same terms and conditions, RANCHO VIEJO shall provide BROWNSVILLE with written notice of its intent to not renew said contract. A notice of this intent shall be sent by United States Mail, Return Receipt Requested, no later than the first of August 2026.

In the event that neither City notifies the other City of its intent not to renew this contract under the same terms and conditions, this Contract will be renewed for an additional term of one year under the same terms and conditions as presently agreed upon in this instrument.

In the event re-negotiation of the contract is necessary and if such negotiations have not been completed on or before the end of the current term, both BROWNSVILLE and RANCHO VIEJO expressly agree to act in accordance with the terms and conditions of this Contract for a period of thirty days after the expiration of the current term. If during such time both parties fail to negotiate a new contract, the negotiation period shall terminate at the end of the thirtieth day of said period, however, the contract obligations of both parties shall be extended for an additional thirty day period beyond the end of the negotiation period to allow RANCHO VIEJO time to secure an alternate fire protection service. At the end of this second period, all obligations of BROWNSVILLE shall cease.

However, notwithstanding the provisions above, this contract may be terminated at will by either party and termination shall be effective sixty (60) days from the date of notice is received by the other party. Such notice shall be sent by United States Mail, Return Receipt Requested.

V. INDEMNIFICATION

RANCHO VIEJO hereby agrees to and shall defend, protect and hold BROWNSVILLE harmless from any liability or damages for property damage or bodily injury, including death, which may arise from RANCHO VIEJO's negligent acts or omissions under this Agreement.

VI. MISCELLANEOUS

This Contract shall comprise the entire agreement between the parties hereto and any amendment shall be enforceable only after being reduced to writing, mutually executed by the parties hereto and attached hereto.

WITNESS the signature of the Mayor of the CITY OF BROWNSVILLE duly authorized to represent and bind said city of the terms and conditions of this Contract, affixed hereto on this _____ day of _____, 2023

CITY OF BROWNSVILLE

By: _____
JOHN COWEN, MAYOR

ATTEST:

_____
YOLANDA GALARZA
City Secretary

WITNESS the signature of the Mayor of the TOWN OF RANCHO VIEJO duly authorized to represent and bind said city to the terms and conditions of this Contract, affixed hereto on this _____ day of _____, 2023.

TOWN OF RANCHO VIEJO

By: _____
MAYOR MARIBEL B. GUERRERO

ATTEST:

_____
FRED BLANCO, TOWN ADMINISTRATOR

TOWN OF RANCHO VIEJO ★ CAMERON COUNTY, TEXAS ★

"Approved as to Form and Legality
This 19th day of September 2023
Title First Asst CA
Office of the Brownsville City Attorney"

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Juan Pablo Villarreal, Director of Internal Services
Date:	Tuesday, October 3, 2023
Agenda #:	Consideration and **ACTION** to reimburse the Brownsville Public Utilities Board (BPUB) for the Wastewater Improvement Project related the Cannery Public Market Project in the amount of $248,658.85, as budgeted. (Internal Services Department)

Summary:
During the renovation of the Cannery Public Market, it was noted that the new sewer line servicing the Cannery Public Market did not have enough slope, and the contractor felt that if they continued as designed, the City would encounter sewer problems within a couple of years. After some investigation, it was determined that the main sewer line, located along Ringgold Street, was not deep enough to accommodate the sewer line servicing the Cannery and that improvements to this line were necessary. Discussing options with BPUB, it was agreed that since the line belongs to them, they would take the lead in the project. BPUB would advertise the project and oversee the construction, and since the need for the project was to service a City facility properly, the City would cover the cost of this project. Initial construction estimates had the project costing $200,000.

The City extended the existing ARPA Program Management Contract with Halff and Associates to include the new main sewer line design and the Cannery Public Market service line. BPUB advertised the project twice and was finally able to approve Cornett Construction for the amount of $248,658.85. The project will begin within a couple of weeks and will be substantially completed in 45 calendar days, with completion in 60 calendar days. Funding for this project will come from the existing CO funds used for the Cannery Project and from budgeted Infrastructure Maintenance Funds.

Project Scope and Analysis:
To avoid any future sewer line issues with the Cannery Public Market, it was necessary to redesign and install a portion of the sewer line located along Ringgold Street, between 6th and 7th streets. The project will include:

- Install a utility hole on Ringgold St., and remove and replace an existing utility hole at the intersection of 7th St. and Ringgold St.
- Remove and replace 300 linear feet of 6" clay pipe with an 8" PVC line.
- Remove and replace 450 linear feet of 6" sanitary sewer service lateral from the Sombrero Building to Ringgold St.

Funding:

Source: 808-9110-848-563

Amount: $248,658.85

Local Contribution if Applicable: n/a

Recommendation:

The Internal Services Department recommends approving this item to allow the City to reimburse BPUB for the Wastewater Improvement Project related to the Cannery Public Market Project in the amount of $248,658.85.

Commission Pillar:

Infrastructure Pillar

Attachments:

1. Ltr. Cannery WW Improvements

Helen Ramirez
City Manager

Brownsville
All-America City
2001 / 2014

July 24, 2023

Ms. Marie C. Leal, P.E.
Director of Special Projects & Water/Wastewater Engineering - Planning
Brownsville Public Utilities Board
1425 Robinhood Drive
Brownsville, Texas 78521
(956) 983-6275
mleal@brownsville-pub.com

Dear Ms. Leal,

This letter is in support of the Sanitary Sewer Improvements Project for the Cannery Public Market as described in BPUB RFP B051-23. The proposed sanitary sewer improvements are critical to the construction of the Cannery Public Market at Ringgold St. and 6th St. As such, the City of Brownsville not only funded the design of the proposed improvements but will also provide all construction funds based on the low responsive bid amount of $248,658.85 from Cornett Construction received by the BPUB Purchasing Department, on July 12, 2023. In addition to the bid amount, the City will provide a contingency fund of $25,000 for unforeseen conditions and potential project changes. The funds from this project will come from a combination of the City's Contingency Fund and the Infrastructure Maintenance Fund.

It is critical that this project be awarded and constructed in a timely manner. Please feel free to contact my office at (956) 548-6007 if you have any questions, or concerns.

Thank you,

Helen Ramirez, AICP
City Manager
City of Brownsville, Texas

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Stephen Eliseo Muse, Accountant III
Date:	Tuesday, October 3, 2023
Agenda #:	Consideration and **ACTION** to accept FAA Grant 3-48-059-2023 for the Aircraft Rescue and Firefighting (ARFF) Vehicle Acquisition and Runway 13-31 Preservation projects in the amount of $1,405,716. (Airport Department)

Summary:
Grant 3-48-0031-059-2023 will allow us to replace our aging ARFF vehicle and complete needed pavement maintenance on Runway 13-31. The Rosenbaur ARF-16-1223 Vehicle was approved 1/17/2023 by City Commission. The Runway 13-31 Preservation includes fog sealing, crack seal, and painting. Design, Bid, and PM service were awarded to Jviation on 2/27/2023 by City Commission. Construction services for the runway 13-31 preservation will be bid out approximately 4th quarter of this calendar year and brought before City Commission for award.

Project Scope and Analysis:
Grant 3-48-0031-059-2023 will allow us to replace our aging ARFF vehicle and complete needed pavement maintenance on Runway 13-31. The Rosenbaur ARF-16-1223 Vehicle was approved 1/17/2023 by City Commission. The Runway 13-31 Preservation includes fog sealing, crack seal, and painting. Design, Bid, and PM service were awarded to Jviation on 2/27/2023 by City Commission. Construction services for the runway 13-31 preservation will be bid out approximately 4th quarter of this calendar year and brought before City Commission for award.

Funding:

Source: FAA Grant Funds for 90% of project cost. Local match of 10% available under FD 501

Amount: FAA $1,405,716

Local Contribution if Applicable: $156,191

Recommendation:
Airport recommends approval of this item

Commission Pillar:
Infrastructure

Attachments:
1. BRO-SWG-3-48-0031-059-2023-Grant Agreement (part 1) - signed
2. BRO-SWG-3-48-0031-059-2023-Grant Agreement - audit
3. Grant 59 ARFF & RWY 13-31

U.S. Department of Transportation Federal Aviation Administration

Airports Division Southwest Region Texas

Texas Airports District Office: 10101 Hillwood Pkwy Fort Worth, TX 76177-1524

September 13, 2023

Jose Ruiz
Brownsville/South Padre Island Airport
700 Amelia Earhart Dr.
Brownsville, Texas 78521

Dear Mr. Ruiz:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-48-0031-059-2023 at Brownsville/South Padre Island International Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **October 13, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution

date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
    1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
    2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend $750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Michael Van Vliet, (817) 222-5132, Michael.e.van.vliet@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Jesse Carriger (Sep 13, 2023 15:08 CDT)

Jesse Carriger
ADO Manager
[ADO has discretion to delegate signature authority to Program Manager]

U.S. Department of Transportation Federal Aviation Administration

FY 2023 AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	September 13, 2023
Airport/Planning Area	Brownsville/South Padre Island International Airport
Airport Infrastructure Grant Number	3-48-0031-059-2023
Unique Entity Identifier	M8WMPQN9JAL1

TO: City of Brownsville
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated September 13, 2023, for a grant of Federal funds for a project at or associated with the Brownsville/South Padre Island International Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Brownsville/South Padre Island International Airport (herein called the "Project") consisting of the following:

- ARFF Vehicle Acquisition
- Runway 13-31 Preservation

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $1,405,716.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $ 0 for planning
   $ 1,405,716 airport development or noise program implementation; and,
   $ 0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the Grant only allowable costs incurred up to the end of the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any

funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before October 13, 2023, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds"

means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

    a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

    b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of BIL Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy American.** The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

    a. *Posting of contact information*.

1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

b. *Provisions applicable to a recipient that is a private entity*.

1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:

i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;

ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or

iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.

2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or

ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –

a) Associated with performance under this Grant; or

b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

c. *Provision applicable to a recipient other than a private entity*. We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –

1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –

i. Associated with performance under this Grant; or

ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 1200.

d. *Provisions applicable to any recipient*.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.

2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:

i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and

ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.

3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.

e. *Definitions*. For purposes of this Grant Condition:

1. "Employee" means either:

i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or

ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Force labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.

ii. Includes:

a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved

Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 12/28/2018 is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

    a. Prohibition of Reprisals

        1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (a)(2) below, information that the employee reasonably believes is evidence of:

            i. Gross mismanagement of a Federal grant;
            ii. Gross waste of Federal funds;
            iii. An abuse of authority relating to implementation or use of Federal funds;
            iv. A substantial and specific danger to public health or safety; or
            v. A violation of law, rule, or regulation related to a Federal grant.

        2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:

            i. A member of Congress or a representative of a committee of Congress;
            ii. An Inspector General;
            iii. The Government Accountability Office;
            iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
            v. A court or grand jury;
            vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
            vii. An authorized official of the Department of Justice or other law enforcement agency.

    b. Investigation of Complaints.

        1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

        2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

        3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

c. Remedy and Enforcement Authority.

1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).

26. **Prohibited Telecommunications.** Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)] and 2 CFR § 200.216.

SPECIAL CONDITIONS

27. **ARFF and SRE Equipment and Vehicles.** The Sponsor agrees that it will:

a. House and maintain the equipment in a state of operational readiness on and for the airport;

b. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;

c. Restrict the vehicle to on-airport use only;

d. Restrict the vehicle to the use for which it was intended; and

e. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.

28. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).

29. **Equipment Acquisition.** The Sponsor understands and agrees that any equipment acquired through this Grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

30. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

a. Follow the current version of FAA Advisory Circular 150/5380-6, “Guidelines and Procedures for Maintenance of Airport Pavements,” for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

i. Location of all runways, taxiways, and aprons;

ii. Dimensions;

iii. Type of pavement; and,

iv. Year of construction or most recent major rehabilitation.

2. Inspection Schedule.

i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

i. Inspection date;

ii. Location;

iii. Distress types; and

iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

31. **Mothers' Rooms.** As a small, medium or large hub airport, the sponsor certifies it is in compliance with 49 U.S.C. § 47107(w).

32. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Jesse Carriger (Sep 13, 2023 15:08 CDT)

(Signature)

Jesse Carriger

(Typed Name)

Manager, TX ADO

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated September 16, 2023

City of Brownsville

(Name of Sponsor)

Jose Ruiz (Sep 16, 2023 16:10 CDT)

(Signature of Sponsor's Authorized Official)

By: Jose Ruiz

(Typed Name of Sponsor's Authorized Official)

Title: Deputy Director, Development and Securi

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Guillermo (Will) Trevino , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Texas__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at September 16, 2023

By: Guillermo (Will) Trevino (Sep 16, 2023 18:51 CDT)

(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

   Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the

duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

a. 49, U.S.C. subtitle VII, as amended.

b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]

c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.

d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1], [2]

f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.[1]

g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.[1]

h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.

i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.

j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.

k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]

l. 49 U.S.C. § 303, (formerly known as Section 4(f))

m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.

n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).

p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.[1]

s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.[1]

t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.[1]

u. Copeland Anti-kickback Act - 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity[1]

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

f. Executive Order 12898 – Environmental Justice

g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency

h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government

i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation

j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[5] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such

performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of

residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security

equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere

with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

1. Operating the airport's aeronautical facilities whenever required;
2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the

providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all

revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
    1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
    2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
    1. eliminate such adverse effect in a manner approved by the Secretary; or
    2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (**City of Brownsville**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement

subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;

    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
    1. Reinvestment in an approved noise compatibility project;
    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under a Bipartisan Infrastructure Law grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf) for BIL projects as of September 13, 2023.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport

Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

    1. Describes the requests;
    2. Provides an explanation as to why the requests could not be accommodated; and
    3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

BRO-SWG-3-48-0031-059-2023-Grant Agreement

Final Audit Report 2023-09-16

Created:	2023-09-13
By:	FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnsWvXObtgoU1H9RR_l9XclX3kk3jrk4c

"BRO-SWG-3-48-0031-059-2023-Grant Agreement" History

Document created by FAA - AIP (9-AWA-ARP-Soar-CoreGroup@faa.gov)
2023-09-13 - 7:31:15 PM GMT- IP address: 155.178.180.12

Document emailed to jesse.carriger@faa.gov and kim.brockman@faa.gov for signature. One of them to sign
2023-09-13 - 8:00:35 PM GMT

Email viewed by jesse.carriger@faa.gov
2023-09-13 - 8:07:29 PM GMT- IP address: 166.137.115.9

Signer jesse.carriger@faa.gov entered name at signing as Jesse Carriger
2023-09-13 - 8:08:16 PM GMT- IP address: 166.137.115.9

Document e-signed by Jesse Carriger (jesse.carriger@faa.gov)
Signature Date: 2023-09-13 - 8:08:18 PM GMT - Time Source: server- IP address: 166.137.115.9

Document emailed to jose.ruiz@brownsvilletx.gov for signature
2023-09-13 - 8:08:20 PM GMT

Email viewed by jose.ruiz@brownsvilletx.gov
2023-09-13 - 9:41:28 PM GMT- IP address: 174.197.4.146

Email viewed by jose.ruiz@brownsvilletx.gov
2023-09-16 - 9:09:30 PM GMT- IP address: 174.197.6.23

Signer jose.ruiz@brownsvilletx.gov entered name at signing as Jose Ruiz
2023-09-16 - 9:10:29 PM GMT- IP address: 174.197.6.23

Document e-signed by Jose Ruiz (jose.ruiz@brownsvilletx.gov)
Signature Date: 2023-09-16 - 9:10:31 PM GMT - Time Source: server- IP address: 174.197.6.23

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Document emailed to will.trevino@brownsvilletx.gov for signature

2023-09-16 - 9:10:33 PM GMT

Email viewed by will.trevino@brownsvilletx.gov

2023-09-16 - 11:49:44 PM GMT- IP address: 174.197.14.75

Signer will.trevino@brownsvilletx.gov entered name at signing as Guillermo (Will) Trevino

2023-09-16 - 11:51:21 PM GMT- IP address: 174.197.14.75

Document e-signed by Guillermo (Will) Trevino (will.trevino@brownsvilletx.gov)

Signature Date: 2023-09-16 - 11:51:23 PM GMT - Time Source: server- IP address: 174.197.14.75

Agreement completed.

2023-09-16 - 11:51:23 PM GMT

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Brownsville South Padre Island International Airport

FAA GRANT 3-48-0031-059-2023
ARFF VEHICLE ACQUISITION & RUNWAY 13-31 PRESERVATION

Grant 3-48-0031-059-2023 will allow us to replace our aging ARFF vehicle and complete needed pavement maintenance on Runway 13-31.



The Rosenbaur ARF-16-1223 Vehicle was approved 1/17/2023 by City Commission.

Runway 13-31 Preservation Design, Bid, and PM service were awarded to Jviation on 2/27/2023 by City Commission. Construction services will be bid out and brought before City Commission when ready.



Total Cost for Projects under Grant 59: $1,561,907
FAA Funds $1,405,716 Local Match $156,191

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Doro Garcia, Public Works/Engineer Director
Date:	Tuesday, October 3, 2023
Agenda #:	Consideration and **ACTION** to award a subcontract agreement to Raba Kistner, Inc., for Environmental Information Document (EID) for the Culverts and Drainage Improvement Project at Various Locations throughout the City of Brownsville's Resacas, Brownsville, Cameron County, Texas. Funded by the Texas Water Development Board (TWDB) in the amount of $74,842.52 (#010-24-EPW). (Engineering & Public Works Department)

Summary:

The City of Brownsville is using funds provided by the Texas Water Development Board (TWDB) to construct twenty-one (21) SCADA monitoring and control stations located throughout the City's Resacas and drainage system to assist the City with stormwater controls and data collection. Proposed detention pond improvements will include constructing side-weir control structures with automated overflow controls at thirteen (13) detention pond areas. The weir and control structures will delay the rise in downstream flood elevations, thus extending the effectiveness of the drainage system during small rain events. In addition to the detention pond level contrail system, the project will also include the installation of water level and rainfall data collection points to be integrated with the City of Brownsville's flood model.

Project Scope and Analysis:

Raba Kirstner, Inc will conduct necessary desktop and field investigation in support of the preparation of a Federal Environmental Data Review (EDR) (TWDB-0801) using the latest version prescribed by the TWDB.

Funding:

Source: 807-8216-9159-03

Amount: $74,842.52

Local Contribution if Applicable:

Recommendation:

The City of Brownsville Engineering & Public Works Department recommends approval.

Commission Pillar:
Infrastructure

Attachments:
1. Procurement Analysis - Raba Kisner Inc. TWDB EID Culvert and Drainage Improvements project
2. Subcontract to master agreement Raba Kistner Culvert and Drainag_5581_1 (Legal Signature)
3. RABA PROPOSAL Culverts and Drainage Improvements Project Brownsville TWDB EID Proposal (74,842.52)

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Tuesday, September 26, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Doroteo Garcia, Engineering and Public Works Director

Subject: Agenda Item for the City Commission meeting of Tuesday, October 3, 2023 "Consideration and Action item for Engineering Services for the Professional Engineering Services for TWDB EID Culvert and Drainage Improvements Project"

At the request Mr. Doroteo Garcia., Engineering and Public Works Director , the Procurement Division requested to invoke the Texas Local Government Code Section §252.022-(4) **GENERAL EXEMPTION** (4) a procurement for personal, Professional, or Planning Services. Government Code Section §2251.001 (2) (B) (v). **PROFESSIONAL SERVICES**. (2) Professional Services (B) Provided in connection with the professional employment or practice of a person who is licensed or registered as: (v) a physician, including a surgeon.

PROCUREMENT SUMMARY: Raba Kistner Inc. is eligible under this procurement for the term of the contract as an Engineering Firm to provide Engineering and compliance services for the City of Brownsville Engineering and Public Works Department. (Exhibit A)

RESET

TO:	Mrs. Helen Ramirez, City Manager
FROM:	Carlos Lastra P.E., City Engineer
SUBJECT:	Proposal for TWDB EID Culvert and Drainage Improvemen
DATE:	9/20/2023
THROUGH:	Doroteo Garcia Jr., P.E., Engineering and Public Works Dire

PLEASE SELECT COMMISSION MEETING DATE 10/03/23

Executive Session *(City Attorney Only)*	Select	**Agenda**	**Ordinance**
Time Needed: Action Item:	Time Needed:	☐ Public Hearing ☐ Contract ☐ Grant ☐ Action ☐ Consent	☐ First Reading ☐ Second Reading

Information: Please include additional information/request.

Attached to this MEMO is a proposal from Raba Kistner, Inc., for TWDB EID Culvert and Drainage Improvements Project Various Locations throughout City of Brownsville's Resacas Brownsville, Cameron County Texas, for a total amount of $74,842.52.

Funding available from account #807-8216-9159-03

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

City Attorney	**Date Reviewed:** 09/27/2023	**By:** Guillermo S. L.
Comments:		
OD&HR Department	**Date Reviewed:**	**By:**
Comments:		
Finance Department	**Date Reviewed:**	**By:**
Comments:		

City Commission	**Assistant City Manager**	**Deputy City Manager**
Approved: ☐ Yes ☐ No	Approved: ☐ Yes ☐ No	Approved: ☐ Yes ☐ No
Date:	Initials: Date:	Initials: Date:

City Manager's Approval	
Signature:	**Date:**

AGREEMENT FOR ENGINEERING SERVICES FOR TWDB EID CULVERT AND DRAINGE IMPROVEMENTS PROJECT FOR VARIOUS LOCATION IN THE CITY OF BROWNSVILLE

010-24-EPW

This Agreement is entered into as of Friday, September 22, 2023, between THE CITY OF BROWNSVILLE ("CITY") And Raba Kistner Inc. ("CONTRACTOR").

1. Documents

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

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

ii. Master Agreement (Exhibit B)

iii. Certificate of Insurance (Exhibit C)

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

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

(b) Contractor will perform such services related to the Project in a diligent and workmanlike manner consistent with industry standards and in accordance with the schedule, if any, set forth in the Contract Documents.

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

3. Independent Contractor; Personnel

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

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

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

4. Term of Contract

Contractor is authorized to commence work under this contract upon execution of the agreement and with notice to proceed from the City. Contractor shall perform and complete its obligations herein in a prompt and continuous manner, so as to not delay the completion of the Project in accordance with the schedules as described in Exhibit A. This agreement shall remain effective for a period which may reasonably be required for the completion of the Project, acceptance by an authorized representative of the City, exhaustion of authorized funds, or termination as provided in this agreement, whichever occurs first.

5. Compensation.

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

(b) Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

6. Insurance.

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

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

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

i. Workers' Compensation and Employers' Liability Insurance

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

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

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

ii. Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

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

iii. Professional Liability Insurance

Professional Liability Insurance in the amount not less than the projected total amount of the assigned project. This coverage will be adjusted to reflect the scope of work for each project.

iv. Automobile Liability Insurance

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

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

7. Termination.

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

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

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

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

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

i. The nonperforming party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure.

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. Materiality and Waiver of Breach.

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

9. Indemnification by Consultant.

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

CONSULTANT AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7} BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS

TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN

DEFENSE COUNSEL ON ITS OWN BEHALF AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

10. Miscellaneous Provisions.

(a) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

(b) *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

(c) *No Waiver of Governmental Immunity.* NOTHING IN THIS SECTION SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

(d) *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.

(e) *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

(f) *Venue.* This Agreement and any and all matters arising directly or indirectly here from shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

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: Raba Kistner Inc.
800 East Hackberry
McAllen, TX. 78501

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

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

(g) *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

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

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

CITY OF BROWNSVILLE	CONTRACTOR
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

APPROVED AS TO FORM
AND LEGALITY

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

Proposal No. PSF23-272-00
September 15, 2023

RABA KISTNER

1244 Robinhood Drive, Suite 101
Brownsville, TX 78521

P 956.504.9777
F 956.504.9763
TBPE Firm F-3257

WWW.RKCI.COM

Mr. Carlos Lastra, P.E.
City Engineer
City of Brownsville
Engineering and Public Works Department
404 E. Washington Street
Brownsville, Texas 78521

RE: Proposal for TWDB EID
Culvert and Drainage Improvements Project
Various Locations throughout City of Brownsville's Resacas
Brownsville, Cameron County Texas

Dear Mr. Lastra:

As requested by the City of Brownsville Engineering and Public Works Department (CLIENT), **Raba Kistner, Inc. (RKI)** is pleased to submit this proposal for the above-referenced project. **RKI** understands the City of Brownsville is using funds provided by the Texas Water Development Board (TWDB) to the construct twenty-one (21) SCADA monitoring and control stations located throughout the City's Resacas and drainage system to assist the City with storm water controls and data collection. Proposed detention pond improvements will include the construction of side-weir control structures with automated overflow controls at thirteen (13) detention pond areas. The weirs and control structures will delay the rise in downstream flood elevations thus extending the effectiveness of the drainage system during small rain events. In addition to the detention pond level control system, the project will also include the installation of water level and rainfall data collection points to be integrated with the City of Brownsville's flood model.

I. SCOPE OF WORK

Task 1 Environmental Information Document (EID)

RKI will conduct necessary desktop and field investigations in support of the preparation of a Federal Environmental Data Review (EDR) (TWDB-0801) using the latest version prescribed by the TWDB. The EDR will:

- Follow TWDB's preferred report structure
- Discuss Direct impacts, Secondary impacts, and Cumulative impacts
- Include the following report items:
    - General Information
    - List of Attachments
    - Project Description (Preferred Action Alternative)
    - Alternative Analysis
        - No-Action Alternative
        - Alternative Not Selected
        - Selection of the Preferred Action Alternative

- Environmental Settings, Impacts and Mitigation
  - Land Use
  - Geology
  - Soils & Prime and Important Farmland
  - Water Resources (will include a waters of the U.S. [WOUS] delineation conducted in accordance with current federal delineation methodology including the 1987 U.S. Army Corps of Engineers [USACE] Wetland Delineation Manual and 2010 Regional Supplement for the Great Plains Region)
  - Topography and Floodplains
  - Wetlands, Streams, and Waters of the United States
  - Biological Elements
  - Cultural Resources (Desktop review only)
  - Hazardous Materials
  - Social Implications & Environmental Justice
  - Other Potential Impacts or Requirements
  - Secondary and Cumulative Impacts
  - Standard Mitigation, Precautionary Measures and Best Management Practices
  - Mitigation Measures
  - References
- Public Participation
  - Public meeting notice advertisement, prepare, coordinate, attend public meeting
  - Post-meeting documentation
    - Publisher's affidavit and a copy of the notice
    - Statement signed by applicant: meeting was held in conformance with the Public Meeting Notice.
    - List of witnesses
    - Public meeting summary report
- Agency Coordination (may include Bureau of Reclamation, Bureau of Land Management, Mayor, County Judge, Texas Parks and Wildlife Department Wildlife Habitat Assessment Program, Texas Historical Commission, United States Army Corps of Engineers, U.S. Department of Agriculture Natural Resources Conservation Service, others as needed)
- Certification
- Appendices

RKI will prepare one TPWD EID document for the projects (See **Section III**).

II. ITEMS/ACTIVITIES TO BE PROVIDED/CONDUCTED BY CLIENT

- Detailed project description and "Purpose and Need" for each project
- Property access (Right-of-Entry)
- Description of Alternatives considered and how sites were eliminated/selected (both projects)
- Any preliminary plans/schematics

III. DELIVERABLES

RKI will prepare a single EID for the projects.

IV. ASSUMPTIONS AND LIMITATIONS

- The alternative that will be considered in the report shall be the "Preferred Action" alternative. Although discussion will be included related to the earlier evaluation and selection of alternatives (to be provided by CLIENT), a detailed evaluation of additional alternatives is not included in this proposal.
- Any studies, field visits, or other activities requested by CLIENT or other parties that are not specifically referenced in this proposal are excluded from this scope of work. This may include additional agency coordination, additional public involvement events, environmental/cultural investigations or related reporting, etc.
- Hazardous materials will be assessed via an "informal site assessment" as described in TWDB-0801. A formal Phase I Environmental Site Assessment following ASTM standards is not included in this scope of work.
- No intrusive hazardous materials or cultural resource investigations are included in this scope of work.
- **RKI** will plan and conduct a single open-house style public meeting, which will present both projects to the public. This meeting will be supported by CLIENT.

V. COST AND DURATION

RKI will perform the above tasks for a **Lump Sum Fee of $74,842.52**.

We are prepared to begin work (desktop studies at a minimum) immediately after formal notice to proceed (signed contract) and receipt of all items to be provided by client in Section II above, and can complete this scope of work within 45 business days. Resource agencies have standard review times (generally 30-45 days) TWDB EID guidance prescribes a 30-day advance public notice for public meetings.

VI. ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project. This proposal and the attachments listed below constitute the contract between us. Please sign below as your acceptance of this contract and to authorize **RKI** to proceed with this project.

Attachment	Description
I	Standard Terms and Conditions
II	Schedule of Fees for Professional Services

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas.

RKI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER, INC.

Brady O'Neal, CPESC
Senior Project Manager
NEPA/Natural Resources

Brittney Davis, AICP, SNV SP
Director, Environmental Planning & Permitting

BON/BD/srw

Attachments:
I – Standard Terms and Conditions
II – Schedule of Fess for Professional Services

Copies Submitted: Above (1 Electronic PDF Copy)

Accepted By_____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Date)

APPROVED AS TO FORM AND LEGALITY

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

RABA KISTNER

STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.**

1.1 **RK.** Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 **CLIENT.** Person, entity or organization for which RK is rendering services regarding the Project.

1.3 **PROJECT.** The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 **CONTRACTOR.** Person, entity or organization providing construction services, including labor and material for the Project.

1.5 **SERVICES.** The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 **AGREEMENT.** RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans, specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work

or create a warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.

9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.

10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.

13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.

14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.

15. **LIMITATION OF LIABILITY, CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RICKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF $100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.**

16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.

17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If

CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.**

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

19. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.

RABA KISTNER

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

END OF EXHIBIT "A"

INDEPENDENT CONTRACTOR AGREEMENT
FOR A TERM CONTRACT FOR GEOTECHNICAL AND CONSTRUCTION MATERIAL TESTING SERVICE ON A PRE-APPROVED VENDOR LIST FOR STREET AND DRAINAGE IMPROVEMENT PROJECTS AND MISCELLANEOUS PROJECTS FOR THE CITY OF BROWNSVILLE
RFQ GTS-67-0622

This Agreement is entered into as of Tuesday, September 6, 2022, between THE CITY OF BROWNSVILLE ("CITY") and. Raba Kistner, Inc. ("CONTRACTOR").

1. Documents

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

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

ii. Term on Contract (Exhibit B)

iii. Required Contract Provisions (Exhibit C)

iv. Certificate of Insurance (Exhibit D)

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

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

(b) Contractor will perform such services related to the Project in a diligent and workmanlike manner consistent with industry standards and in accordance with the schedule, if any, set forth in the Contract Documents.

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

3. Independent Contractor; Personnel

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

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

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

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

4. Term of Contract

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

5. Compensation.

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

(b) Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City. All invoices deemed acceptable shall be paid within 45 days of delivery date or invoice date, whichever is later.

6. Insurance.

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

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

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

i. Workers' Compensation and Employers' Liability Insurance

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

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

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

ii. Commercial General Liability Insurance

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

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

This coverage must include, but not limited to:

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

iii. Professional Liability Insurance

Professional Liability Insurance in the amount not less than the projected total amount of the assigned project. This coverage will be adjusted to reflect the scope of work for each project.

iv. Automobile Liability Insurance

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

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

7. Termination.

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

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

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

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

(d) *Force Majeure.* The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion,

malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

i. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

ii. The excuse of performance is of no greater scope and of no longer duration than is reasonably necessary when considered in light of the Force Majeure;

iii. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

iv. The non-performing party uses its best efforts to remedy its inability to perform.

v. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of sixty (60) days, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

8. Materiality and Waiver of Breach.

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

9. Indemnification by Consultant.

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

CONSULTANT AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CONSULTANT'S UP-FRONT DEFENSE OBLIGATION SHALL

NOT APPLY TO THE EXTENT A CLAIM IS COVERED BY PROFESSIONAL'S PROFESSIONAL ERRORS AND OMISSIONS LIABILITY INSURANCE COVERAGE. IN SUCH EVENT, PROFESSIONAL SHALL REIMBURSE CITY'S DEFENSE COSTS TO THE EXTENT SUCH CLAIM IS CAUSED BY PROFESSIONAL. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7} BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN

DEFENSE COUNSEL ON ITS OWN BEHALF AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

10. Miscellaneous Provisions.

(a) *Successors and Assigns.* All of the provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, if any, successors, and assigns.

(b) *Choice of Law.* The laws of the state of Texas shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

(c) *No Waiver of Governmental Immunity.* NOTHING IN THIS SECTION SHALL BE CONSTRUED TO WAIVE CITY'S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

(d) *Assignment.* Contractor shall not assign any of Contractor's rights under this Agreement, or delegate the performance of any of Contractor's duties hereunder, without the prior written consent of the City.

(e) *Modification or Amendment.* No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.

(f) *Venue.* This Agreement and any and all matters arising directly or indirectly herefrom shall be governed by and construed and enforced in accordance with the Laws of the State of Texas, with the Federal and State Courts of Cameron County, Texas having jurisdiction. (b) If at any time there is a dispute between or among the Parties with respect to any matter arising directly or indirectly from this Agreement (an "Agreement Matter"), the Parties agree that, prior to seeking judicial remedy, they will engage in face-to-face negotiations in an attempt to resolve such dispute and shall, upon failing to negotiate a mutually satisfactory resolution, choose a mutually agreeable neutral third party to mediate such dispute. Mediation shall be non-binding and shall be confidential.

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: Raba Kistner Inc.
1244 Robinhood Drive, Suite 101
Brownsville, TX, 78521

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

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

(g) *Entire Understanding.* This document and any exhibit attached constitute the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

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

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

CITY OF BROWNSVILLE

Signature: _____

Print Name: Trey Mendez

Title: Mayor

Date: 10/02/2022

CONTRACTOR

Signature: _____

Print Name: Katrin Leonard, P.E.

Title: Vice President

Date: August 26, 2022

Exhibit A

City of Brownsville Geotechnical Fee Schedule

Item Description	Unit	Rate	Raba Kistner Comments
CMT SERVICES - (Plasticity Index)	ea	$ 106.00	
CMT SERVICES - Standard Proctor (Moisture-Density Relationship)	ea	$ 291.00	it includes a single proctor test
CMT SERVICES - In-place Density Tests	ea	$ 78.00	
CMT SERVICES - In-place asphalt cores (min. 3) 2" diameter	ea	$ 118.00	
CMT SERVICES - In-place asphalt cores (min. 3) 4" diameter	ea	$ 135.00	
CMT SERVICES - Compressive Strength Concrete Cyl (Incl. tech time, Min. 4)	ea	$ 59.00	
CMT SERVICES - Technician Standy-by Time	hr	$ 62.00	
CMT SERVICES - Trip Charge	ea	$ 31.25	
CMT SERVICES - Cylinder pick-up trip charge	ea	$ 41.25	
CMT SERVICES - Concrete Coring (4" diameter, Min. 4)	ea	$ 260.00	
CMT SERVICES - Sieve Analysis	ea	$ 118.75	
CMT SERVICES - Grout Compressive Strenght (4 Min)	ea	$ 62.00	
CMT SERVICES - Texas Triaxial	set	$ 1,953.25	
ASPHALT TESTING-Extraction –Gradation	ea	$ 245.50	
ASPHALT TESTING-Molding of Sample (Min. 3)	set	$ 80.25	
ASPHALT TESTING-Stability (Min. 3)	set	$ 109.25	
ASPHALT TESTING-Asph Mix Des (Haveem Method)	set	$ 2,808.50	includes weighing and mixing raw asphaltic material, and performing lab testing assosciated with that mix design
ASPHALT TESTING-Lab. Molded Specific Gravity	ea	$ 27.00	
ASPHALT TESTING-Specific Gravity of Cored Samples	ea	$ 27.00	
ASPHALT TESTING-Rolling Pattern (2 HR Max. w/densities)	hr	$ 283.50	includes 2 hrs of technician time and a total of three field densities
EXISTING PAV INVESTIGATION - Core Exist Asph Pav: (Min. 3) Asphalt thickness, Caliche Base PI, Caliche Base Gradation, Subgrade PI	ea	$ 773.50	
GEO TECH LAB SERVICE -% Passing No. 200 Sieve	ea	$ 71.75	

GEO TECH LAB SERVICE-Moisture Content	ea	$ 13.25	
GEO TECH LAB SERVICE-Mortar Cube Compressive Strength (min.6)	ea	$ 49.00	
GEO TECH LAB SERVICE-Optimum Lime (PI)	ea	$ 424.00	
GEOTECH FIELD SRVC - Soil Test Boring 0 – 50 feet	ea	$ 15.50	
GEOTECH FIELD SRVC - Soil Test Boring 50 – 100 feet	ea	$ 17.50	
GEOTECH FIELD SRVC - Soil Test Boring, Wet Rotary	ea	$ 17.50	
GEOTECH FIELD SRVC - TxDOT-Texas Cone Penetrometer Test	ea	$ 25.50	
GEOTECH FIELD SRVC - Field Logging Services	hr	$ 62.00	
GEOTECH FIELD SRVC - Field Coordination	hr	$ 144.75	
GEOTECH FIELD SRVC - Mobilization (Lump Sum)	ea	$ 295.25	
GEOTECH FIELD SRVC - Concrete/Asphalt Pavement Patch	ea	$ 50.75	
GEOTECH FIELD SRVC - Plugging of Holes	ft	$ 7.00	
GEOTECH FIELD SRVC - Stand-by Time	hr	$ 186.00	
GEOTECH FIELD SRVC - Standard Penetration Test (SPT)	ea	$ 14.25	
GEOTECH FIELD SRVC - Shelby Tube Un-Disturbed Samples	ea	$ 14.25	
GEOTECH LAB SRVC - Sand Equivalent	ea	$ 113.25	
GEOTECH LAB SRVC - Linear Shrinkage	ea	$ 146.50	
GEOTECH LAB SRVC - PH	ea	$ 65.50	
GEOTECH LAB SRVC - Resistivity	ea	$ 335.25	
GEOTECH LAB SRVC - PH and Resisitivity	ea	$ 398.00	includes a pH and a resistivity test
GEOTECH LAB SRVC - Optimum Lime (pH)	ea	$ 327.75	
GEOTECH LAB SRVC - Max. Theo. Specific Gravity	ea	$ 131.00	
GEOTECH LAB SRVC - Specific Gravity	ea	$ 118.75	
GEOTECH LAB SRVC - Loose Unit Weight	ea	$ 41.00	
GEOTECH LAB SRVC - Rodded Unit Weight	ea	$ 41.00	
GEOTECH LAB SRVC - Split Tensile Strength of Concrete Cylinder (min. 2)	ea	$ 66.00	
GEOTECH LAB SRVC - Sawing of Cylinder Ends (Prep.)	ea	$ 17.00	
GEOTECH LAB SRVC - Wet Ball Mill	ea	$ 298.00	includes a single wet ball testing
GEOTECH LAB SRVC - Sulfate Content	ea	$ 112.50	

GEOTECH LAB SRVC - Corrositivity (pH, Resistivity, Sulfate & Chloride)	ea	497.25	includes pH, resistivity, sulfate and chloride content determination
GEOTECH LAB SRVC - Sieve Analysis (Up to No. 40 Sieve)	ea	71.75	
GEOTECH LAB SRVC - Hydrometer	ea	$ 392.75	
GEOTECH LAB SRVC - Sieve and Hydrometer (All Sieves)	ea	$ 511.25	
GEOTECH LAB SRVC - Unit Dry Weight (Density)	ea	$ 41.00	
GEOTECH LAB SRVC - Constant Head Permeability, In Situ	min	$ 3,000.00	
GEOTECH LAB SRVC - Unconfined Compression (Soil)	ea	$ 62.00	
GEOTECH LAB SRVC - Triaxial Compression, UU (Multi-Stage -Revised)	ea	$ 401.50	
GEOTECH LAB SRVC - Triaxial Compression, CD	ea	$ 673.25	
GEOTECH LAB SRVC - Direct Shear, UU	ea	$ 318.75	
GEOTECH LAB SRVC - Consolidation	ea	$ 826.75	includes a single consolidation test with the hyteresis loop
GEOTECH LAB SRVC - Swell Test, (Method A - Revised)	ea	$ 1,464.50	includes a single swell test Method A
GEOTECH LAB SRVC - Swell Test, (Method B - Revised)	ea	$ 257.50	
LAB TEST - Flexural Strength of Concrete Beams (Min. 3)	ea	$ 56.75	
LAB TEST - California Bearing Ratio (CBR)	set	$ 1,138.50	
ENGINEERING SERVICES - P.E.	hr	$ 195.00	
ENGINEERING SERVICES - E.I.T., Graduate Engineer	hr	$ 130.00	
ENGINEERING SERVICES - Draftsmen	hr	$ 101.50	
ENGINEERING SERVICES - Clerical	hr	$ 63.75	
ENGINEERING SERVICES - Technician	hr	$ 62.00	
ENGINEERING SERVICES - Geologist	hr	$ 135.75	
ENGINEERING SERVICES - Administrative Fee	hr	$ 63.75	
ENGINEERING SERVICES - Prof. Inspection (Welding, Steel, Etc.)	hr	$ 141.50	
ENGINEERING SRVC - PEIZOMETER/MONITORING WELL -	min	$ 3,000.00	
ENGINEERING SRVC - FLOOR FLATNESS TESTING -	min	$ 1,000.00	
ENGINEERING SRVC - CONSTANT HEAD PERMEABILITY, UNDISTURBED -	min	$ 3,000.00	

Exhibit B

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

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of March 28, 2022.**

All Contracts

THRESHOLD	PROVISION	CITATION
>$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows:	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

	(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or	

	suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the recipientring agency in the discharge of the agency's primary responsibility for securing compliance. The recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or	

	suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>$10,000,000 for ARPA but State Provision Applies at any amount. Applies to all public works projects	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $10,000,00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II I

None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended – Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200

		APPENDIX II (L)
>$10,000	An NFE (non-Federal Entity) that is a state agency or an agency of a political subdivision of a state, and the NFE's contractors must comply with Section 6002 of the Solid Waste Disposal Act.56 Applicable NFEs must include a contract provision requiring compliance with this requirement.57 This includes contracts awarded by a state agency or political subdivision of a state and its contractors for certain items, as designated by the EPA, with a purchase price greater than $10,000.58 Indian Tribal Governments and nonprofit organizations are not required to comply with this provision. Additional requirements are listed below.	2 CFR 200.323
None	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: a. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; b. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or c. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.	2 CFR 200.216
None	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322(a)(b)(1) (2)

None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	2 CFR 200.321

None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	2 CFR 200.334

None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 806.051, 807.051, or 2252.153.The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 2252.151(2) of the Texas Government Code.	Texas Government Code 2252.152
>$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.	Texas Government Code 2271
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of ARPA funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

Insert System for Award Management (SAM) Record Search for company name and company principal

(Supplied by Proposal Responder/Bidder i.e. Vendor)

Entity Information

Status **Active**

Your registration was activated on 2021-11-17. It expires on 2022-11-15 which is one year after you submitted it for processing.

Company Name **Raba Kistner, Inc.**

DUNS Unique Entity ID **061174181**

Core Data	**Assertions**	**Reps & Certs**	**POCs**	**Submit**	**Processing**	**Active**
Completed	Completed	Completed	Completed	Completed	Completed	Completed

More About

- Getting Started with Registration
- Entity Status Guide
- Legend
- What if my entity fails TIN validation?
- What if my entity fails CAGE validation?
- Help?

Conflict of Interest Questionnaire – Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	**OFFICE USE ONLY** Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Raba Kistner, Inc.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

No Known Conflicts.

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

7/1/2022

Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

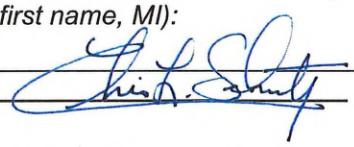
Instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract __A__ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application __A__ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: __X__ Prime _____ Subawardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: Raba Kistner, Inc. 12821 W. Golden Lane San Antonio, Texas 78249 **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** none CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount,** *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**  **Print Name:** Chris L. Schultz, PE **Title:** CEO **Telephone No.:** 210-699-9090 **Date:** 7/1/2022
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

End of Exhibit "B"

EXHIBIT "C"

INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the City of Brownsville Contract Agreement and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

1. **Workers' Compensation and Employers' Liability Insurance**

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

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

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

2. **Commercial General Liability Insurance**

   Covering premises-operations, products-completed operations, independent contractors and contractual liability, with a combined single limit bodily injury/property damage of $1,000,000. This coverage must include, but not be limited to:

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

3. **Automobile Liability Insurance**

   Covering all owned, hired and non-owned automobile equipment with the following Limits:

   1. Bodily injury

      $250,000 each person,

      $500,000 each occurrence

   2. Property damage

      $100,000 each occurrence

END OF EXHIBIT "C"

Proposal No. PSF23-272-00
September 15, 2023

RABA KISTNER

1244 Robinhood Drive, Suite 101
Brownsville, TX 78521

P 956.504.9777
F 956.504.9763
TBPE Firm F-3257

WWW.RKCI.COM

Mr. Carlos Lastra, P.E.
City Engineer
City of Brownsville
Engineering and Public Works Department
404 E. Washington Street
Brownsville, Texas 78521

RE: Proposal for TWDB EID
Culvert and Drainage Improvements Project
Various Locations throughout City of Brownsville's Resacas
Brownsville, Cameron County Texas

Dear Mr. Lastra:

As requested by the City of Brownsville Engineering and Public Works Department (CLIENT), **Raba Kistner, Inc. (RKI)** is pleased to submit this proposal for the above-referenced project. **RKI** understands the City of Brownsville is using funds provided by the Texas Water Development Board (TWDB) to the construct twenty-one (21) SCADA monitoring and control stations located throughout the City's Resacas and drainage system to assist the City with storm water controls and data collection. Proposed detention pond improvements will include the construction of side-weir control structures with automated overflow controls at thirteen (13) detention pond areas. The weirs and control structures will delay the rise in downstream flood elevations thus extending the effectiveness of the drainage system during small rain events. In addition to the detention pond level control system, the project will also include the installation of water level and rainfall data collection points to be integrated with the City of Brownsville's flood model.

I. SCOPE OF WORK

Task 1 Environmental Information Document (EID)

RKI will conduct necessary desktop and field investigations in support of the preparation of a Federal Environmental Data Review (EDR) (TWDB-0801) using the latest version prescribed by the TWDB. The EDR will:

- Follow TWDB's preferred report structure
- Discuss Direct impacts, Secondary impacts, and Cumulative impacts
- Include the following report items:
    - General Information
    - List of Attachments
    - Project Description (Preferred Action Alternative)
    - Alternative Analysis
        - No-Action Alternative
        - Alternative Not Selected
        - Selection of the Preferred Action Alternative

- Environmental Settings, Impacts and Mitigation
  - Land Use
  - Geology
  - Soils & Prime and Important Farmland
  - Water Resources (will include a waters of the U.S. [WOUS] delineation conducted in accordance with current federal delineation methodology including the 1987 U.S. Army Corps of Engineers [USACE] Wetland Delineation Manual and 2010 Regional Supplement for the Great Plains Region)
  - Topography and Floodplains
  - Wetlands, Streams, and Waters of the United States
  - Biological Elements
  - Cultural Resources (Desktop review only)
  - Hazardous Materials
  - Social Implications & Environmental Justice
  - Other Potential Impacts or Requirements
  - Secondary and Cumulative Impacts
  - Standard Mitigation, Precautionary Measures and Best Management Practices
  - Mitigation Measures
  - References
- Public Participation
  - Public meeting notice advertisement, prepare, coordinate, attend public meeting
  - Post-meeting documentation
    - Publisher's affidavit and a copy of the notice
    - Statement signed by applicant: meeting was held in conformance with the Public Meeting Notice.
    - List of witnesses
    - Public meeting summary report
- Agency Coordination (may include Bureau of Reclamation, Bureau of Land Management, Mayor, County Judge, Texas Parks and Wildlife Department Wildlife Habitat Assessment Program, Texas Historical Commission, United States Army Corps of Engineers, U.S. Department of Agriculture Natural Resources Conservation Service, others as needed)
- Certification
- Appendices

RKI will prepare one TPWD EID document for the projects (See **Section III**).

II. ITEMS/ACTIVITIES TO BE PROVIDED/CONDUCTED BY CLIENT

- Detailed project description and "Purpose and Need" for each project
- Property access (Right-of-Entry)
- Description of Alternatives considered and how sites were eliminated/selected (both projects)
- Any preliminary plans/schematics

III. DELIVERABLES

RKI will prepare a single EID for the projects.

IV. ASSUMPTIONS AND LIMITATIONS

- The alternative that will be considered in the report shall be the "Preferred Action" alternative. Although discussion will be included related to the earlier evaluation and selection of alternatives (to be provided by CLIENT), a detailed evaluation of additional alternatives is not included in this proposal.
- Any studies, field visits, or other activities requested by CLIENT or other parties that are not specifically referenced in this proposal are excluded from this scope of work. This may include additional agency coordination, additional public involvement events, environmental/cultural investigations or related reporting, etc.
- Hazardous materials will be assessed via an "informal site assessment" as described in TWDB-0801. A formal Phase I Environmental Site Assessment following ASTM standards is not included in this scope of work.
- No intrusive hazardous materials or cultural resource investigations are included in this scope of work.
- **RKI** will plan and conduct a single open-house style public meeting, which will present both projects to the public. This meeting will be supported by CLIENT.

V. COST AND DURATION

RKI will perform the above tasks for a **Lump Sum Fee of $74,842.52**.

We are prepared to begin work (desktop studies at a minimum) immediately after formal notice to proceed (signed contract) and receipt of all items to be provided by client in Section II above, and can complete this scope of work within 45 business days. Resource agencies have standard review times (generally 30-45 days) TWDB EID guidance prescribes a 30-day advance public notice for public meetings.

VI. ACCEPTANCE

We appreciate the opportunity of submitting this proposal and look forward to working with you in the development of this project. This proposal and the attachments listed below constitute the contract between us. Please sign below as your acceptance of this contract and to authorize **RKI** to proceed with this project.

Attachment	Description
I	Standard Terms and Conditions
II	Schedule of Fees for Professional Services

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Bexar County, Texas.

RKI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER, INC.

Brady O'Neal, CPESC
Senior Project Manager
NEPA/Natural Resources

Brittney Davis, AICP, SNV SP
Director, Environmental Planning & Permitting

BON/BD/srw

Attachments:
I – Standard Terms and Conditions
II – Schedule of Fess for Professional Services

Copies Submitted: Above (1 Electronic PDF Copy)

Accepted By_____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

_____
(Date)

APPROVED AS TO FORM AND LEGALITY

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

RABA KISTNER

STANDARD TERMS AND CONDITIONS

1. **DEFINITIONS.**

1.1 **RK.** Raba Kistner, Inc., and / or one of its subsidiaries (Project Control of Texas, Inc. or PC Sports, Inc.) that is being engaged to provide the services to CLIENT in connection with the delivery of the proposal to which these Standard Terms and Conditions relate.

1.2 **CLIENT.** Person, entity or organization for which RK is rendering services regarding the Project.

1.3 **PROJECT.** The activity, venture, plan, building, site or investigation for which CLIENT has engaged RK to provide professional services.

1.4 **CONTRACTOR.** Person, entity or organization providing construction services, including labor and material for the Project.

1.5 **SERVICES.** The professional services to be performed by RK as set forth in the proposal or Agreement to which the Standard Terms and Conditions are attached.

1.6 **AGREEMENT.** RK's proposal accepted by CLIENT and these Standard Terms and Conditions which are incorporated into and made a part of the Agreement.

2. **SERVICES.** RK is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.

3. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.

4. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT's contractors, subcontractors, or other parties present at the site.

5. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling, or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.

6. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may require renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith attempt to renegotiate the terms of the agreement affected by the changed conditions. If changes cannot be agreed to with respect to the changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.

7. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if CLIENT delegates such responsibility to Contractor) for notifying and scheduling RK to perform these services. RK shall not be responsible for the quality and completeness of contractor's work or Contractor's adherence to the project plans, specifications and other related documents. RK's performance of testing and observation services shall not relieve Contractor in any way from responsibility for defects discovered in Contractor's work

or create a warranty or guarantee on the part of RK. CLIENT acknowledges that RK will not supervise or direct the work performed by Contractor or its subcontractors and is not responsible for their means and methods.

8. **ESTIMATE OF FEES FOR SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because Contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment for all services provided, including retests of areas or samples that failed to meet Project specifications. The Estimate of Fees is valid for a period of 60 days after RK's proposal is submitted to CLIENT. If RK's proposal is not accepted by CLIENT within 60 days after it is submitted to CLIENT, RK may modify the Estimate of Fees.

9. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided they are reproduced in their entirety. Reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution of RK's reports shall be at the CLIENT's sole risk and without liability to RK.

10. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT's possession or knowledge related to the potential or presence of toxic or hazardous materials or pollutants at the Project site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while RK is performing its services, RK reserves the right to stop field operations and notify CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

11. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.

12. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.

13. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.

14. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.

15. **LIMITATION OF LIABILITY, CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RICKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF $100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARLESS OF CAUSE(S) OR THE THEORY OF LIABILITY.**

16. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.

17. **SUSPENSION OF SERVICES.** If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to CLIENT. RK shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension. Upon payment in full by CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party. CLIENT shall not make any changes to RK's banking and deposit information or payment instructions unless CLIENT communicates the requested changes to RK orally and in writing and obtains written confirmation from an RK officer that the requested changes are legitimate and authorized by RK. If

CLIENT makes a payment to a third party instead of to RK based on an unauthorized request to CLIENT for a change to RK's banking and deposit information or payment instructions and without obtaining written confirmation of the change from RK, CLIENT will remain liable to RK for payment of the amount of the unauthorized payment.

18. **OWNERSHIP OF DOCUMENTS.** RK's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. **THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT. ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK. CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM, OR ALLEGEDLY ARISING FROM, OR IN ANY WAY CONNECTED WITH, THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF RK REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.**

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In addition, RK shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

19. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.

RABA KISTNER

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

PERSONNEL:

Principal	$135 to $250/hour
Professional	$70 to $200/hour
Auto Cad Operator	$65 to $110/hour
Technical/Clerical/Administrative	$40 to $80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a $10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at $1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at $70.00 per day, plus $1.00 per mile over 50 miles per day. Copies will be charged at $0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Felix Sauceda, Jr., Police Chief
Date:	Tuesday, October 3, 2023
Agenda #:	Consideration and **ACTION** to award a term contract for multifunction copier service to the City of Brownsville Police Department in the amount of $34,988.64, as budgeted. (Brownsville Police Department)

Summary:
Consideration and **ACTION** to award a term contract for multifunction *copier* service to the City of Brownsville Police Department as budgeted. (Brownsville Police Department)

Project Scope and Analysis:
Multifunction Copier Service Term Contract

Funding:

Source: 01-310-752

Amount: $34,988.64

Local Contribution if Applicable:

Recommendation:
Staff Recommend Approval

Commission Pillar:
Public Safety

Attachments:
1. Procurement Analysis - Copyserv Inc

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Thursday, September 28, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Procurement and Contract Manager
Mr. Felix Sauceda, Police Chief

Subject: Agenda Item for the City Commission meeting of Tuesday, October 3, 2023 "Consideration and Action to execute a 3-year contract with Copyserv for the lease of multiple copiers for Brownsville Police Department."

At the request of Mr. Felix Sauceda, Police Chief, the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **DIR** #DIR-CPO-4435 .

Sec. 791.025. CONTRACTS FOR PURCHASES. (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

Ricoh USA, Inc. has a contract with Texas DIR and has listed Copyserv Inc. as an official reseller of their product

PROCUREMENT SUMMARY: Copyserv Inc is eligible under this procurement for the lease of multiple copiers for Brownsville Police Department in the amount of **$104,965.92**. **(Exhibit A)**

Exhibit A

LANIER
Authorized Dealer

COPYSERV

1900 S. SALINAS BLVD. DONNA TEXAS 78537
PH# 956-461-3793 FAX# 956-464-7788

PROPOSAL

Date 9/13/2023

CUSTOMER:				CONTRACT INFORMATION							
Name: **BROWNSVILLE PD**				Equipment		Contract Type					
Address: **600 E. JACKSON**				Make: Ricoh		# of Months Warranty	Yearly Payment	**$34,988.64**	plus tax if applicable		
City: **Brownsville**				Model:		12	Terms	**3**	Year		
State: **TEXAS**	Zip: **78520**	County:		New	X	X Rental	Clicks Included	**864,000**		Mo	
Telephone Number:		Cameron		Used		X Lease			X	Yr	
						Purchase	**Included Color**	300,000		**Mo**	
				Refur.		Other			X	**Yr**	
Machine Location	Name:					Excess Click Charge B/W	0.009	Color	0.065		
	Address:			Name of Contact:		PAUL CANTU					
	City:			Special Agreement:		TEXAS DIR-CPO-4435 CONTRACT					
	State:	Zip:		THIS QUOTE IS A 3 YEAR CONTRACT 1 OF 3 YEAR							

Start Date	Customer PO Number	Req. Delivery Date	Via	Invoice #
9/13/2023				

Quantity	Description	ID #	Serial No.	Each	Sale Price
12	RICOH B/W AND COLOR UNITS W/PRINT SCAN				
3	COLOR LASER PRINTS				
9	RICOH/HP LASER PRINTER				
1	YEARLY SERVICE OCT. 01-2023 TO SEPT. 31-2024 1 of 3 YEARS				
	INSTALLATION CHARGE				
	DOWN PAYMENT				

GUARANTEE MAINTENANCE AGREEMENT	X	Yes	**SUBTOTAL**	
		No	TRADEIN ALLOWANCE MAKE : MODEL:	
			TOTAL	
			8.25% SALES TAX EXEMPT #	
			TOTAL	
			DOWN PAYMENT	
			BALANCE	

Copier Premium Coverage Includes parts, labor and supplies and printing problems. Excludes paper, staples. network problems, Acts of Nature, abuse or negligence are also not included

Special Instructions: QUOTE IS VALID FOR 60 DAYS
YEARLY SERVICE FROM OCT.- 01-2023 TO SEPT. -31-2024
1 of 3 YEARS

Representative: RAMIRO LERMA

Legal Name of Customer		Customer Signature	Date
		X	

MAINTENANCE AGREEMENT

LANIER AUTHORIZED DEALER Muratec

COPYSERV
1900 S. Salinas Blvd
Donna, Texas 78537
PH#(956)461-3793
Fax# (956)464-7788
www.copyserv.net

Bill To: **BROWNSVILLE PD**
Address: **600 E. JACKSON** Equipment Location:
City: **Brownsville**
State: **TEXAS** Zip: **78520** TEXAS 78520

Make	Model	ID#	Serial #	Starting Meter	Allowance
Ricoh					864,000

Special Agreements:

Contract Dates			
Number of Months	12		
Starting Date	09/13/2023		
Ending Date	09/12/2024		
Rate Per Click		Color	
After Allowance	0.0090	Color	0.0650
Plan			Included in lease plan
8.25 % Tax			
Total			

Copycare Agreement Plan

[X] **Full Service Maintenance Plan**: Includes all part, labor, travel time and supplies (toner, drum, developer, etc.) Excludes paper and staples.

[ ] **Maintenance Plan**: Includes all part, labor and travel time. (No supplies).

[ ] **Labor Agreement Plan:** Includes all labor and travel time only.

TERMS AND CONDITIONS

1 During the term hereof Copyserv will repair replace in accordance with the terms and condition of this contract and part of the equipment which becomes unserviceable due to normal usage (other than consumable supplies). Replacement parts will be furnished on and exchange basis and will be original manufacturer parts, all parts removed due to replacement will become the property of Copyserv. Maintenance services provided by Copyserv under this contract do not include the following:

a) Repairs resulting from misuse (including without limitation improper voltage or the use of supplies that do not conform to the manufacturer's specification).

b) Repairs made necessary by service performed by persons other then Copyserv,

c) Additional service calls or work which the customer requests to be performed outside regular business hours,

d) Provision or replacement of consumable supplies such as paper of toner unless otherwise stated on front of contract,

e) Cosmetic repairs (doors, trays, panels, etc.)

d) fire, vandalism, civil disobedience riots and acts of God. (etc.)

2 Maintenance services as described in paragraph I hereof will be provided by Copyserv technicians at the customer's place of business where the equipment is located, indicated on the face hereof, Monday through Friday except holidays during the hours 8:00 a.m. to 5:00 p.m. Preventive maintenance for the equipment will be provided as determined by Copyserv. All emergency maintenance will be responded to within 4 business hour of the notification by customer that the equipment is inoperative.

3 Customers agrees to provide a suitable place for use (including suitable electric service) as specified by the manufacturer. Customer will provide adequate facilities for use by maintenance personnel in connection with the maintenance of the equipment as described in paragraph I hereof These facilities will be within a reasonable distance of the equipment to be serviced and will provided at no charge. Customer will provide a key operator for the equipment for each shift of operation and make available operators for instruction in use and care of the equipment. Supplies for use with the equipment will be provided by customer and well meet the manufacturer's specifications. (if not covered by MA). The customer agrees upon completion of performance guarantee to pay for refurbishing of equipment, the cost of which will not exceed the cost of a one year maintenance contract (at the prevailing rates), if maintenance contract coverage is to continue.

4 This contract will become effective as the effective date indicated on the face hereof upon acceptance by Copyserv and continue in affect for each unit of equipment until the expiration of the time or copy limit Indicated on face hereof at such expiration this contract will renew automatically for a period equal to the original term, at the prevailing rates for maintenance charges at the time of such renewal, unless terminated by customer "In writing" thirty (30) days prior to expiration.

APPROVED AS TO FORM AND LEGALITY
Guillermo (Will) S. Trevino
City Attorney
City of Brownsville, Texas

Copyserv Approval Signature: X Customer Signature: Date

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, October 3, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-020**, to rezone from Residential Transition (R-3) and Light Industrial (LI) to Commercial Corridor (CC) to allow a commercial plaza and multi-family development for Lots 2 and 3, Block 2, Dana Eight-O-Two Subdivision, Section 2, Cameron County, Texas, located at 3271 Ruben M. Torres, Brownsville, Texas 78526, as shown in Exhibit "A". (District 2) (Planning & Redevelopment Department)

Summary:

Property owner, Parshottam Sojitra, proposes to change the Zoning Designation for Lots 2 and 3, Block 2, Dana Eight-O-Two Subdivision, Section 2, Cameron County, Texas, located at 3271 Ruben M. Torres, Brownsville, Texas 78526. The applicant requests to rezone the subject property from Residential Transition (R-3) and Light Industrial (LI) to Commercial Corridor (CC) for the purpose of establishing a multi-family development and a commercial plaza.

The predominant land use in the surrounding area is commercial business. Additional uses, such as undeveloped land, single-family dwelling, and multi-family development are also present within proximity of the subject property.

The property is located within the Transition Central District and Town Corridor. The proposed zoning/use is consistent with the Future Land Use Map.

Project Scope and Analysis:

The subject property consists of approximately 7.77-acres located in north Brownsville. As stated, this property will be site to a mixed-use development comprised of multi-family and commercial components. Abutting to either side of the subject property, a multi-family development and commercial business already exists. The applicant is requesting a zoning reclassification due to the current zoning (LI) only allowing industrial related uses. The requested (CC) zoning would permit the proposed use.

Staff finds that the proposed zoning designation would be appropriate for the area.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on September 7, 2023. The Planning and Zoning Commission approves this rezoning from Residential Transition (R-3) and Light Industrial (LI) to Commercial Corridor (CC).

The item was approved by City Commission at 1st Reading on September 19th, 2023.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-020

STAFF REPORT

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

APPLICATION DETAILS

Applicant/Representative: Parshottam Sojitra
Property Address: 3271 Ruben M. Torres Boulevard
Application Type: Rezone
Current Zoning: Residential Transition (R-3) and Light Industrial (LI)
Application Date: August 3, 2023
CC Meeting Dates: 1st – September 19, 2023/ 2nd – October 3, 2023
Overlay(s): N/A
No. of Mail-outs: 13

Geo ID: 74-5510-0020-0020-00 & 74-5510-0020-0030-00
Case No.: 235-2023-020
Proposed Use: Multifamily and Retail Development
Proposed Zoning: Commercial Corridor (CC)
P&Z Date: September 7, 2023
Electoral District: 2
Annexation Year: 1991
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: Lots 2 and 3, Block 2, Dana Eight-O-Two Subdivision, Section 2, Cameron County, Texas, located at 3271 Ruben M. Torres Boulevard, Brownsville, Texas 78526.
Roadway Frontage: The subject property is fronting Ruben M. Torres Boulevard, a primary arterial.
Predominant Land Use: The predominant land use within the area is Commercial Business.

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

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

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Single-Family (R-1)
East: Residential Single-Family (R-1), Residential Transition (R-3), Commercial Corridor (CC), and Light Industrial (LI)
South: Agricultural (AG), Residential Single-Family (R-1), and Commercial Corridor (CC)
West: Residential Single-Family (R-1) and Residential Transition (R-3)

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

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Town Corridor and Transition Central District. Land uses in the Town Corridor are primarily residential, with small clusters of commercial land uses. Residential land uses should be primarily single family with attached townhomes and some larger lots with an average density of 3 dwelling units per acre. The Central Transition District is comprised of more industrial uses with an average density of 2 dwelling units per acre, consisting mainly of 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 with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Residential Transition (R-3) and Light Industrial (LI) to Commercial Corridor (CC).


SUBJECT PROPERTIES
CASTELLANO CIR
DANA AVE
RUBEN M TORRES BLVD
GUA VIVA LN
N
Case No. 235-2023-020

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

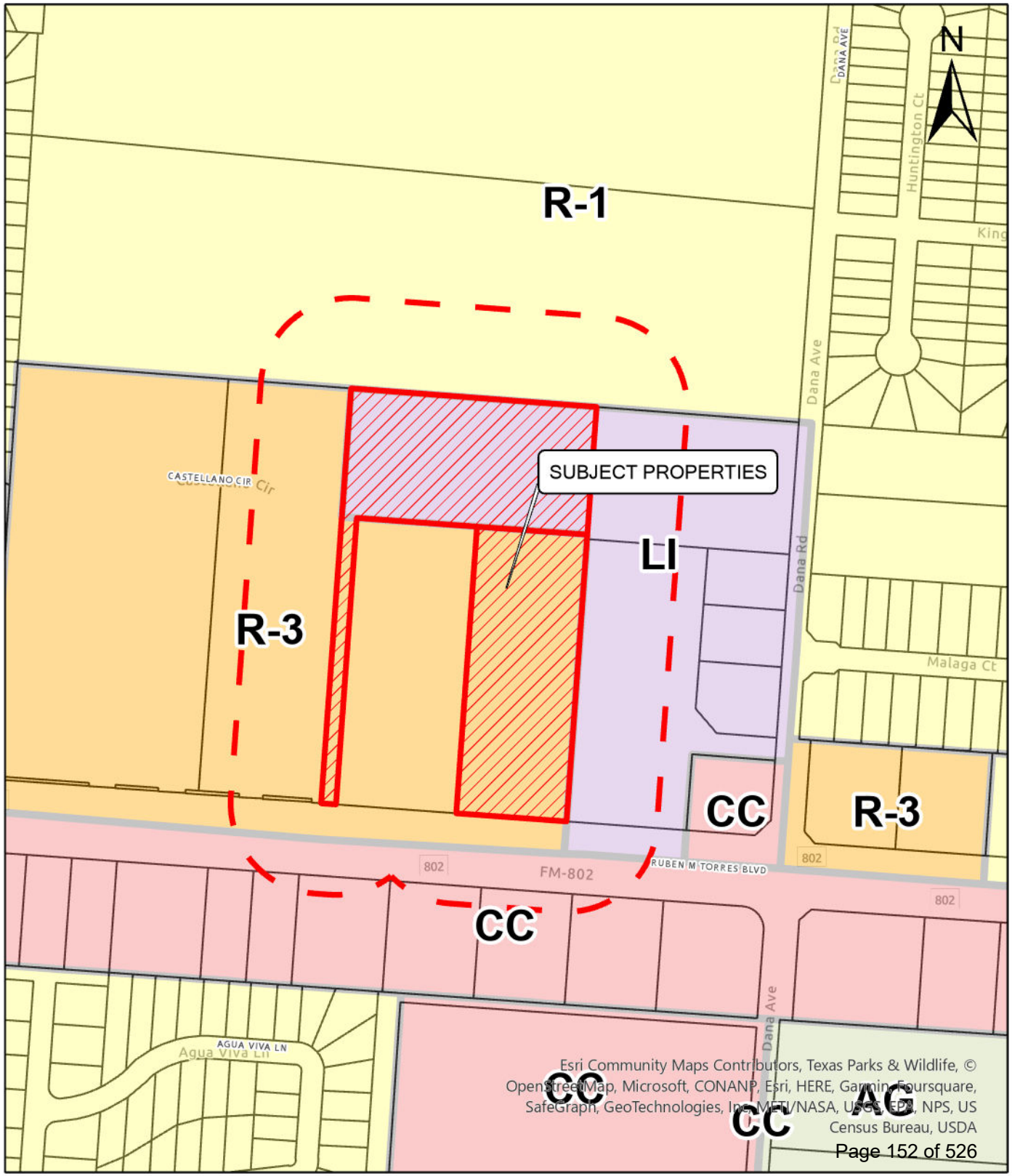
EXHIBIT "A"

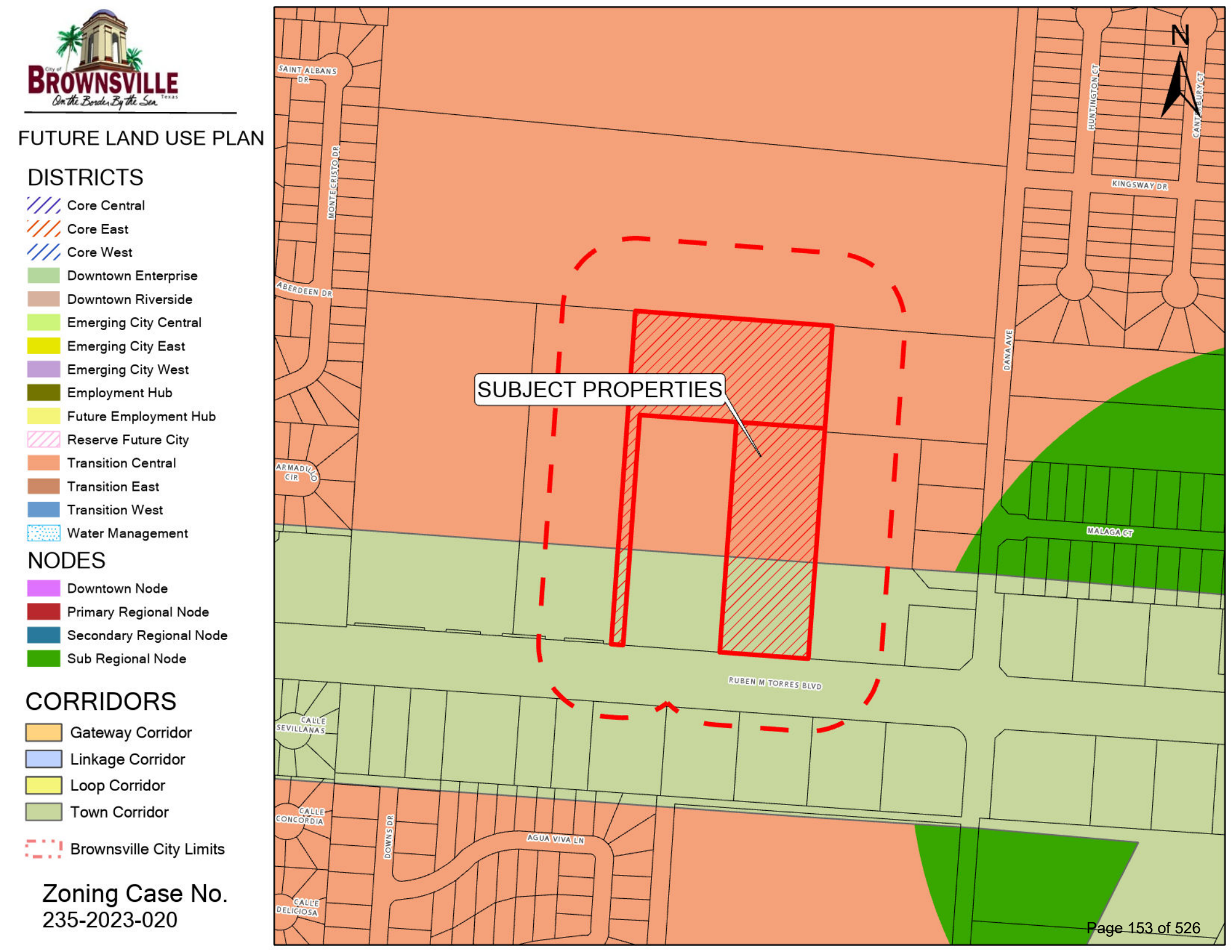
Rezoning request:
Case # 235-2023-020

Current Zoning:
R-3, Residential Transition
LI, Light Industrial

Proposed Zoning:
CC, Commercial Corridor

Brownsville Electoral District #2




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-020
SUBJECT PROPERTIES
N
SAINT ALBANS DR
MONTECRISTO DR
ABERDEEN DR
ARMADILLO CIR
HUNTINGTON CT
KINGSWAY DR
DANA AVE
MALAGA CT
RUBEN M TORRES BLVD
CALLE SEVILLANAS
CALLE CONCORDIA
DOWNS DR
AGUA VIVA LN
CALLE DELICIOSA

ORDINANCE NUMBER 235-2023-020

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to rezone from Residential Transition (R-3) and Light Industrial (LI) to Commercial Corridor (CC) to allow a commercial plaza and multi-family development for Lots 2 and 3, Block 2, Dana Eight-O-Two Subdivision, Section 2, Cameron County, Texas, located at 3271 Ruben M. Torres, Brownsville, Texas 78526, as shown in Exhibit "A"; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas. .

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

INTRODUCED at a public hearing on **September 19, 2023**. Passed at First Reading on **September 19, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **October 3**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, October 3, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-021-S**, to request a Specific Use Permit to allow a freight terminal in Agricultural (AG) zoning designation for 6.8 acres out of Lot 4, Block "A", Barreda Gardens Subdivision, Cameron County, Texas, located at 554 Runnels Road, Olmito, Texas 78575, as shown in Exhibit "A". (District 4) (Planning & Redevelopment Department)

Summary:
Property owner, Nicole Eymard, is requesting a Specific Use Permit to allow a freight terminal in Agricultural (AG) zoning designation for 6.8 acres out of Lot 4, Block "A", Barreda Gardens Subdivision, Cameron County, Texas, located at 554 Runnels Road, Olmito, Texas 78575.

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

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

Project Scope and Analysis:
The subject property is approximately 6.8 acres and fronts South Expressway Frontage where undeveloped land and some residential estate uses are prevalent. This parcel currently lies between undeveloped parcels to either side and single-family homes to the rear, approximately a third of a mile away. The current zoning designation of the property (Agricultural) primarily permits residential and ranch/farm-related uses; however, a freight terminal does not fall under this category of uses. A specific use permit would prevent spot zoning and would add a layer of protection for adjacent properties.

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

If approved, staff proposes that the development be subject to the following conditions; however, the City Commission has the authority to add or remove items to this list.

- Organized parking of freight vehicles and containers
- Adequate space for traffic flow
- Masonry wall screening along all property lines abutting a single-family use
- Storage of all freight vehicles and containers within the property
- Unloading of inventory/containers within the property
- Additional operations, such as mechanical/maintenance of freight vehicles and containers must be done within enclosed areas
- All vehicle operations must be conducted on improved surfaces (i.e., concrete or asphalt)

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on September 7, 2023. The Planning and Zoning Commission approves this Specific Use Permit to allow a used car lot in Agricultural (AG).

The item was approved by City Commission at 1st Reading on September 19th, 2023.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-021-S

STAFF REPORT

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

APPLICATION DETAILS

Applicant/Representative: Nicole Eymard
Property Address: 554 Runnels Road
Application Type: Specific Use Permit (SUP)
Current Zoning: Agricultural (AG)
Application Date: August 1, 2023
CC Meeting Dates: 1st – September 19, 2023/ 2nd – October 3, 2023
Overlay(s): N/A
No. of Mail-outs: 5

Geo ID: 73-5590-1000-0040-00
Case No.: 235-2023-021-S
Proposed Use: Freight Terminal
Proposed Zoning: Agricultural w/ (SUP)
P&Z Date: September 7, 2023
Electoral District: 4
Annexation Year: 2002
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 6.8 acres out of Lot 4, Block "A", Barreda Gardens Subdivision, Cameron County, Texas, located at 554 Runnels Road, Brownsville, Texas 78575.
Roadway Frontage: The subject property is fronting Runnels Road, a local street.
Predominant Land Use: The predominant land use within the area is Undeveloped Land

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

North: Undeveloped Land and Commercial Business
East: Undeveloped Land and Future Residential Master Planned Development
South: Undeveloped Land
West: Undeveloped Land and Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Agricultural (AG)
East: Agricultural (AG)
South: Agricultural (AG)
West: Agricultural (AG)

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

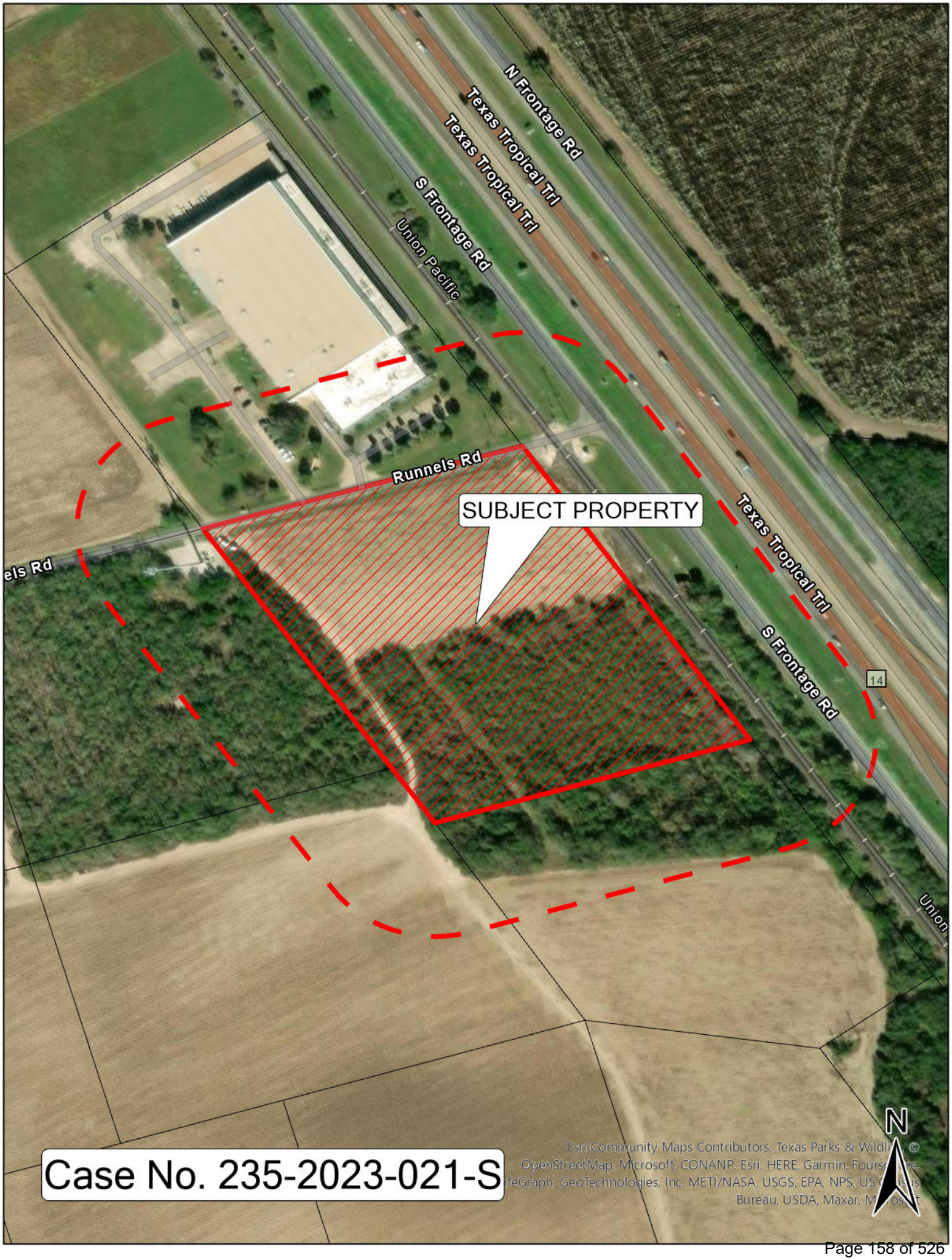
The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Gateway Corridor. Land uses in the Gateway Corridor are primarily residential, with limited amounts of other uses. Average densities of 0.25 dwelling units per acre, which signifies large lot sizes, ranch and agricultural uses and single-family homes. The small amount of commercial, institutional, community facility and industrial uses should be small in scale and form and minimally intrusive. It is the opinion of staff that the request is not consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally not be compatible with surrounding uses and would create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would not fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends denial of the Specific Use Permit (SUP) to allow a freight terminal in Agricultural (AG).



Case No. 235-2023-021-S

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

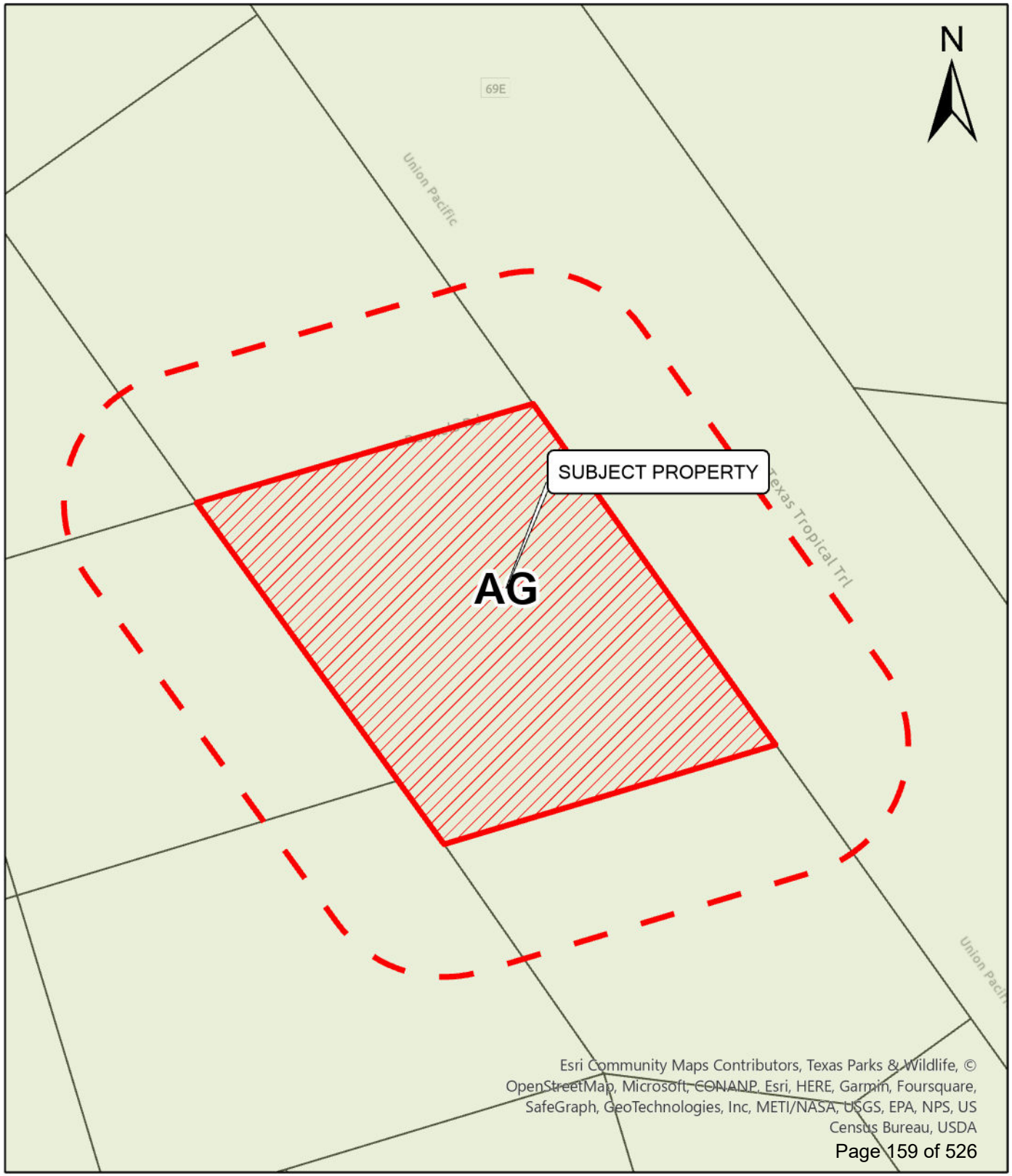
EXHIBIT "A"

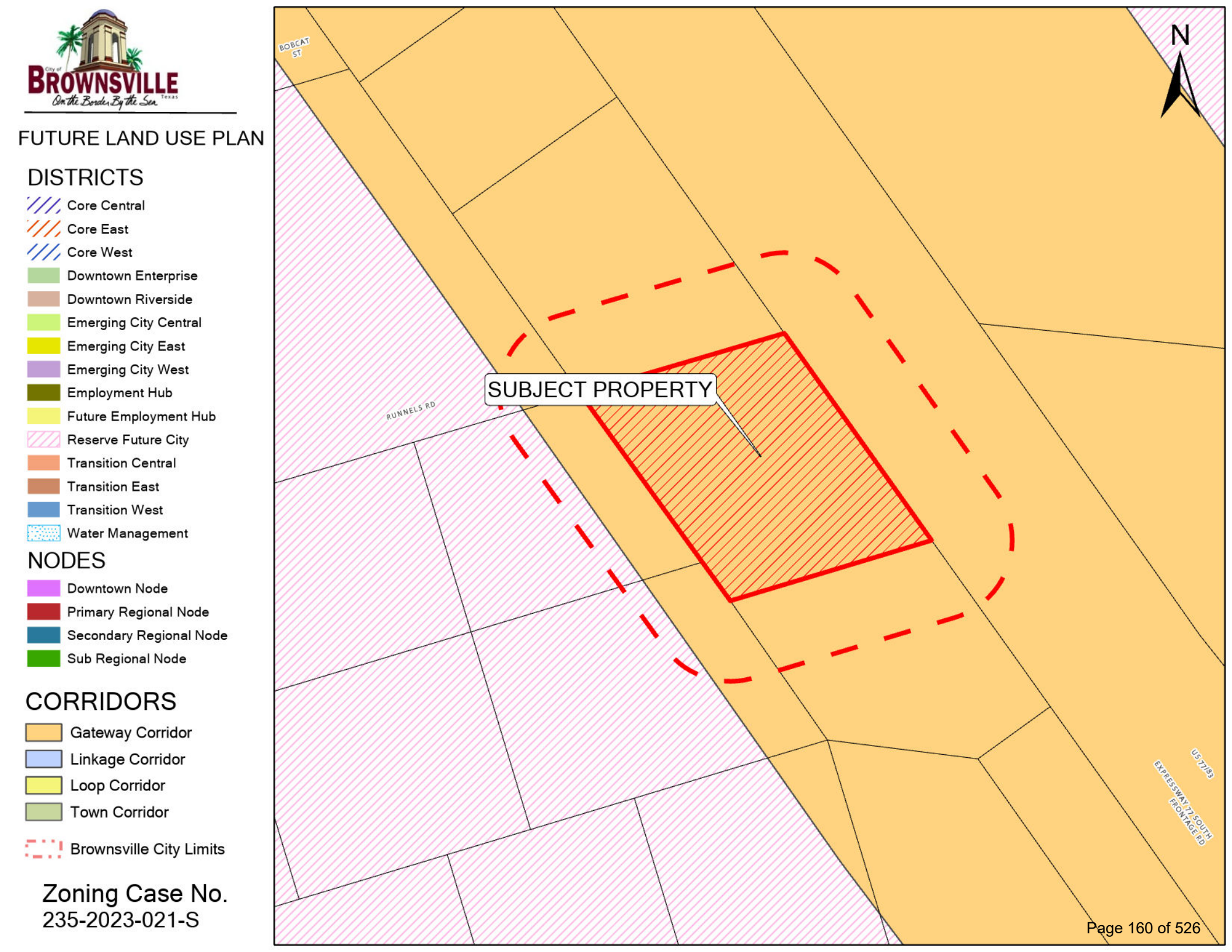
Rezoning request:
Case # 235-2023-021-S

Current Zoning:
AG, Agriculture

Proposed Zoning:
SUP, Specific Use Permit

Brownsville Electoral District #4





City of BROWNSVILLE
On the Border, By the Sea
Texas

FUTURE LAND USE PLAN

DISTRICTS

- Core Central
- Core East
- Core West
- Downtown Enterprise
- Downtown Riverside
- Emerging City Central
- Emerging City East
- Emerging City West
- Employment Hub
- Future Employment Hub
- Reserve Future City
- Transition Central
- Transition East
- Transition West
- Water Management

NODES

- Downtown Node
- Primary Regional Node
- Secondary Regional Node
- Sub Regional Node

CORRIDORS

- Gateway Corridor
- Linkage Corridor
- Loop Corridor
- Town Corridor

- Brownsville City Limits

Zoning Case No.
235-2023-021-S

FLOOD ZONE:
This tract lies in zone "X" (areas of minimal flood hazards) per N.F.I.P. Flood Insurance Rate Map No. 48061C0430F of community no. 480103 effective February 16, 2018.

RUNNELS ROAD
40' R.O.W.

N 74°03'30" E 503.20'

429.24'

TOWER SITE

20 PERPETUAL EXCLUSIVE RIGHT OF WAY EASEMENT FOR THE BENEFIT OF MILITARY HIGHWAY WATER SUPPLY CORP. VOL. 2096, PG. 107 O.R.C.C.T

N 35°00'00" W

40 FT. ROAD NOT OPEN

650.67'

centerline field road

N 15°56'30" W 477.40'

LOT 3

S 74°03'30" W 594.17'

S 74°03'30" W 601.98'

12.62'

EXISTING 8' BLOCK FENCE

EXISTING STORAGE BUILDING

70' GATE

GUARD SHACK BOOTH 12' X 12'

18 WHEELERS DRIVEWAY

PROPOSED 30,000 SQ FT WAREHOUSE TRANSPORTION

150'

200'

114.6'

166.5'

220'

PARKING AREA

RETENTION POND

18 WHEELERS PARK AREA

railroad tracks

S 35°00'00" E 650.67'

8' BLOCK FENCE

N 74°03'30" E 482.0'

APPROXIMATE LOCATION OF A 3' WIDE GAS PIPELINE EASEMENT CONVEYED TO RIO GRANDE VALLEY GAS COMPANY, EXECUTED AUGUST 9, 1927, RECORDED IN VOL. PG 22 D.R.C.C.T.

LOT 4

railroad tracks

MISSOURI PACIFIC RAILROAD R.O.W.

U.S. EXPRESSWAY 77/83 (I-69E)

N 82°02'00" W 376.60'

S 55°00'00" W 200.00'

PROJECT LOCATION

RUSSELTOWN

SH-100

BARREDA-JARDIN SUBD

THE SHIRE

SCALE 1= 60'

VICINITY MAP
N.T.S.

6.8 ACRES OUT OF 12.64 OF LOT 4 BLOCK "A" ARE NEEDED FOR WAREHOUSE USE

SITE PLAN

LOT 4 BLOCK "A"
BARREDA GARDENS MAP No. 6
CITY OF BROWNSVILLE, CAMERON COUNTY, TEXAS ACCORDING TO THE PLAT RECORDED IN VOL. 8 PG. 95 OF THE CAMERON COUNTY MAP RECORDS.

FOR: ***Nicole Eymard & Ariel A. Vasquez Macias JR.***

SCALE 1= 60'

PROPOSED VEGITATION

SYMBOL	QTY.	COMMON NAME	BOTANICAL NAME	CALIPER	TRUNK LINE
	36	SABAL PALM	SABAL TEXANA	3"	6' HIGH
	3' APART	OLEANDER	NERIUM OLEANDER	3"	18 TO 24 INCHES
		SAINT AUGUSTINE GRASS	MULCH		2" WEED FREE LAYER

ESTABLISMENT WAREHOUSE TRANSPORTION

A. ONE (1) PARKING SPACE FOR EVERY ONE THOUSAND (1000) SQUARE FEET OF GROSS FLOOR AREA.
B. FIFTY-SIX HUNDREDTHS (.56) PARKING SPACE FOR EVERY EMPLOYEE

BUILDING AREA 30,000.00 S.F.
PARKING SPACE REQ'D 30
PARKING SPACE AVAILABLE 37
ZONING OF PROPERTY

LANDSCAPE CALCULATIONS

TOTAL SITE AREA (304,920.00 S.F)-BUILDING AREA (30,000.00 S.F.) = 274,920.00S.F
REQUIRED LANDSCAPE AREA (10)% 27,492.00 S.F.
PROVIDED LANDSCAPE AREA 50,837.00 S.F.

BBCOASTAL DESIGN
RESIDENTIAL AND COMMERCIAL
JOSE BENITO LOPES
CELL: 956-204-6495
DESIGNER

554 RUNNELS ROAD
LOT 4 BLOCK "A"
BARREDA GARDENS MAP No. 6

PAGE: 1 OF 1
07/05/2023

POINT OF BEGINNING
northeast corner of Lot 4, Block "A",
Map Number Six of Barreda Gardens

Map No. Two of Barreda Gardens (Volume 8, Page 20, Map Records)

80 Ft. Road R.O.W. Easement
(Volume 473, Page 354, Deed Records)

N 74°03'30" E 482.0'

asphalt road

overhead power line

Found ½" Iron Pin

20 Ft. Waterline R.O.W. Easement to
Military Highway Water Supply Corp.
(Volume 2096, Page 107,Official Records)

RUNNELS ROAD
(60 ft. r.o.w.)

429.20'

35.6'

30.6'

40.0'

Found ½"
Iron Pin

0.199 Acre Tower Site
Memorandum of Lease (Volume
8272, Page 45, Official Records)

3 Ft. Easement to Rio Grande Valley Gas Company
(Volume 1776, Page 25, Deed Records)

Gas Line as evidenced by signs

6.80 ACRES

40 Ft. Road R.O.W.
(not in use)

centerline field road

N 35°00'00" W 650.67'

60ft.35'

15 Ft. Irrigation Easement
(Document #2007-23335,
Official Records)

S 35°00'00" E 650.67'

608.35'

railroad tracks

MISSOURI PACIFIC RAILROAD (100 FT. R.O.W.)

U.S. EXPRESSWAY 77/83 (I-69E)

60 0 30 60 120 240

SCALE: 1" = 60'

FLOOD ZONE:
This tract lies in zone "X" (areas of minimal flood hazards) per N.F.I.P. Flood Insurance Rate Map No. 48061C0430F of community no. 480103 effective February 16, 2018.

L O T 3

N 15°56'30" W 477.40'

centerline field road

S 74°03'30" W 601.98'

centerline field road

221.62'

L O T 5

S 74°03'30" W 482.0'

L O T 4

100.0'

499.73'

centerline field road

railroad tracks

407.35'

Found ½" Iron Pin
with a plastic cap
stamped "ORIVE"

S 55°00'00" W 200.00'

Found ½"
Iron Pin

N 82°02'00" W 376.60'

Found ½" Iron Pin
with a plastic cap
stamped "ORIVE"

Survey of

6.80 Acres out of Lot 4, Block "A", Map No. 6 of Barreda Gardens in the City of Brownsville, Cameron County, Texas according to the plat recorded in Volume 8, Page 95 of the Cameron County Map Records

Surveyed for:
Nicole Eymard

NOTE:
This plat of survey is accompanied by a narrative metes and bounds description of the 6.80 Acre Tract depicted hereon.

STATE OF TEXAS
REGISTERED
LORENZO AMAYA
4834
PROFESSIONAL
LAND SURVEYOR

July 19, 2023 ***Job No. 6825***

Amaya Surveying Co., LLC
TBPLS Firm No. 10071700
905 E. Los Ebanos Blvd. Suite C
Brownsville, TX 78520
office: 956-550-0177 ***lamaya@rgv.rr.com***

ORDINANCE NUMBER 235-2023-021-S

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to allow a freight terminal in Agricultural (AG) zoning designation for 6.8 acres out of Lot 4, Block "A", Barreda Gardens Subdivision, Cameron County, Texas, located at 554 Runnels Road, Olmito, 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 the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

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

- Organized parking of freight vehicles and containers
- Adequate space for traffic flow
- Masonry wall screening along all property lines abutting a single-family use
- Storage of all freight vehicles and containers within the property
- Unloading of inventory/containers within the property
- Additional operations, such as mechanical/maintenance of freight vehicles and containers must be done within enclosed areas
- All vehicle operations must be conducted on improved surfaces (i.e., concrete or asphalt)

INTRODUCED at a public hearing on **September 19, 2023**. Passed at First Reading on **September 19, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **October 3**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda G. Gomez
City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, October 3, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-022-S**, to request a Specific Use Permit to allow a used car lot in a Traditional Neighborhood-Corridor (TN-C) zoning designation for Lots 6, 7, 22, & 23, Block 64, Harden's Addition to the City of Brownsville, Cameron County, Texas, located at 1236 South Expressway, Brownsville, Texas 78520, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

Summary:
Property owner, Landmark Capital Partners LLC., is requesting a Specific Use Permit to allow a used car lot in Traditional Neighborhood-Corridor (TN-C) zoning designation for Lots 6, 7, 22, & 23, Block 64, Harden's Addition to the City of Brownsville, Cameron County, Texas, located at 1236 South Expressway, Brownsville, Texas 78520.

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

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

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

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

If approved, staff proposes that the development be subject to the following conditions; however, the City Commission has the authority to add or remove items to this list.

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

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on September 7, 2023. The Planning and Zoning Commission approves this Specific Use Permit to allow a used car lot in Traditional Neighborhood-Corridor (TN-C).

The item was approved by City Commission at 1st Reading on September 19th, 2023.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-022-S

STAFF REPORT

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

APPLICATION DETAILS

Applicant/Representative: Landmark Capital Partners, LLC.
Property Address: 1236 South Expressway
Application Type: Specific Use Permit (SUP)
Current Zoning: Traditional Neighborhood Corridor (TN-C)
Application Date: August 2, 2023
CC Meeting Dates: 1st – September 19, 2023/ 2nd – October 3, 2023
Overlay(s): O-11 Historic Preservation District
No. of Mail-outs: 22

Geo ID: 01-5690-0640-0070-00
Case No.: 235-2023-022-S
Proposed Use: Used Car Lot
Proposed Zoning: TN-C w/ SUP
P&Z Date: September 7, 2023
Electoral District: 3
Annexation Year: Pre - 1930
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: Lots 6, 7, 22 & 23, Block 64, Harden's Addition to the City of Brownsville, Cameron County, Texas, located at 1236 South Expressway, Brownsville, Texas 78520.
Roadway Frontage: The subject property is fronting South Expressway, 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: Commercial Business
East: Single-Family Dwelling and Commercial Business
South: Single-Family Dwelling and Commercial Business
West: Single-Family Dwelling and Commercial Business

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

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

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

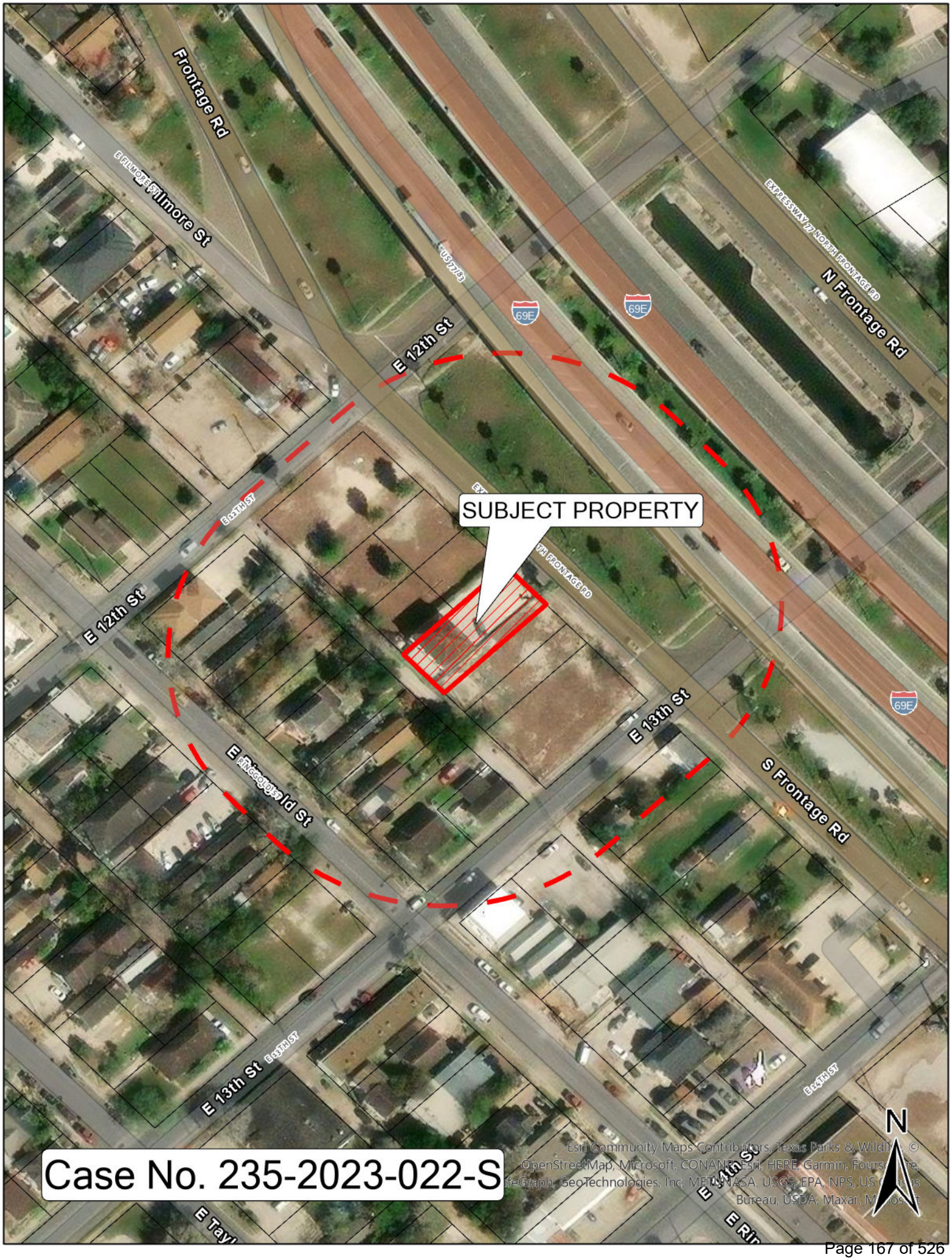
The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Linkage Corridor. Land uses in the Linkage Corridor are primarily commercial, to maximize value capture from the high volume of traffic. Commercial uses should have a regional focus and residential uses should constitute one quarter of the land use with an average density of 6 dwelling units per acre. Community facility land uses such as medical offices, auditoriums and sports facilities should also be located in the Linkage Corridor. It is the opinion of staff that the request is not consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally not be compatible with surrounding uses and would create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would not fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

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



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City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

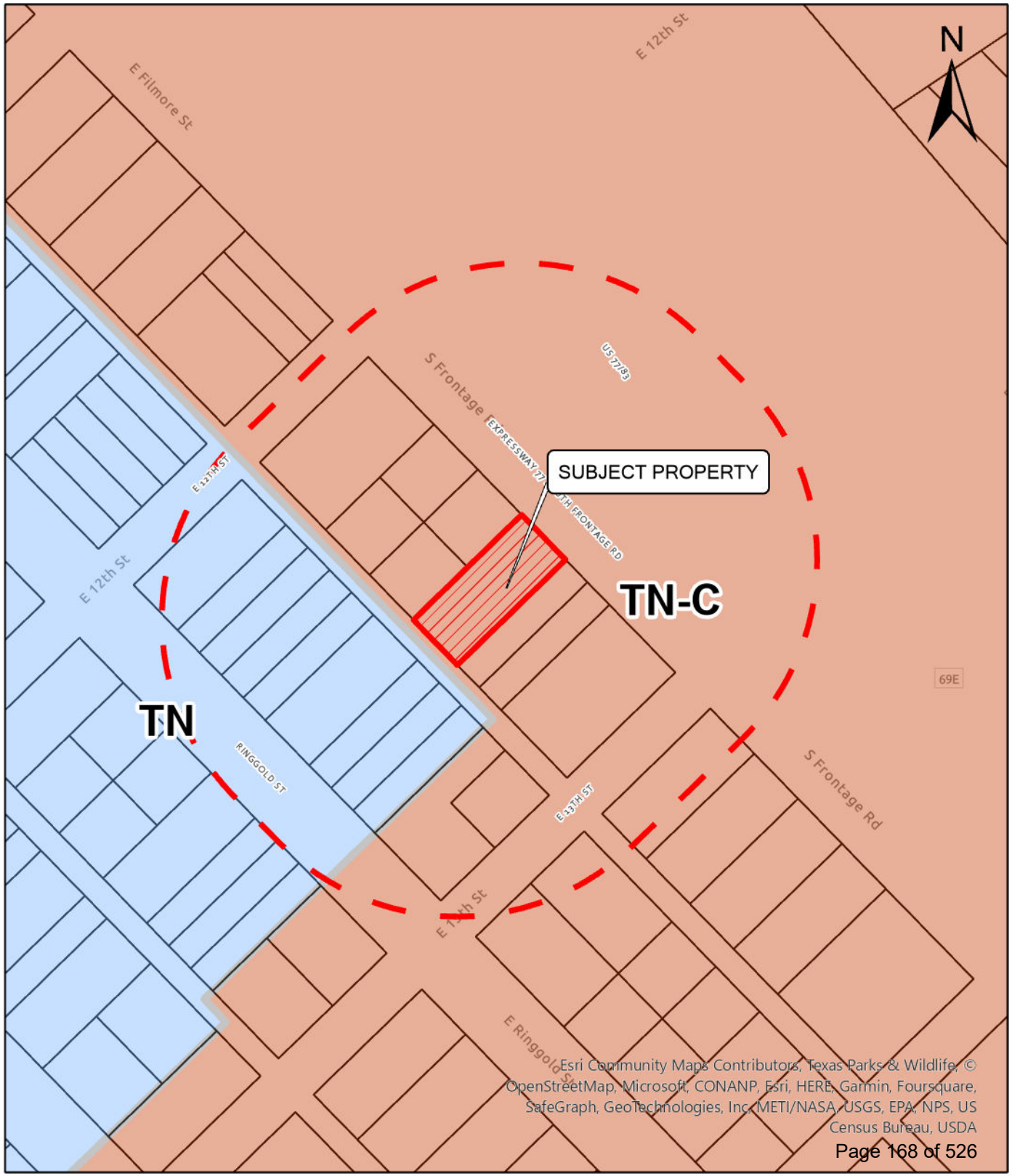
EXHIBIT "A"

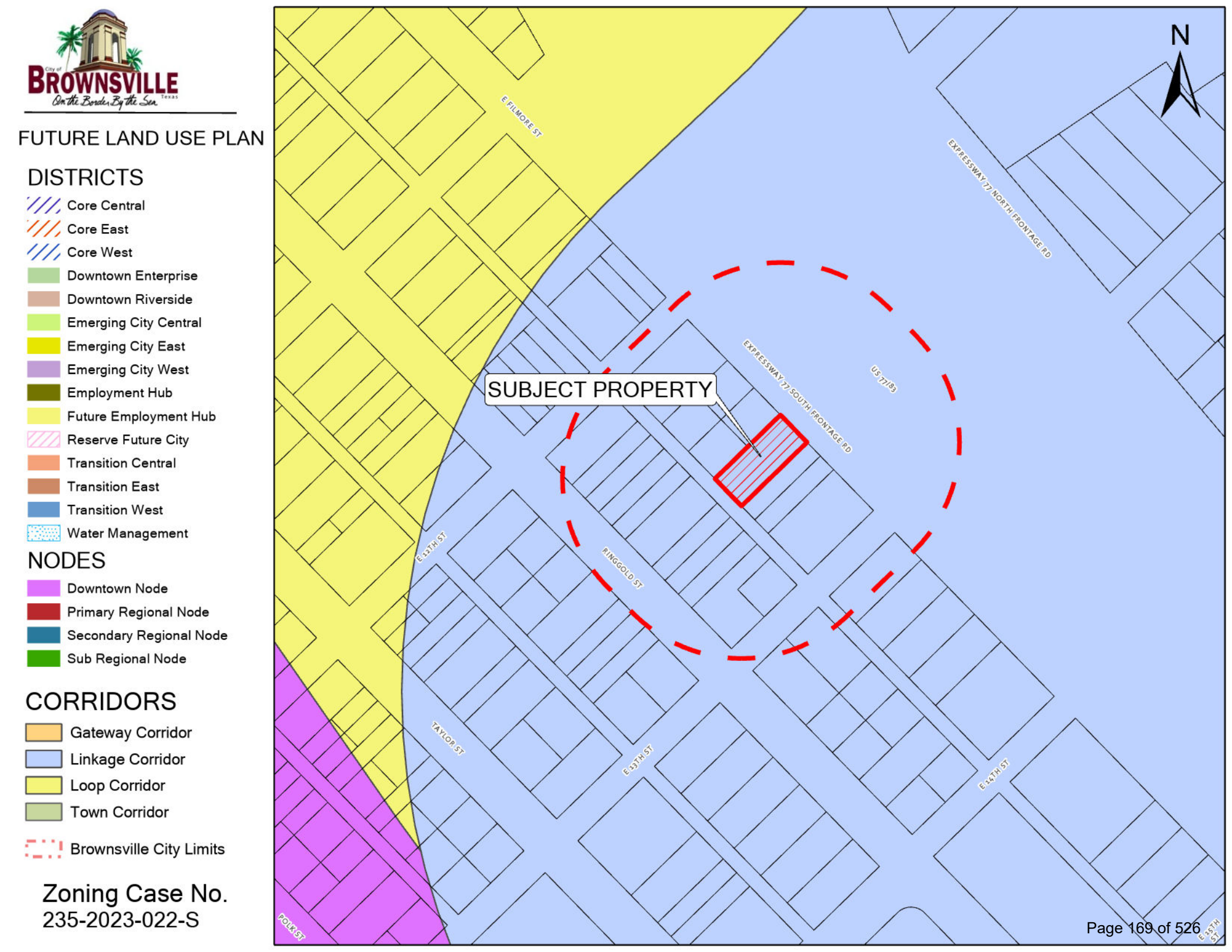
Rezoning request:
Case # 235-2023-022-S

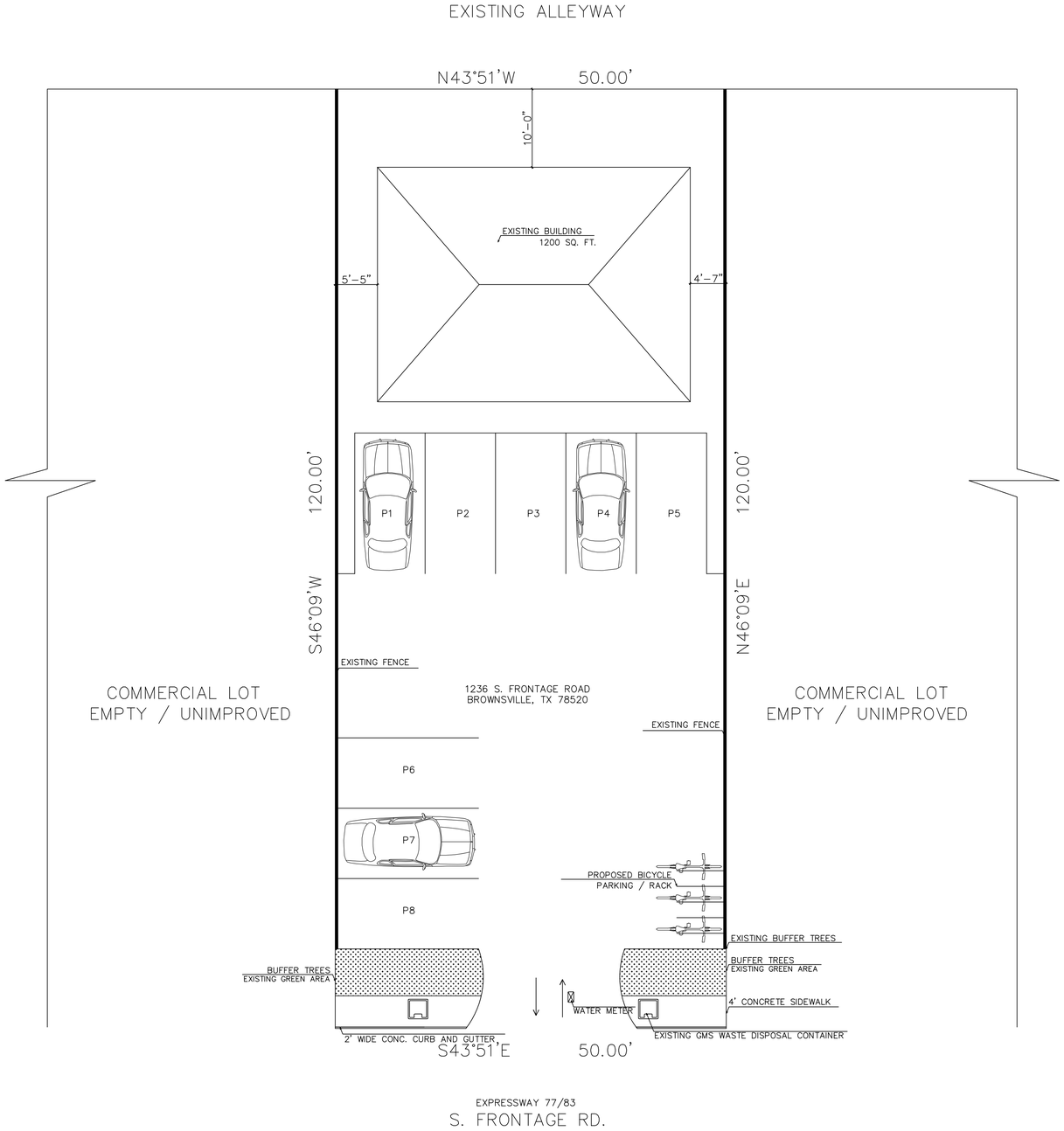
Current Zoning:
TN-C, Traditional Neighborhood Corridor

Proposed Zoning:
SUP, Specific Use Permit

Brownsville Electoral District #3

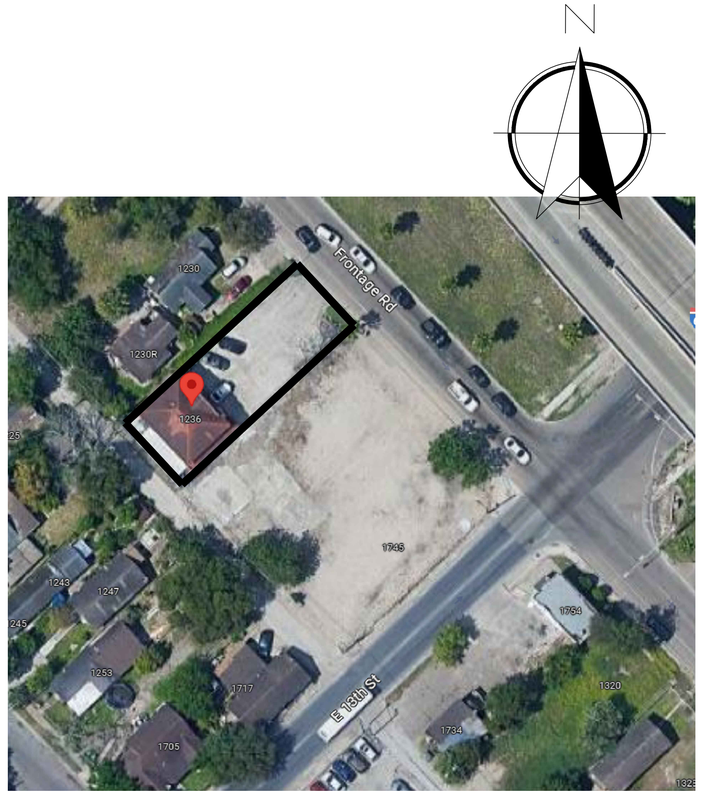



FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-022-S
SUBJECT PROPERTY
N
E FILMORE ST
EXPRESSWAY 77 NORTH FRONTAGE RD
EXPRESSWAY 77 SOUTH FRONTAGE RD
US 77/83
E 12TH ST
RINGGOLD ST
TAYLOR ST
E 13TH ST
E 14TH ST
POLK ST



SITE PLAN

1/8" = 1'-0"



NOTES
1. The proposed development shall comply with the COB noise ordinance.
2. All mechanic and body work must be done indoors. No outdoor work to be permitted.
3. No vehicle storage shall be permitted on site.
4. All vehicle inventory shall be kept within the property. Vehicles will not be permitted on the ROW.
5. All unloading of inventory shall be performed within the property.
6. The permitted amount of vehicles (parking) on the property shall be based on the following 1 per 1,000 square feet of lot area and 1 per 500 square feet of structure area.

1236 S. EXPRESSWAY

BROWNSVILLE, TEXAS

LOMA ALTA
CONSTRUCTION & DEVELOPMENT

LEGAL DESCRIPTION

PAREDES TRACT
ADDITION LOTS 6&23
PLUS 7&22 BLK 64

PROPERTY OWNER'S NAME

LANDMARK
CAPITAL
PARTNERS, LLC.

REVISION DATE & REVISION NOTES		
NO.	DESCRIPTION	DATE

PROJECT:
-

SCALE: 1/8" = 1'-0"

SHEET: 1

DATE: 07/31/23

PLAN NAME:
SITE PLAN

ORDINANCE NUMBER 235-2023-022-S

AN ORDINANCE AMENDING THE "CITY ZONING ORDINANCE" BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City's comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the "City Zoning Ordinance" by amending the Official Zoning Atlas so to allow a used car lot in a Traditional Neighborhood-Corridor (TN-C) zoning designation for Lots 6, 7, 22, & 23, Block 64, Harden's Addition to the City of Brownsville, Cameron County, Texas, located at 1236 South Expressway, Brownsville, Texas 78520, as shown in Exhibit "A"; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

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

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

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

INTRODUCED at a public hearing on **September 19, 2023**. Passed at First Reading on **September 19, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **October 3**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda G. Gomez
City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, October 3, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-023**, to rezone from Agricultural (AG) to Residential Transition (R-3) and Commercial Corridor (CC) to allow a multi-family development and commercial plaza for 18.62 acres out of El Jardin Resubdivision, Lots 17 to 32, Block 116, Share 29, Espiritu Santo Grant, Cameron County, Texas, located on FM 511, Brownsville, Texas 78526, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

Summary:
Property owners, Ramiro Jaime and Rufino Garza, propose to change the Zoning Designation for an approximate 18.62 acres out of El Jardin Resubdivision, Lots 17 to 32, Block 116, Share 29, Espiritu Santo Grant, Cameron County, Texas, located on FM 511, Brownsville, Texas 78526. The applicants request to rezone the subject property from Agricultural (AG) to Residential Transition (R-3) for an approximate 12.46 acres and Commercial Corridor (CC) for an approximate 4.607 acres for the purpose of establishing a mixed-use development comprised of townhome, multi-family, and commercial/retail uses.

The predominant land use in the surrounding area is undeveloped land. Additional uses, such as single-family homes and commercial business also present within proximity of the subject property.

The property is located within the Loop Corridor and Water Management District. The proposed zoning/use is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property consists of an approximate area of 18.62 acres that is to be split into 4.607 acres for commercial/retail use and 12.46 acres for townhome and multi-family use. The applicant is requesting a zoning reclassification due to the current zoning (AG) only allowing ranch/farming-related uses. The requested (R-3 and CC) zoning designations would allow all the proposed uses.

Staff finds that the proposed zoning designation would be appropriate for the area.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was no written or verbal opposition at the Planning and Zoning Commission meeting on September 7, 2023. The Planning and Zoning Commission approves this rezoning from Agricultural (AG) to Residential Transition (R-3) and Commercial Corridor (CC).

The item was approved by City Commission at 1st Reading on September 19th, 2023.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-023

STAFF REPORT

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

APPLICATION DETAILS

Applicant/Representative: Rufino Garza/Jaime Florez/Victor Trevino
Property Address: FM 511
Application Type: Rezone
Current Zoning: Agricultural (AG)
Application Date: August 2, 2023
CC Meeting Dates: 1st – September 19, 2023/ 2nd – October 3, 2023
Overlay(s): N/A
No. of Mail-outs: 10

Geo ID: 74-7540-1160-0250-00
Case No.: 235-2023-023
Proposed Use: Multifamily and Commercial Plaza
Proposed Zoning: R-3 and CC
P&Z Date: September 7, 2023
Electoral District: 3
Annexation Year: 1995
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 18.62 acres out of El Jardin Resubdivision, Lots 17 to 32, Block 116, Share 29, Espiritu Santo Grant, Cameron County, Texas, located on FM 511, Brownsville, Texas 78526.
Roadway Frontage: The subject property is fronting FM 511, a highway.
Predominant Land Use: The predominant land use within the area is Undeveloped Land.

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

North: Undeveloped Land
East: Undeveloped Land
South: Undeveloped Land, Single-Family Dwelling, and Commercial Business
West: Undeveloped Land and Single-Family Dwelling

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Agricultural (AG) and Extraterritorial Jurisdiction (ETJ)
East: Agricultural (AG)
South: Residential Single-Family (R-1), Residential Transition (R-3), Commercial Corridor (CC), and Light Industrial (LI)
West: Agricultural (AG) and Residential Single-Family (R-1)

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

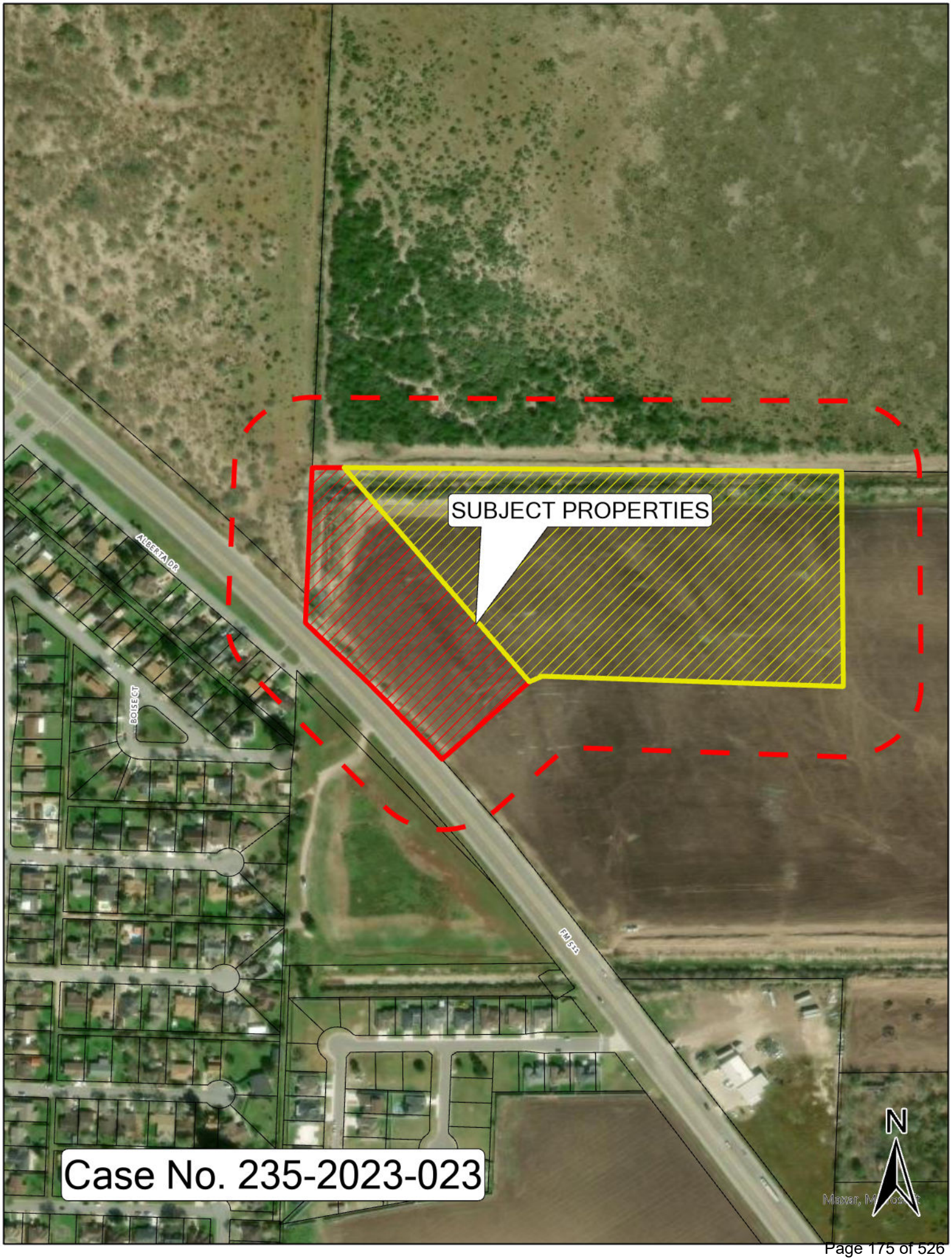
The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Loop Corridor and the Water Management District. Land uses in the Loop Corridor is commercially dominant, with a healthy mixture of residential, institutional, industrial and community facilities with an average density of 4 dwelling units per acre. Uses within the Water Management District should be primarily community facilities with a small portion of residential land uses permitted. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

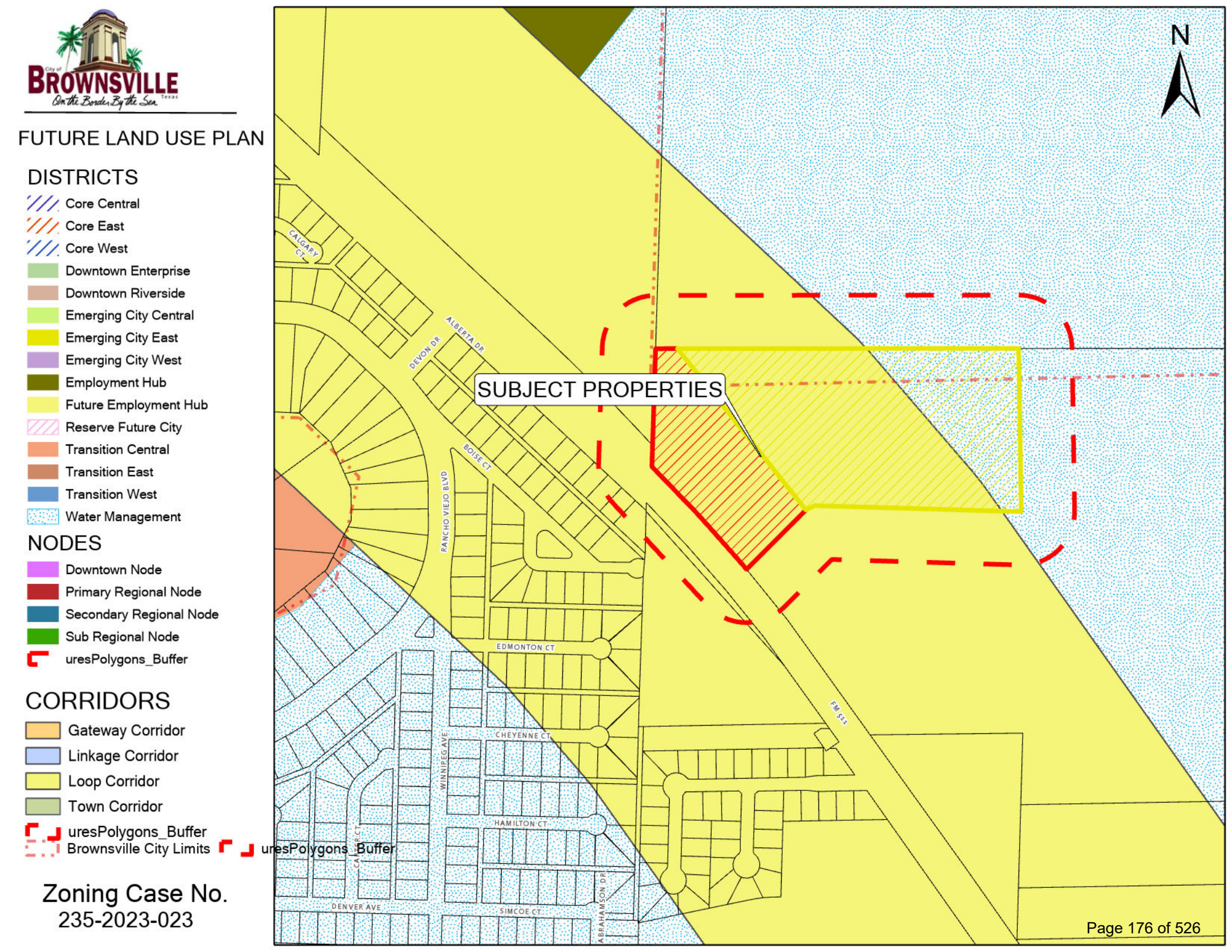
REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Agricultural (AG) to Residential Transition (R-3) and Commercial Corridor (CC).


SUBJECT PROPERTIES
ALBERTA DR
BOISE CT
FM 521
N
Case No. 235-2023-023


FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
uresPolygons_Buffer
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
uresPolygons_Buffer
Brownsville City Limits
uresPolygons_Buffer
Zoning Case No.
235-2023-023
SUBJECT PROPERTIES
N
CALGARY CT
ALBERTA DR
DEVON DR
BOISE CT
RANCHO VIEJO BLVD
EDMONTON CT
CHEYENNE CT
WINNIPEG AVE
HAMILTON CT
CAMPBELL CT
DENVER AVE
SIMCOE CT
ABRAHAMSON DR
FM 511

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

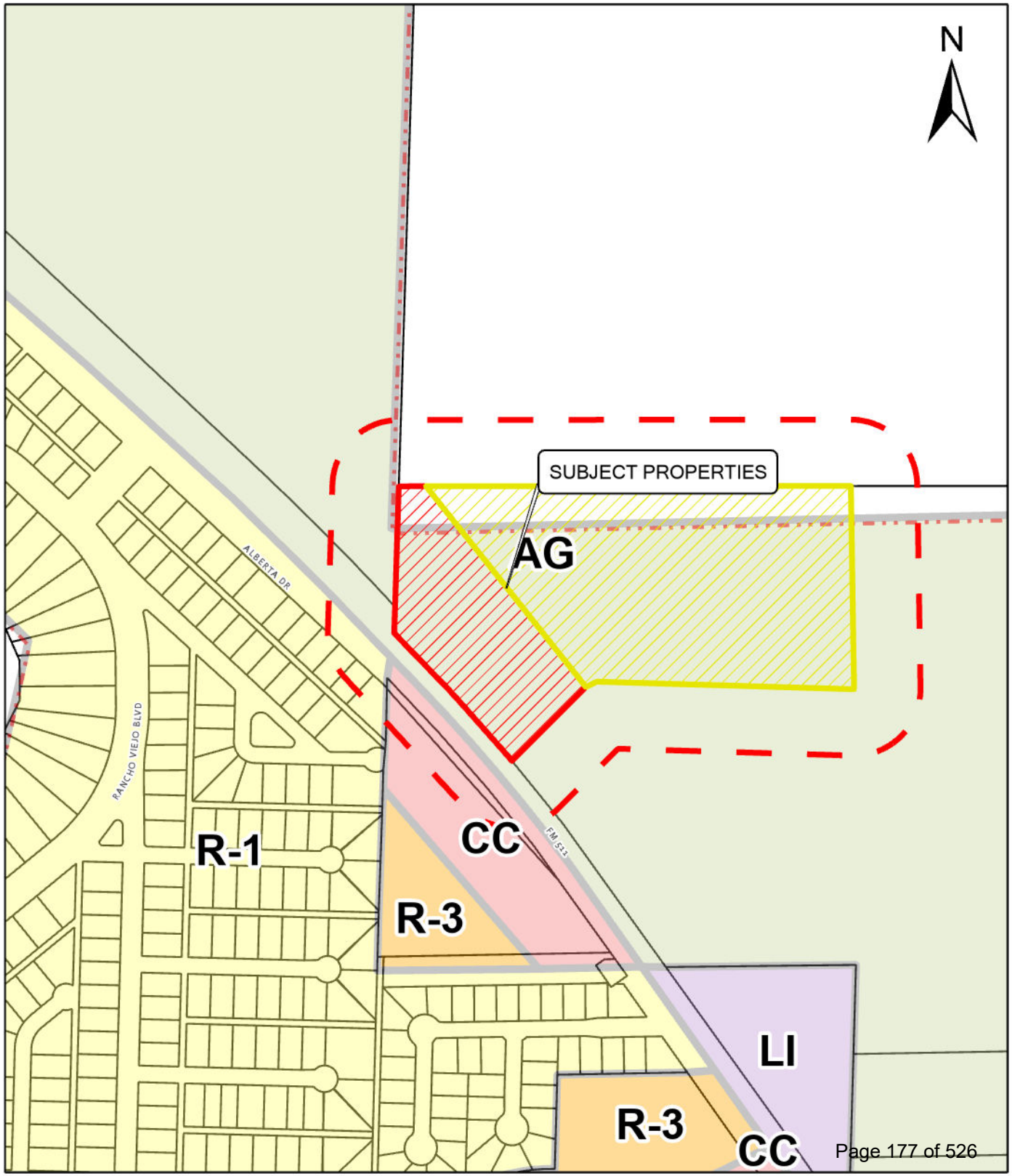
EXHIBIT "A"

Rezoning request:
Case # 235-2023-023

Current Zoning:
AG, Agriculture

Proposed Zoning:
CC, Commercial Corridor (4.607 Acres)
R-3, Residential Transition (12.46 Acres)

Brownsville Electoral District #3

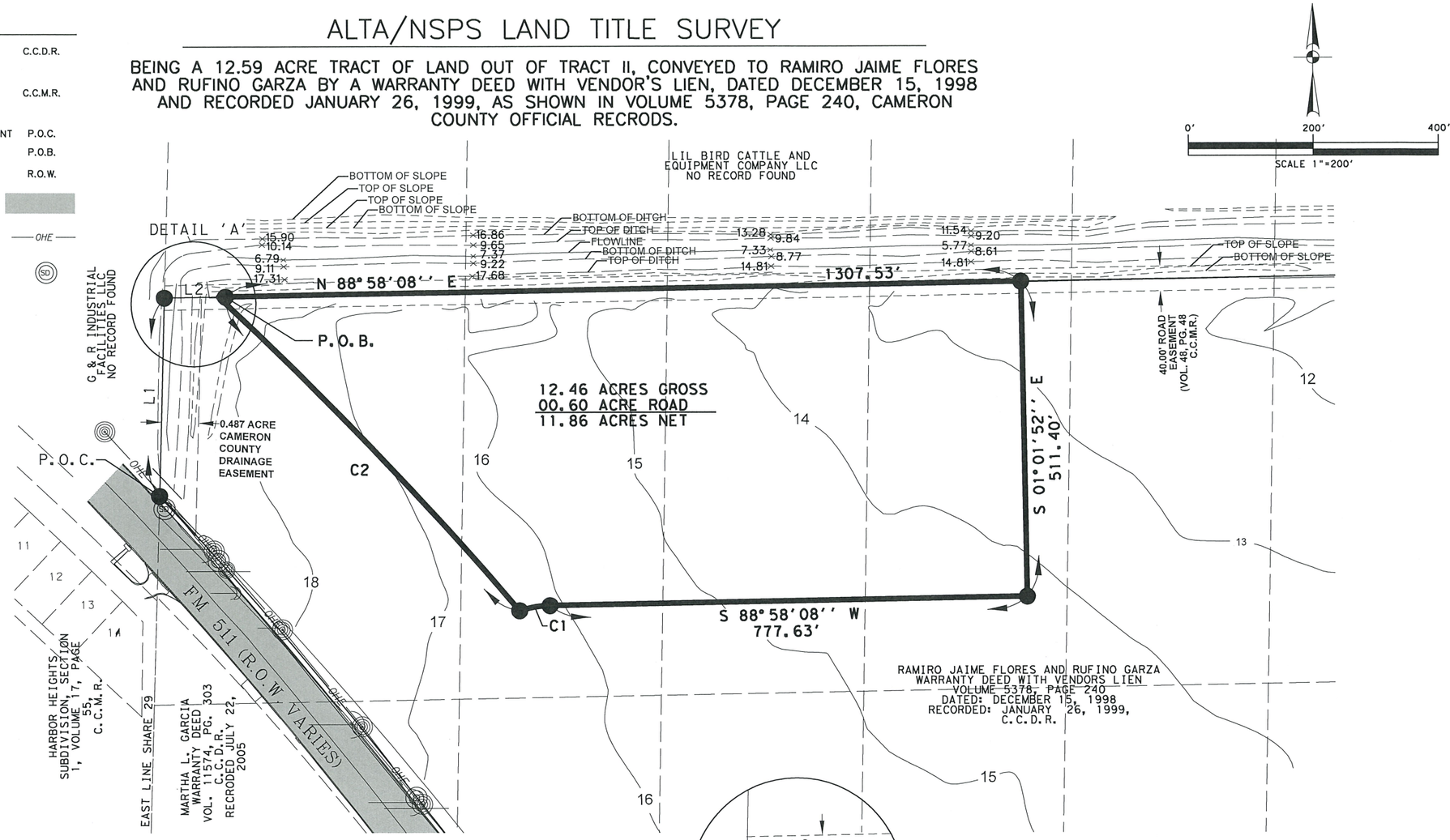


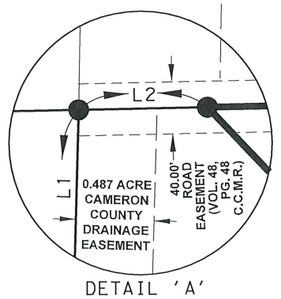
ALTA/NSPS LAND TITLE SURVEY

BEING A 12.59 ACRE TRACT OF LAND OUT OF TRACT II, CONVEYED TO RAMIRO JAIME FLORES AND RUFINO GARZA BY A WARRANTY DEED WITH VENDOR'S LIEN, DATED DECEMBER 15, 1998 AND RECORDED JANUARY 26, 1999, AS SHOWN IN VOLUME 5378, PAGE 240, CAMERON COUNTY OFFICIAL RECRODS.

LEGEND:

FOUND 5/8" IRON ROD UNLESS OTHERWISE NOTED	○	OFFICIAL RECORDS CAMERON COUNTY	C.C.D.R.
SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR." UNLESS OTHERWISE NOTED	●	CAMERON COUNTY MAP RECORDS	C.C.M.R.
ELECTRIC POWER POLE		POINT OF COMMENCEMENT	P.O.C.
GUY WIRE		POINT OF BEGINIING	P.O.B.
FIRE HYDRANT		RIGHT OF WAY	R.O.W.
SIGN		ROAD (ASPHALT)	
TELEPHONE PEDESTAL	T	OVERHEAD ELECTRIC	OHE
WATER VALVE		STORM MANHOLE	SD





NOTES:

1. BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH ZONE (4205), NORTH AMERICAN DATUM 1983. VERTICAL BASED ON: NAVD 1988 VERTICAL DATUM.
2. SURVEYOR MADE NO ATTEMPT TO LOCATE ANY UNDERGROUND UTILITIES.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
4. THIS SURVEYOR HAS NOT CONDUCTED A TITLE SEARCH TO DEPICT OTHER MATTERS OF RECORD, SUCH AS EASEMENTS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY
5. FLOOD ZONE DESIGNATION: THE PROPERTY SHOWN HEREON LIES IN ZONE X AND IN ZONE X(0.2 PCT ANNUAL CHANCE FLOOD HAZARD). ZONE X AREAS ARE AREAS OF MINIMAL FLOOD HAZARD. ZONE X(0.2 PCT ANNUAL CHANCE FLOOD HAZARD) AREAS ARE AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE. PANEL 0585F, MAP NUMBER 48061C0585F, MAP REVISED: JULY 20, 2018
6. HORIZONTAL DATUM: NAD83
7. VERTICAL DATUM: NAVD88
8. CONTOUR INTERVAL: 1 FOOT
9. ZONING CLASIFFICATION: AGRICULTURE
10. PRIMARY BUILDING SETBACK(MIN.): FRONT–40' ALONG ARTERIAL STREET, 30 ' ALONG ALL OTHER STREETS, SIDE PROPERTY LINE–10', REAR PROPERTY LINE–10', REAR OR SIDE ALLEY–5'. ACCESSORY BUILDING SETBACKS (MIN.): SETBACKS FROM PRIMARY BUILDING–10', SETBACK FROM ANY OTHER ACCESSORY BUILDING–5', SIDE PROPERTY LINE–5', REAR PROPERTY LINE–5', REAR OR SIDE ALLEY–5'.
11. PRIMARY BUILDING HEIGHT–35'
12. PARKING PLACEMENT AND ACCESS: OFF–STREET PARKING SPACES SHALL NOT BE LOCATED IN THE FRONT SETBACK AREA ALONG ANY STREET FRONTAGE. EXCEPTION TO THE PREVIOUS STATEMENT MAY BE MADE IN THE CASE OF PORTE–COACHERES AND DRIVEWAYS LOCATED IN THE FRONT SETBACK AREA.

ADDRESS: BROWNSVILLE, TX 78526

SURVEYED: OCTOBER 2022

REQUESTED BY: RUFINO GARZA

LINE	BEARING	DISTANCE
L1	N 01° 34' 08'' E	321.73'
L2	N 88° 58' 08'' E	87.83'

CURVE	CHORD LENGTH	CHORD BEARING	DELTA	RADIUS
C1	49.99'	S 79° 58' 52'' W	17° 58' 35''LT	159.99
C2	707.45'	N 43° 48' 53'' W	06° 43' 05''LT	6036.95'

STATE OF TEXAS
REGISTERED
VICTOR H. TREVINO
6968
PROFESSIONAL
LAND SURVEYOR

STATE OF TEXAS
COUNTY OF HIDALGO

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THIS SURVEY IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND OBSERVABLE EVIDENCE OF EASEMENTS ON THE GROUND ARE SHOWN AND OBSERVABLE EVIDENCE OF BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES ARE SHOWN.

5/5/23

VICTOR H. TRVINO
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6968

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424–3335
FAX.: (956) 583–7116
TBPLS REG. FIRM# 10193886

PROJECT NO. R21034

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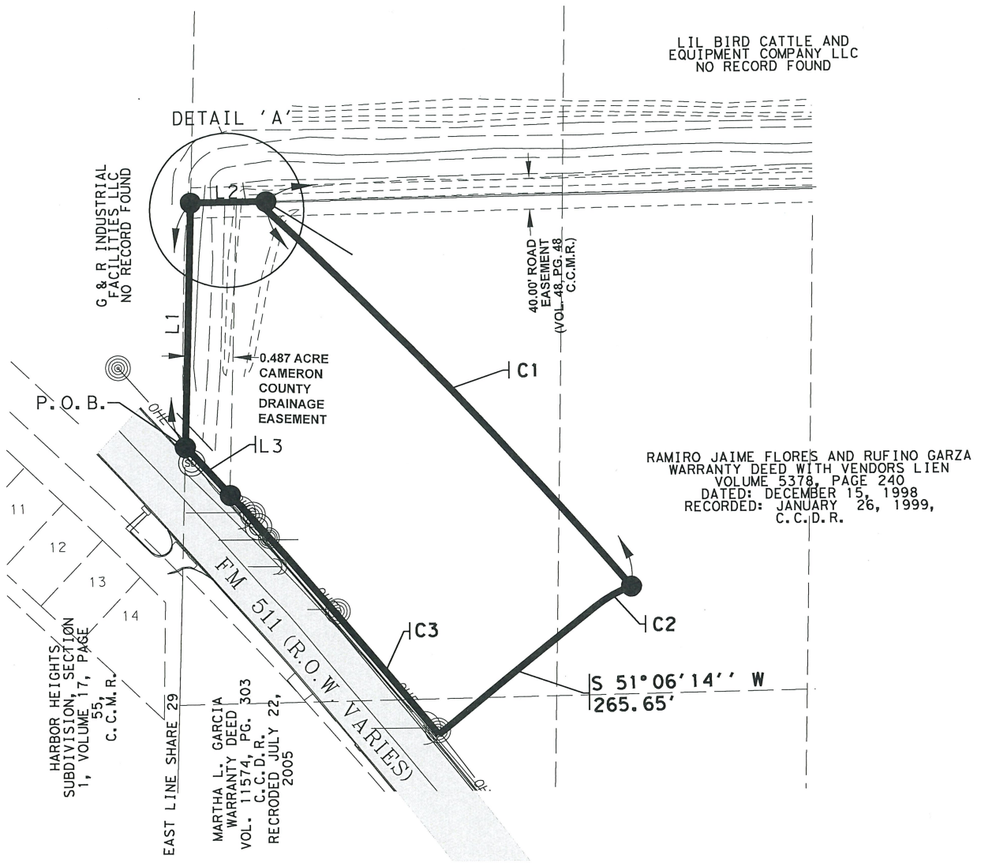
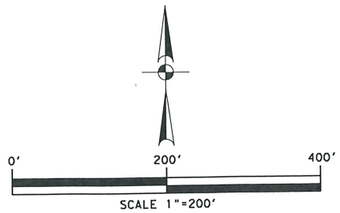
BOUNDARY SURVEY

BEING A 4.607 ACRE TRACT OF LAND OUT OF TRACT II, CONVEYED TO RAMIRO JAIME FLORES AND RUFINO GARZA BY A WARRANTY DEED WITH VENDOR'S LIEN, DATED DECEMBER 15, 1998 AND RECORDED JANUARY 26, 1999, AS SHOWN IN VOLUME 5378, PAGE 240, CAMERON COUNTY OFFICIAL RECRODS.

LEGEND:

FOUND 5/8" IRON ROD UNLESS OTHERWISE NOTED	○	OFFICIAL RECORDS CAMERON COUNTY	C.C.D.R.
SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "ROWSS PROP. COR." UNLESS OTHERWISE NOTED	●	CAMERON COUNTY MAP RECORDS	C.C.M.R.
ELECTRIC POWER POLE	◎	POINT OF COMMENCEMENT	P.O.C.
		POINT OF BEGINIING	P.O.B.
GUY WIRE	——	RIGHT OF WAY	R.O.W.
FIRE HYDRANT	⊙	ROAD (ASPHALT)	
SIGN	◎	OVERHEAD ELECTRIC	—OHE—
TELEPHONE PEDESTAL	T	STORM MANHOLE	SD
WATER VALVE	⋈		





LINE	BEARING	DISTANCE
L1	N 01°34'08'' E	321.73'
L2	N 88°58'08'' E	87.83'
L3	N 42°43'40'' W	86.67'

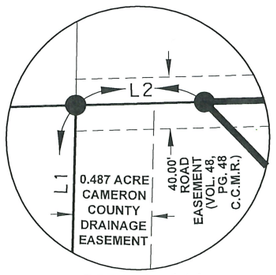
CURVE	CHORD LENGTH	CHORD BEARING	DELTA	RADIUS
C1	707.45'	S 43°48'53'' E	06°43'05''RT	6,036.95'
C2	55.26'	S 61°02'53'' W	19°53'18''LT	159.99'
C3	418.16'	N 40°40'01'' W	02°58'36''LT	8,050.00'

NOTES:

1. BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH ZONE (4205), NORTH AMERICAN DATUM 1983. VERTICAL BASED ON: NAVD 1988 VERTICAL DATUM.
2. SURVEYOR MADE NO ATTEMPT TO LOCATE ANY UNDERGROUND UTILITIES.
3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT.
4. THIS SURVEYOR HAS NOT CONDUCTED A TITLE SEARCH TO DEPICT OTHER MATTERS OF RECORD, SUCH AS EASEMENTS, SETBACKS, RESTRICTIONS OR OTHER ENCUMBRANCES THAT MAY AFFECT THIS PROPERTY
5. FLOOD ZONE DESIGNATION: THE PROPERTY SHOWN HEREON LIES IN ZONE X AND IN ZONE X(0.2 PCT ANNUAL CHANCE FLOOD HAZARD). ZONE X AREAS ARE AREAS OF MINIMAL FLOOD HAZARD. ZONE X(0.2 PCT ANNUAL CHANCE FLOOD HAZARD) AREAS ARE AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE. PANEL 0585F, MAP NUMBER 48061C0585F, MAP REVISED: JULY 20, 2018
6. HORIZONTAL DATUM: NAD83
7. VERTICAL DATUM: NAVD88
8. CONTOUR INTERVAL: 1 FOOT
9. ZONING CLASIFFICATION: AGRICULTURE

ADDRESS: BROWNSVILLE, TX 78526
SURVEYED: OCTOBER 2022
REQUESTED BY: RUFINO GARZA

THIS DOCUMENT WAS PREPARED UNDER 22 TAC §663.21, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED



DETAIL 'A'



STATE OF TEXAS
COUNTY OF CAMERON

I, VICTOR H. TREVINO, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR ENCROACHMENTS EXCEPT AS SHOWN AND THAT ALL CORNERS HAVE BEEN LOCATED AS INDICATED.

7/5/23

VICTOR H. TREVINO
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6968

ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424-3335
FAX.: (956) 583-7116
TBPLS REG. FIRM# 10163888

PROJECT NO. R22023

© COPYRIGHT 2023 ROW SURVEYING SERVICES LLC THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE USE OF THE BORROWER NAMES HEREON. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED TO COPY THIS SURVEY.

ORDINANCE NUMBER 235-2023-023

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 Agricultural (AG) to Residential Transition (R-3) and Commercial Corridor (CC) to allow a multi-family development and commercial plaza for 18.62 acres out of El Jardin Resubdivision, Lots 17 to 32, Block 116, Share 29, Espiritu Santo Grant, Cameron County, Texas, located on FM 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 the City of Brownsville Unified Development Code are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.

INTRODUCED at a public hearing on **September 19, 2023**. Passed at First Reading on **September 19, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **October 3**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, October 3, 2023
Agenda #:	**APPROVAL** on **SECOND** and **FINAL READING** on **Ordinance Number 235-2023-025**, to rezone from Residential Suburban (R-2) to Commercial Corridor (CC) to allow a general retail store for Lots 1, 2, & 3, Block 1, Palmetto Grove Subdivision, Cameron County, Texas, located at 7954 Southmost Road, Brownsville, Texas 78521, as shown in Exhibit "A". (District 1) (Planning & Redevelopment Department)

Summary:
Property owner, Palm Grove Inc., proposes to change the Zoning Designation for Lots 1, 2, & 3, Block 1, Palmetto Grove Subdivision, Cameron County, Texas, located at 7954 Southmost Road, Brownsville, Texas 78521. The applicant requests to rezone the subject property from Residential Suburban (R-2) to Commercial Corridor (CC) for the purpose of establishing a general retail store.

The predominant land use in the surrounding area is single-family dwelling. Additional uses, such as undeveloped land, a public school, and commercial business are also present within proximity of the subject property.

The property is located within the Loop Corridor. The proposed zoning/use is consistent with the Future Land Use Map.

Project Scope and Analysis:
The subject property has an approximate area of 1.26 acres and is currently vacant. If approved, this will be site to a proposed general retail store (Dollar General). The applicant is requesting a zoning reclassification due to the current zoning (R-2) only allowing residential-related uses such as single-family homes and duplex. A development such as the one being proposed requires a minimum zoning designation of Commercial Corridor (CC).

Funding:
Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:
There was no written or verbal opposition at the Planning and Zoning Commission meeting on September 7, 2023. The Planning and Zoning Commission approves this rezoning from Residential Suburban (R-2) to Commercial Corridor (CC).

The item was approved by City Commission at 1st Reading on September 19th, 2023.

Commission Pillar:
Planning & Redevelopment

Attachments:
1. Binder 235-2023-025

STAFF REPORT

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

APPLICATION DETAILS

Applicant/Representative: Palm Grove Inc./Jorge De Zenea
Property Address: 7954 Southmost Road
Application Type: Rezone
Current Zoning: Residential Suburban (R-2)
Application Date: August 4, 2023
CC Meeting Dates: 1st – September 19, 2023/ 2nd – October 3, 2023
Overlay(s): N/A
No. of Mail-outs: 26

Geo ID: 77-2861-0010-0010-00
Case No.: 235-2023-025
Proposed Use: Retail store
Proposed Zoning: Commercial Corridor (CC)
P&Z Date: September 7, 2023
Electoral District: 1
Annexation Year: 2002
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: Lots 1, 2 and 3, Block 1, Palmetto Grove Subdivision, Cameron County, Texas, located at 7954 Southmost Road, Brownsville, Texas 78521.
Roadway Frontage: The subject property is fronting Southmost Road, a primary arterial.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

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

North: Undeveloped Land, Single-Family Dwelling, and Commercial Business
East: Undeveloped Land and Single-Family Dwelling
South: Single-Family Dwelling
West: Single-Family Dwelling and Public School

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Residential Single-Family (R-1) and Extraterritorial Jurisdiction (ETJ)
East: Agricultural District (AG) and Residential Suburban (R-2)
South: Agricultural District (AG) and Residential Suburban (R-2)
West: Agricultural District (AG)

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

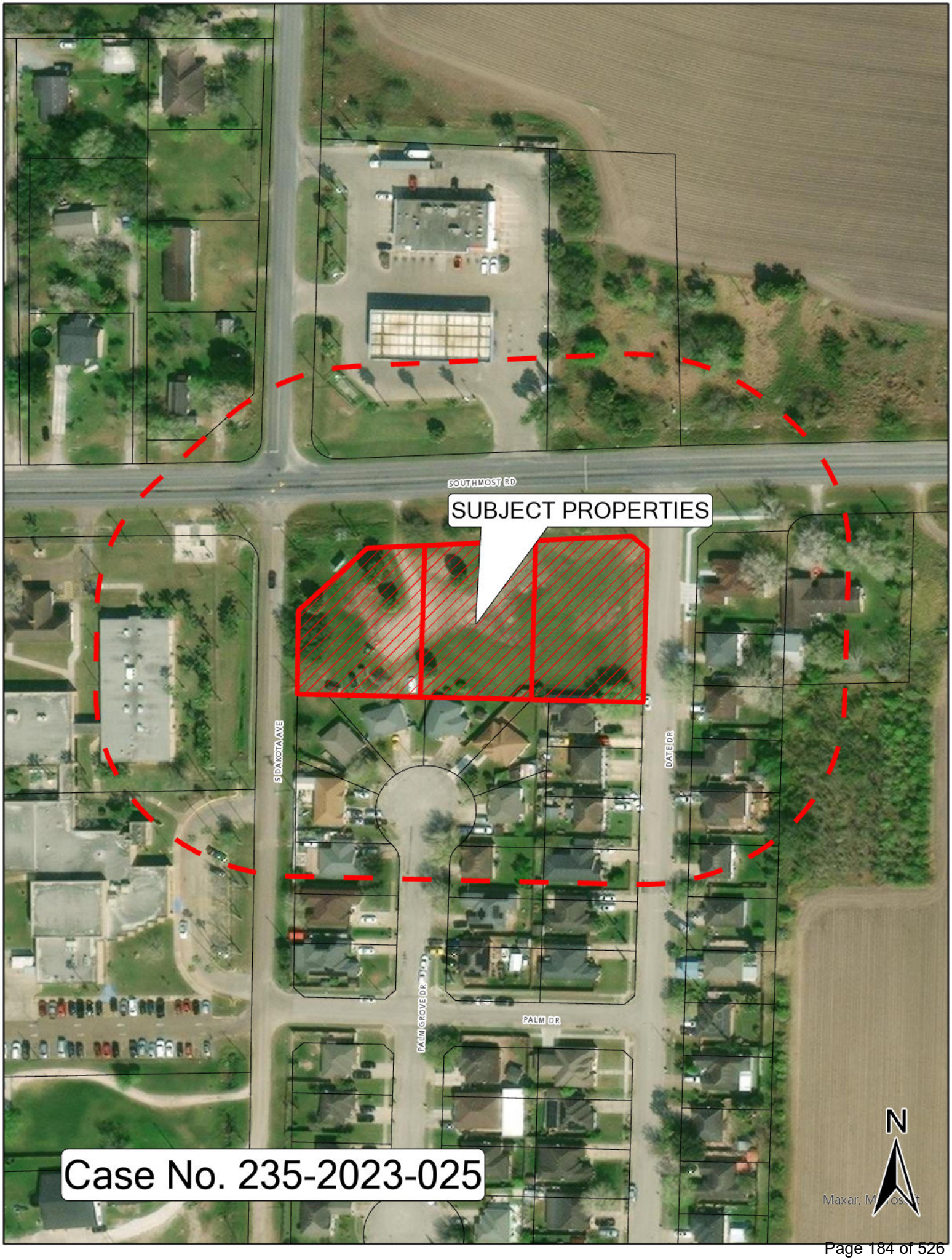
The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Loop Corridor. The Loop Corridor is commercially dominant, with a healthy mixture of residential, institutional, industrial and community facilities. Residential uses should average 4 dwelling units per acre. It It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Residential Suburban (R-2) to Commercial Corridor (CC).


SOUTHMOST RD
SUBJECT PROPERTIES
S DAKOTA AVE
DATE DR
PALM GROVE DR
PALM DR
N
Maxar, Microsoft
Case No. 235-2023-025

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

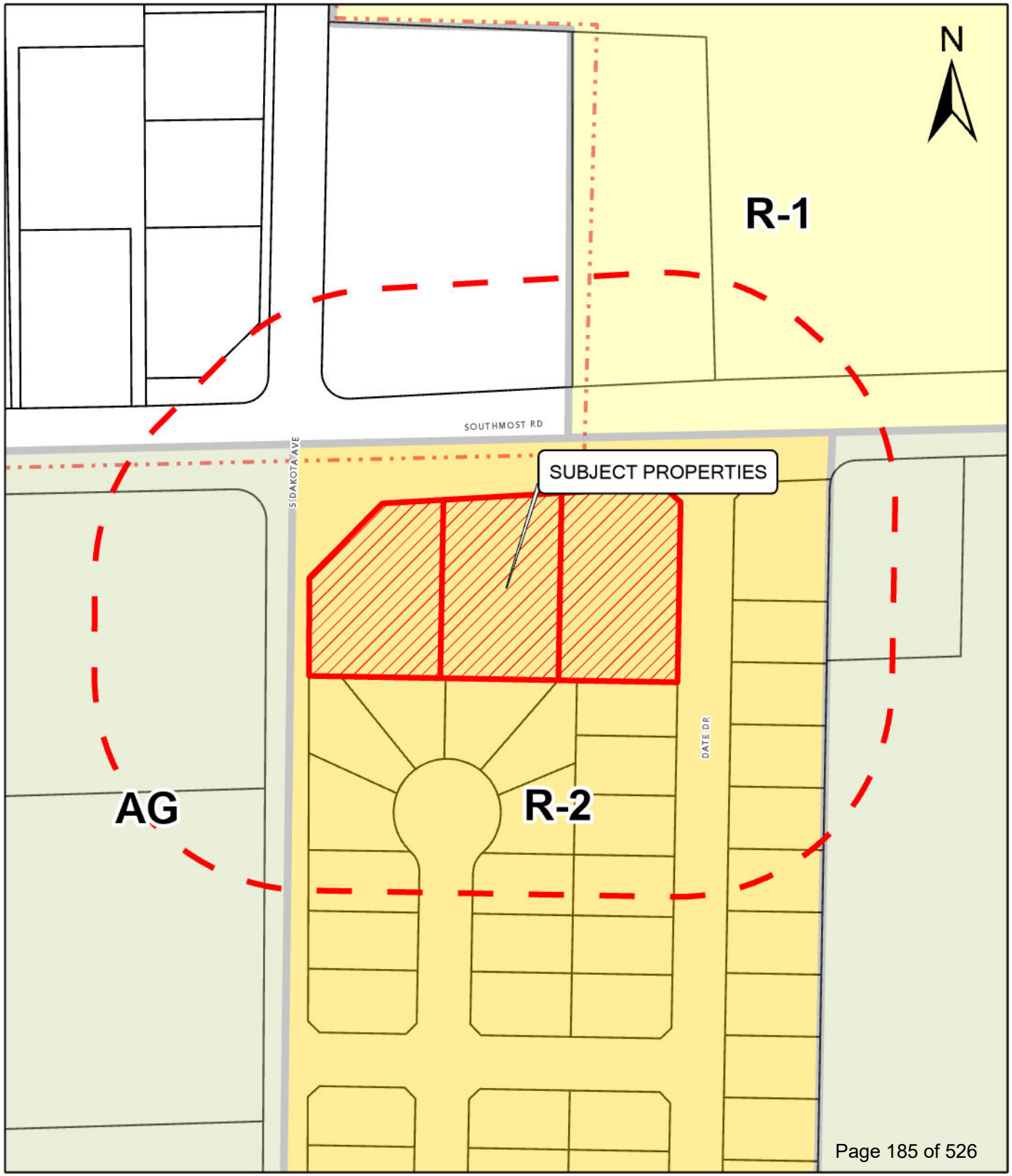
EXHIBIT "A"

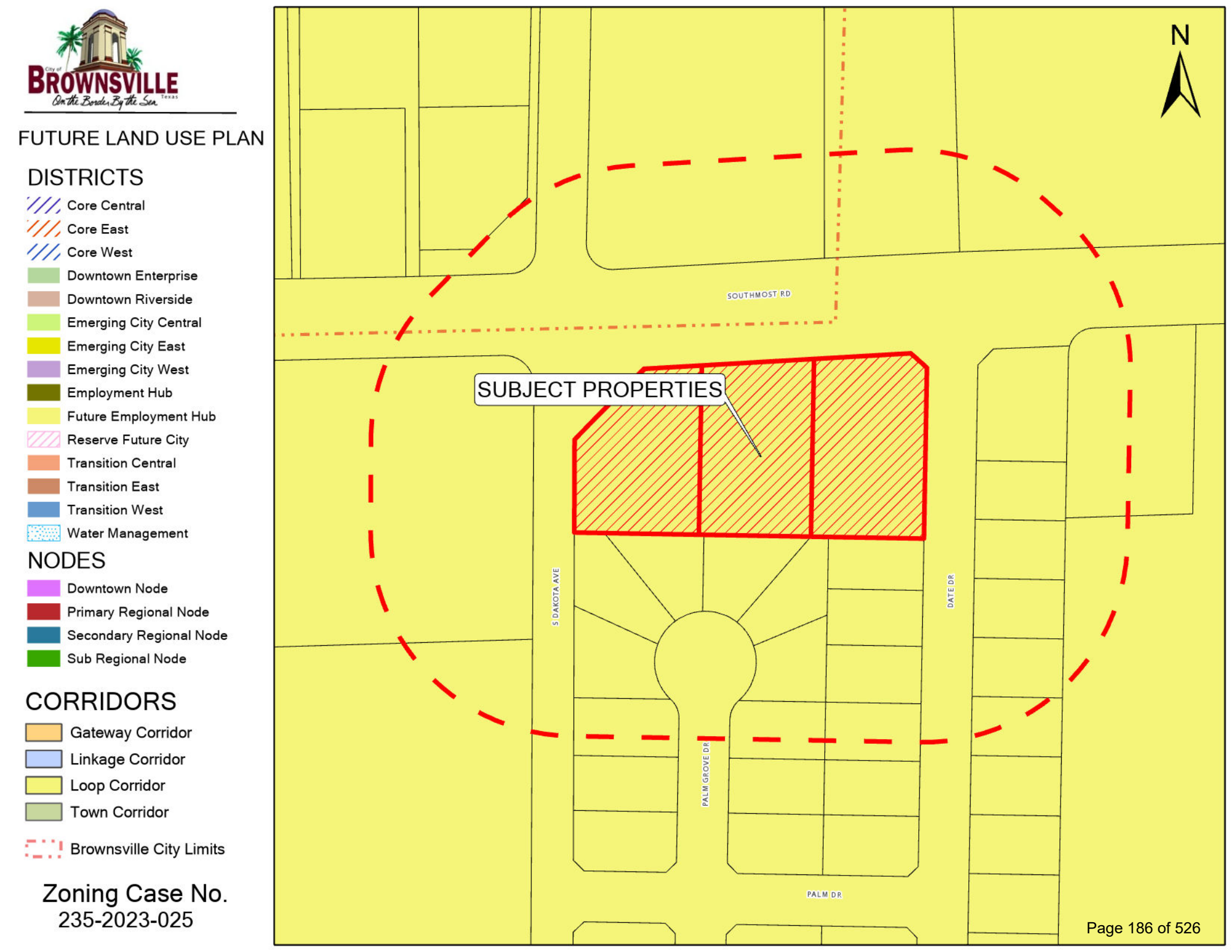
Rezoning request:
Case # 235-2023-025

Current Zoning:
R-2, Residential Suburban

Proposed Zoning:
CC, Commercial Corridor

Brownsville Electoral District #1




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-025
N
SOUTHMOST RD
SUBJECT PROPERTIES
S DAKOTA AVE
DATE DR
PALM GROVE DR
PALM DR

ORDINANCE NUMBER 235-2023-025

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

INTRODUCED at a public hearing on **September 19, 2023**. Passed at First Reading on **September 19, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **October 3**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Damian Espinoza, Senior Buyer
Date:	Tuesday, October 3, 2023
Agenda #:	Consideration and **ACTION** to **RESCIND** an award of a contract, WDI-37-0123, with Mor-Wil LLC in the amount of $1,399,405.03 for the West Brownsville Drainage Improvement Projects. (Engineering & Public Works Department)

Summary:
On June 6, 2023, the City awarded the contract to Mor-Wil LLC for the aforementioned project. It was anticipated that funding for this project would be provided by the Texas Water Development Board (TWDB). However, we regret to inform you that the TWDB did not approve the release of funds required for this undertaking.

The primary reason for the contract cancellation is the unavailability of funds due to the TWDB's decision. Despite our diligent efforts, we could not secure this project's financial support.

This cancellation may affect the project timeline and other associated factors. We sincerely regret any inconvenience this may cause to all parties involved.

The Engineering and Public Works Department has decided to rescind the contract award in light of the funding setback. We are committed to rebidding the project in the near future, with a renewed focus on working closely with the Texas Water Development Board to ensure the timely approval of funds for our next attempt.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends approval.

Commission Pillar:
Infrastructure

Attachments:
1. Notice of Cancellation

September 21, 2023

Albert Garza
Mor-Wil LLC
808 S. Shary Rd.
Mission, TX 78572
Email: brian@engoplanet.com

RE: NOTICE OF CANCELLATION OF CONTRACT - Term Contract WDI-37-0123
West Brownsville Drainage Improvements

This letter serves as your **NOTICE OF CANCELLATION OF CONTRACT** of Term Contract, WDI-37-0123 – West Brownsville Drainage Improvement ('Contract'), with the City of Brownsville ('City'). Please be advised pursuant to Section K – Termination (b) Termination for Convenience, of the contract, Mor-Wil, LLC. Rescinded

For your reference, the section of the Contract on which the City is relying is as follow:

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

Should you require further information, please contact me.

Thank You,

Damian Espinoza
Contract and Procurement Manager

ACKNOWLEDGEMENT OF RECEIPT OF NOTICE OF CANCELLATION OF CONTRACT

_____ _____
Mor-Wil LLC Date

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Jorge Cardenas, Enterprise Applications Director
Date:	Tuesday, October 3, 2023
Agenda #:	Consideration and **ACTION** to approve a cooperative purchase from SHI Government Solutions, Inc. to strengthen our Cyber Defense with CrowdStrike for three years in the amount of Year 1: $288,453.50; Year 2: $266,151.90; Year 3: $266,151.90, #702-241-776, as budgeted. (Enterprise Applications Department)

Summary:
Proposing to approve the renewal of Crowdstrike services. The renewal is for 3 years and the total cost for 3 years will be $820,757.30. Payment will be divided into annual payments: Year 1: $288,453.50; Year 2: $266,151.90; Year 3: $266,151.90; Multi-annual discount is $40,588.18.

What is Crowdstrike?

CrowdStrike is a pioneer in cloud-delivered endpoint protection. It offers the Falcon Endpoint Protection suite, an antivirus and endpoint protection system that emphasizes threat detection, machine learning malware detection, and signature-free updating. The Falcon platform is purpose-built to stop breaches via a unified set of cloud-delivered technologies that prevent all types of attacks. It responds to sophisticated attacks that go beyond malware, such as exploits, zero days, and hard-to-detect methods like credential theft.

The benefits of CrowdStrike include:

- **Cloud-native**: It eliminates complexity and simplifies deployment, driving down operational costs.
- **AI-powered**: It harnesses the power of big data and artificial intelligence to empower your team with instant visibility.
- **Single agent**: It delivers everything you need to stop breaches, providing maximum effectiveness from day one.

- **Better protection**: It offers protection across the entire threat lifecycle by combining machine learning, artificial intelligence, behavioral analytics, and proactive threat hunting in a single solution.
- **Better performance**: A single lightweight agent works everywhere, including virtual machines and data centers, providing protection even when endpoints are offline.
- **Better value**: It eliminates on-premise infrastructure and consolidates your endpoint agents with an extensible platform that grows and adapts to our needs without adding complexity.
- **Immediate time-to-value**: The unique benefits of this unified and lightweight approach include immediate time-to-value, better performance, reduced cost and complexity, and better protection.

Project Scope and Analysis:
Renew the current Crowdstrike software license.

Funding:

Source: 702-241-776

Amount: $288,453.50

Local Contribution if Applicable:

Recommendation:
The Enterprise Application Dept. recommends approval for 3 years with reseller SHI Government Solutions, Inc. as budgeted. SHI Government Solutions, Inc. is the approved cooperative vendor for Crowdstrike.

Commission Pillar:
Quality of Life & Governance

Attachments:
1. Click-Through Terms and Conditions
2. Procurement Analysis - CrowdStrike
3. SHI Quote-23905073
4. Cyber Security Program

CrowdStrike Terms and Conditions

PLEASE READ CAREFULLY: THE INDIVIDUAL ACCEPTING THESE TERMS AND CONDITIONS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY ("CUSTOMER" OR "YOU"), REPRESENTS AND WARRANTS THAT HE OR SHE HAS FULL AUTHORITY TO BIND THE CUSTOMER TO THIS AGREEMENT. UNLESS THE CUSTOMER HAS ANOTHER VALID AGREEMENT FOR THE PURCHASE AND USE OF CROWDSTRIKE PRODUCTS AND SERVICES, THESE TERMS AND CONDITIONS GOVERN YOUR RIGHTS TO USE THE CROWDSTRIKE PRODUCTS AND SERVICES. BY ASSENTING TO THESE TERMS (EITHER BY CLICKING, CHECKING A BOX OR PLACING AN ORDER) CUSTOMER ACCEPTS THESE TERMS AND CONDITIONS, WHICH WILL BE DEEMED A BINDING CONTRACT BETWEEN CUSTOMER AND CROWDSTRIKE, INC., A DELAWARE CORPORATION, ON BEHALF OF ITSELF AND ANY AFFILIATES PERFORMING HEREUNDER (COLLECTIVELY, "CROWDSTRIKE"). IF CUSTOMER DOES NOT AGREE TO OR CANNOT COMPLY WITH ALL THE TERMS AND CONDITIONS OR IF THE INDIVIDUAL DOES NOT HAVE AUTHORITY TO BIND THE CUSTOMER, THEN DO NOT ASSENT AND CUSTOMER WILL NOT BE AUTHORIZED TO ACCESS OR USE THE PRODUCTS OR SERVICES. THESE TERMS AND CONDITIONS ARE BINDING AS OF THE EARLIEST OF THE DATE THAT CUSTOMER ACCEPTS THE TERMS AND CONDITIONS HEREIN, THE DATE SET FORTH ON AN ORDER OR THE DATE ON WHICH CUSTOMER DOWNLOADS, INSTALLS, ACTIVATES OR USES THE PRODUCT OR SERVICE.

These CrowdStrike Terms and Conditions are a master agreement that cover all CrowdStrike products and services but provisions regarding specific products or services apply only to the extent you have purchased, accessed or used such products or services.

1. **Definitions.**

"**Affiliate**" means any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling).

"Agreement" means these CrowdStrike Terms and Conditions together with each Order.

"**API**" means an application program (or programming) interface.

"**CrowdStrike Competitor**" means a person or entity in the business of developing, distributing, or commercializing Internet security products or services substantially similar to or competitive with CrowdStrike's products or services.

"CrowdStrike Data" shall mean the data generated by the CrowdStrike Offerings, including but not limited to, correlative and/or contextual data, and/or detections. For the avoidance of doubt, CrowdStrike Data does not include Customer Data.

"**CrowdStrike Tool**" means any CrowdStrike proprietary software-as-a-service, software, hardware, or other tool that CrowdStrike uses in performing Professional Services, which may be specified in the applicable SOW. CrowdStrike Tools may include CrowdStrike's products.

"**Customer**" means as the context requires, in addition to the entity identified above, any Customer Affiliate that places an Order under these CrowdStrike Terms and Conditions, uses or accesses any Offering hereunder, or benefits from the Customer's use of an Offering.

"Customer Contractor" means any individual or entity (other than a CrowdStrike Competitor) that: (i) has access or use of a Product under this Agreement solely on behalf of and for Customer's Internal Use, (ii) has an agreement to provide Customer (or its Affiliates) services, and (iii) is subject to confidentiality obligations covering CrowdStrike's Confidential Information.

"**Customer Contractor Services**" means products, services or content developed or provided by Customer Contractors, including, but not limited to, third party applications complimentary to the Offerings, implementation services, managed services, training, technical support, or other consulting services related to, or in conjunction with, the Offerings.

"**Documentation**" means CrowdStrike's end-user technical documentation included in the applicable Offering.

"Endpoint" means any physical or virtual device, such as, a computer, server, laptop, desktop computer, mobile, cellular, container or virtual machine image.

"**Error**" means a reproducible failure of a Product to perform in substantial conformity with its applicable Documentation.

"Internal Use" means access or use solely for Customer's and subject to the Section entitled *Affiliates, Orders and Payment; Affiliates* and the Section entitled *Access and Use Rights*, its Affiliates', own internal information security purposes. By way of example and not limitation, Internal Use does not include access or use: (i) for the benefit of any person or entity other than Customer or its Affiliates, or (ii) in any event, for the development of any product or service. Internal Use is limited to access and use by your and your Affiliates' employees and Customer Contractors (except as set forth in the Section entitled *Customer Contractors*), in either event, solely on your behalf and for your benefit.

"**Offerings**" means, collectively, any Products, Product-Related Services, or Professional Services.

"**Order**" means any purchase order or other ordering document (including any SOW) accepted by CrowdStrike or a reseller that identifies the following ordered by Customer: Offering, Offering quantity based on CrowdStrike's applicable license metrics (e.g., number of Endpoints, size of company (based on number of employees), number of file uploads, or number of queries), price and Subscription/Order Term.

"**Product**" means any of CrowdStrike's cloud-based software or other products ordered by Customer as set forth in the relevant Order, the available accompanying API's, the CrowdStrike Data, any Documentation and any Updates thereto that may be made available to Customer from time to time by CrowdStrike.

"**Product-Related Services**" means, collectively, (i) Falcon OverWatch, (ii) Falcon Complete Team, (iii) the technical support services for certain Products provided by CrowdStrike, (iv) training, and (v) any other CrowdStrike services provided or sold with Products. Product-Related Services do not include Professional Services.

"**Professional Services**" means any professional services performed by CrowdStrike for Customer pursuant to an SOW or other Order. Professional Services may include without limitation incident response, investigation and forensic services related to cyber-security adversaries, tabletop exercises, and next generation penetration tests related to cyber-security.

"**Services**" means, collectively, any Product-Related Services and any Professional Services.

"**Statement of Work**" or "**SOW**" means a mutually-agreed executed written document describing the Professional Services to be performed by CrowdStrike for Customer, deliverables, fees, and expenses related thereto.

"**Subscription/Order Term**" means the period of time set forth in the applicable Order during which: (i) Customer is authorized by CrowdStrike to access and use the Product or Product-Related Service, or (ii) Professional Services may be performed.

"**Updates**" means any correction, update, upgrade, patch, or other modification or addition made by CrowdStrike to any Product and provided to Customer by CrowdStrike from time to time on an as available basis.

2. Affiliates, Orders and Payment.

2.1 Affiliates. Any Affiliate purchasing hereunder, or using or accessing any Offering hereunder, or benefitting from the Customer's use of an Offering, will be bound by and comply with all terms and conditions of this Agreement. The Customer signing these CrowdStrike Terms and Conditions will

remain responsible for Customer's Affiliates' acts and omissions unless Customer's Affiliate has entered into its own Terms and Conditions with CrowdStrike.

2.2 Orders. Only those transaction-specific terms stating the Offerings ordered, quantity, price, payment terms, Subscription/Order Term, and billing/provisioning contact information (and for the avoidance of doubt, specifically excluding any pre-printed terms on a Customer or reseller purchase order) will have any force or effect unless a particular Order is executed by an authorized signer of CrowdStrike and returned to Customer (or the applicable reseller). If any such Order is so executed and delivered, then only those specific terms on the face of such Order that expressly identify those portions of this Agreement that are to be superseded will prevail over any conflicting terms herein but only with respect to those Offerings ordered on such Order. Orders are non-cancellable. Any Order through a reseller is subject to, and CrowdStrike's obligations and liabilities to Customer are governed by, this Agreement.

2.3 Payment and Taxes. Customer will pay the fees for Offerings to a reseller or CrowdStrike as set forth in the applicable Order. Unless otherwise expressly set forth on the Order, Customer will pay the fees and amounts stated on each Order within 30 days after receipt of the applicable invoice. Except as otherwise expressly provided in this Agreement, all fees and other amounts are non-refundable. Fees are exclusive of any applicable sales, use, value added, withholding, and other taxes, however designated. Customer shall pay all such taxes levied or imposed by reason of Customer's purchase of the Offerings and the transactions hereunder, except for taxes based on CrowdStrike's income or with respect to CrowdStrike's employment of its employees.

3. Access & Use Rights.

3.1 Evaluation. If CrowdStrike approves Customer's evaluation use of a CrowdStrike product ("**Evaluation Product**"), the terms herein applicable to Products also apply to evaluation access and use of such Evaluation Product, except for the following different or additional terms: (i) the duration of the evaluation is as mutually agreed upon by you and CrowdStrike, provided that either CrowdStrike or you can terminate the evaluation at any time upon written (including email) notice to the other party; (ii) the Evaluation Product is provided "AS-IS" without warranty of any kind, and CrowdStrike disclaims all warranties, support obligations, and other liabilities and obligations for the Evaluation Product; and (iii) Customer's access and use is limited to Internal Use by Customer employees only.

3.2 Access & Use Rights. Subject to the terms and conditions of this Agreement (including CrowdStrike's receipt of applicable fees), CrowdStrike grants Customer, under CrowdStrike's intellectual property rights in and to the applicable Product, a non-exclusive, non-transferable (except as expressly provided in the Section entitled *Assignment*), non-sublicensable license to access and use the Products in accordance with any applicable Documentation solely for Customer's Internal Use during the applicable Subscription/Order Term. Customer's access and use is limited to the quantity in the applicable Order. Furthermore, the following additional terms and conditions apply to specific Products (or components thereof):

(a) Products with Software Components. If Customer purchases a subscription to a Product with a downloadable object-code component ("**Software Component**"), Customer may, during the Subscription/Order Term install and run multiple copies of the Software Components solely for Customer's and your Affiliates' Internal Use up to the maximum quantity in the applicable Order.

(b) CrowdStrike Tools. If CrowdStrike provides CrowdStrike Tools to you pursuant to performing Professional Services, the license set forth in the Section entitled *Access & Use Rights* applies to such CrowdStrike Tools as used solely for your Internal Use during the period of time set forth in the applicable Order, or if none is specified, for the period authorized by CrowdStrike. Not all Professional Services engagements will involve the use of CrowdStrike Tools.

3.3 Restrictions. The access and use rights set forth in the Section entitled *Access & Use Rights* do not include any rights to, and you will not, with respect to any Offering (or any portion thereof): (i) employ or authorize a CrowdStrike Competitor to use or view the Offering or Documentation, or to provide management, hosting, or support for an Offering; (ii) alter, publicly display, translate, create derivative works of or otherwise modify an Offering; (iii) sublicense, distribute or otherwise transfer an Offering to any third party (except as expressly provided in the Section entitled *Assignment*); (iv) allow third parties to access or use an Offering (except for Customer Contractors as expressly permitted herein); (v) create public Internet "links" to an Offering or "frame" or "mirror" any Offering content on any other server or wireless or Internet-based device; (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code (if any) for an Offering (except to the extent that such

prohibition is expressly precluded by applicable law), circumvent its functions, or attempt to gain unauthorized access to an Offering or its related systems or networks; (vii) use an Offering to circumvent the security of another party's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction;
(viii) remove or alter any notice of proprietary right appearing on an Offering; (ix) conduct any stress tests, competitive benchmarking or analysis on, or publish any performance data of, an Offering (provided, that this does not prevent Customer from comparing the Products to other products for Customer's Internal Use); (x) use any feature of CrowdStrike APIs for any purpose other than in the performance of, and in accordance with, this Agreement; or (xi) cause, encourage or assist any third party to do any of the foregoing. Customer agrees to use an Offering in accordance with laws, rules and regulations directly applicable to Customer and acknowledges that Customer is solely responsible for determining whether a particular use of an Offering is compliant with such laws.

3.4 Installation and User Accounts. CrowdStrike is not responsible for installing Products unless you purchase installation services from CrowdStrike. For those Products requiring user accounts, only the single individual user assigned to a user account may access or use the Product. You are liable and responsible for all actions and omissions occurring under your and your Customer Contractor's user accounts for Offerings. You shall notify CrowdStrike if you learn of any unauthorized access or use of your user accounts or passwords for an Offering.

3.5 Malware Samples. If CrowdStrike makes malware samples available to Customer in connection with an evaluation or use of the Product ("**Malware Samples**"), Customer acknowledges and agrees that: (i) Customer's access to and use of Malware Samples is at Customer's own risk, and (ii) Customer should not download or access any Malware Samples on or through its own production systems and networks and that doing so can infect and damage Customer's systems, networks, and data. Customer shall use the Malware Samples solely for Internal Use and not for any malicious or unlawful purpose. CrowdStrike will not be liable for any loss or damage caused by any Malware Sample that may infect Customer's computer equipment, computer programs, data, or other proprietary material due to Customer's access to or use of the Malware Samples.

3.6 Third Party Software. CrowdStrike uses certain third party software in its Products, including what is commonly referred to as open source software. Under some of these third party licenses, CrowdStrike is required to provide Customer with notice of the license terms and attribution to the third party. See the licensing terms and attributions for such third party software that CrowdStrike uses at: https://falcon.crowdstrike.com/opensource.

3.7 Ownership & Feedback. Products, Product-Related Services and the CrowdStrike Tools are made available for use or licensed, not sold. CrowdStrike owns and retains all right, title and interest (including all intellectual property rights) in and to the Products, Product-Related Services and the CrowdStrike Tools. Any feedback or suggestions that Customer provides to CrowdStrike regarding its Offerings and CrowdStrike Tools (e.g., bug fixes and features requests) is non-confidential and may be used by CrowdStrike for any purpose without acknowledgement or compensation; provided, Customer will not be identified publicly as the source of the feedback or suggestion.

4. Customer Contractors.

4.1 Authorization. Customer authorizes CrowdStrike to give Customer Contractors the rights and privileges to the Offerings necessary to enable and provide for Customer's use and receipt of the Customer Contractor Services. If at any time Customer revokes this authorization, to the extent the Offerings provide for Customer to limit the Customer Contractor's access and use of the Offerings, then Customer is responsible for taking the actions necessary to revoke such access and use. In the event Customer requires CrowdStrike assistance with such revocation or limitation, Customer must contact CrowdStrike Support with written notice of such revocation or limitation at support@crowdstrike.com and CrowdStrike will disable the Customer Contractor's access to Customer's Offerings within a reasonable period of time following receipt of such notice but in any event within 72 hours of receipt of such notice.

4.2 Disclaimer. Customer Contractors are subject to the terms and conditions in the Agreement while they are using the Offerings on behalf of Customer and Customer remains responsible for their acts and omissions during such time. Any breach by a Customer Contractor of this Agreement is a breach by Customer. CrowdStrike may make available Customer Contractor Services to Customer, for example, through an online directory, catalog, store, or marketplace. Customer Contractor Services are not required for use of the Offerings. Offerings may contain features, including API's, designed to interface with or provide data to Customer Contractor Services. CrowdStrike is not responsible or liable for any loss, costs or damages arising out of Customer Contractor's actions or inactions in any

manner, including but not limited to, for any disclosure, transfer, modification or deletion of Customer Data (defined in Exhibit A). Whether or not a Customer Contractor is designated by CrowdStrike as, or otherwise claims to be "certified," "authorized," or similarly labeled, CrowdStrike does not: (i) control, monitor, maintain or provide support for, Customer Contractor Services, (ii) disclaims all warranties of any kind, indemnities, obligations, and other liabilities in connection with the Customer Contractor Services, and any Customer Contractor interface or integration with the Offerings, and (iii) cannot guarantee the continued availability of Customer Contractor Services and related features. If Customer Contractor Services and related features are no longer available for any reason, CrowdStrike is not obligated to provide any refund, credit, or other compensation for, or related to, the Offerings.

4.3 Restrictions on Customer Contractors. Customer shall not give or allow Customer Contractors access to, or use of, intelligence reports provided by, or made accessible in, the Products. For the avoidance of doubt, nothing herein prevents Customer from using intelligence API's in Customer Contractor Services for Customer's Internal Use.

5. Professional Services.

5.1 Fees. Professional Services will commence on a mutually agreed upon date. Estimates provided for Professional Services performed on a time-and-material basis are estimates only and not a guaranteed time of completion. Professional Services performed on a fixed fee basis are limited to the scope of services stated in the applicable Order.

5.2 Ownership of Deliverables. Professional Services do not constitute "works for hire," "works made in the course of duty," or similar terms under laws where the transfer of intellectual property occurs on the performance of services to a payor. The only deliverable arising from the Professional Services is a report consisting primarily of CrowdStrike's findings, recommendations, and adversary information. You own the copy of the report (including without limitation, all your Confidential Information therein) delivered to you ("**Deliverable**"), subject to CrowdStrike's ownership of the CrowdStrike Materials. You agree that relative to you, CrowdStrike exclusively owns any and all software (including object and source code), flow charts, algorithms, documentation, adversary information, report templates, know-how, inventions, techniques, models, CrowdStrike trademarks, ideas and any and all other works and materials developed by CrowdStrike in connection with performing the Professional Services (including without limitation all intellectual property rights therein and thereto) (collectively, the "**CrowdStrike Materials**") and that title shall remain with CrowdStrike. For the avoidance of doubt, the CrowdStrike Materials do not include any Customer Confidential Information or other Customer provided materials or data. Upon payment in full of the amounts due hereunder for the applicable Professional Services and to the extent the CrowdStrike Materials are incorporated into the Deliverable(s), you shall have a perpetual, non-transferable (except as expressly provided in the Section entitled *Assignment*), non-exclusive license to use the CrowdStrike Materials solely as a part of the Deliverable(s) for your Internal Use.

6. Data Security and Privacy. See Exhibit A.

7. Confidentiality.

7.1 Definitions. In connection with this Agreement, each party ("**Recipient**") may receive Confidential Information of the other party ("**Discloser**") or third parties to whom Discloser has a duty of confidentiality. "**Confidential Information**" means non-public information in any form that is in the Recipient's possession regardless of the method of acquisition that the Discloser designates as confidential to Recipient or should be reasonably known by the Recipient to be Confidential Information due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information shall not include information that is: (i) in or becomes part of the public domain (other than by disclosure by Recipient in violation of this Agreement); (ii) previously known to Recipient without an obligation of confidentiality and demonstrable by the Recipient; (iii) independently developed by Recipient without use of Discloser's Confidential Information; or (iv) rightfully obtained by Recipient from third parties without an obligation of confidentiality.

7.2 Restrictions on Use. Except as allowed in Section 7.3 (*Exceptions*), Recipient shall hold Discloser's Confidential Information in strict confidence and shall not disclose any such Confidential Information to any third party, other than to its employees, and contractors, including without limitation, counsel, accountants, and financial advisors (collectively, "Representatives"), its Affiliates and their Representatives, subject to the other terms of this Agreement, and in each case who need to know such information and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Recipient shall not use Discloser's Confidential Information for any purpose other than as set forth in this Agreement. Recipient shall take

the same degree of care that it uses to protect its own confidential information of a similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid the unauthorized use, disclosure, publication, or dissemination of the Discloser's Confidential Information. Within 72 hours of Recipient becoming aware of the unauthorized use, disclosure, publication, or dissemination of the Discloser's Confidential Information while in Recipient's control, Recipient shall provide Discloser with notice thereof.

7.3 Exceptions. Recipient may disclose Discloser's Confidential Information: (i) to the extent required by applicable law or regulation; (ii) pursuant to a subpoena or order of a court or regulatory, self-regulatory, or legislative body of competent jurisdiction; (iii) in connection with any regulatory report, audit, or inquiry; or (iv) where requested by a regulator with jurisdiction over Recipient. In the event of such a requirement or request, Recipient shall, to the extent legally permitted: (a) give Discloser prompt written notice of such requirement or request prior to such disclosure; and (b) at Discloser's cost, a reasonable opportunity to review and comment upon the disclosure and request confidential treatment or a protective order pertaining thereto prior to Recipient making such disclosure. If the Recipient is legally required to disclose the Discloser's Confidential Information as part of: (x) a legal proceeding to which the Discloser is a party but the Recipient is not; or (y) a government or regulatory investigation of the Discloser, the Discloser shall pay all of the Recipient's reasonable and actual out of pocket legal fees and expenses (as evidenced by reasonably detailed invoices) and will reimburse the Recipient for its reasonable costs and fees of compiling and providing such Confidential Information, including, a reasonable hourly rate for time spent preparing for, and participating in, depositions and other testimony.

7.4 Destruction. Upon Discloser's written request, Recipient shall use commercially reasonable efforts to destroy the Confidential Information and any copies or extracts thereof. However, Recipient, its Affiliates and their Representatives may retain any Confidential Information that: (i) they are required to keep for compliance purposes under a document retention policy or as required by applicable law, professional standards, a court, or regulatory agency; or (ii) have been created electronically pursuant to automatic or ordinary course archiving, back-up, security, or disaster recovery systems or procedures; provided, however, that any such retained information shall remain subject to this Agreement. Upon Discloser's request, Recipient will provide Discloser with written confirmation of destruction in compliance with this provision.

7.5 Equitable Relief. Each party acknowledges that a breach of this Section 7 (*Confidentiality*) shall cause the other party irreparable injury and damage. Therefore, each party agrees that those breaches may be stopped through injunctive proceedings in addition to any other rights and remedies which may be available to the injured party at law or in equity without the posting of a bond.

8. Warranties & Disclaimer.

8.1 No Warranty for Pre-Production Versions. Any pre-production feature or version of an Offering provided to Customer is *experimental* and provided "AS IS" without warranty of any kind and will not create any obligation for CrowdStrike to continue to develop, productize, support, repair, offer for sale, or in any other way continue to provide or develop any such feature or Offering. Customer agrees that its purchase is not contingent on the delivery of any future functionality or features, or dependent on any oral or written statements made by CrowdStrike regarding future functionality or features.

8.2 Product Warranty. If Customer has purchased a Product, CrowdStrike warrants to Customer during the applicable Subscription/Order Term that: (i) the Product will operate without Error; and (ii) CrowdStrike has used industry standard techniques to prevent the Products at the time of delivery from injecting malicious software viruses into your Endpoints where the Products are installed. You must notify CrowdStrike of any warranty claim during the Subscription/Order Term. Your sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty will be for CrowdStrike, at its own expense to do at least one of the following: (a) use commercially reasonable efforts to provide a work-around or correct such Error; or (b) terminate your license to access and use the applicable non-conforming Product and refund the prepaid fee prorated for the unused period of the Subscription/Order Term. CrowdStrike shall have no obligation regarding Errors reported after the applicable Subscription/Order Term.

8.3 Services Warranty. CrowdStrike warrants to you that it will perform all Services in a professional and workmanlike manner consistent with generally accepted industry standards. You must notify CrowdStrike of any warranty claim for Services during the period the Services are being performed or within 30 days after the conclusion of the Services. Your sole and exclusive remedy and the entire liability of CrowdStrike for its breach of this warranty

will be for CrowdStrike, at its option and expense, to (a) use commercially reasonable efforts to re-perform the non-conforming Services, or (b) refund the portion of the fees paid attributable to the non-conforming Services.

8.4 Exclusions. The express warranties do not apply if the applicable Product or Service: (i) has been modified, except by CrowdStrike, (ii) has not been installed, used, or maintained in accordance with this Agreement or Documentation, or (iii) is non-conforming due to a failure to use an applicable Update. If any part of a Product or Service references websites, hypertext links, network addresses, or other third party locations, information, or activities, it is provided as a convenience only.

8.5 No Guarantee. CUSTOMER ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT CROWDSTRIKE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL OF CUSTOMER'S OR ITS AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND ITS AFFILIATES WILL NOT HOLD CROWDSTRIKE RESPONSIBLE THEREFOR.

8.6 Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 8, CROWDSTRIKE AND ITS AFFILIATES DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CROWDSTRIKE AND ITS AFFILIATES AND SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT WITH RESPECT TO THE OFFERINGS AND CROWDSTRIKE TOOLS. THERE IS NO WARRANTY THAT THE OFFERINGS OR CROWDSTRIKE TOOLS WILL BE ERROR FREE, OR THAT THEY WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. THE OFFERINGS AND CROWDSTRIKE TOOLS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. NEITHER THE OFFERINGS NOR CROWDSTRIKE TOOLS ARE FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY, OR PROPERTY DAMAGE. Customer agrees that it is Customer's responsibility to ensure safe use of an Offering and the CrowdStrike Tools in such applications and installations. CROWDSTRIKE DOES NOT WARRANT ANY THIRD PARTY PRODUCTS OR SERVICES.

8.7 Additional Terms That May Apply. See Exhibit C for additional warranties that may apply to certain Customers.

9. Indemnification.

9.1 CrowdStrike's Obligation. CrowdStrike shall at its cost and expense: (i) defend and/or settle any claim brought against Customer by an unaffiliated third party alleging that an Offering infringes or violates that third party's intellectual property rights, and (ii) pay and indemnify any settlement of such claim or any damages awarded to such third party by a court of competent jurisdiction as a result of such claim; provided, that Customer: (a) gives CrowdStrike prompt written notice of such claim; (b) permits CrowdStrike to solely control and direct the defense or settlement of such claim (however, CrowdStrike will not settle any claim in a manner that requires Customer to admit liability without Customer's prior written consent); and (c) provides CrowdStrike all reasonable assistance in connection with the defense or settlement of such claim, at CrowdStrike's cost and expense. In addition, Customer may, at Customer's own expense, participate in defense of any claim.

9.2 Remedies. If a claim covered under this Section occurs or in CrowdStrike's opinion is reasonably likely to occur, CrowdStrike may at its expense and sole discretion (and if Customer's access and use of an Offering is enjoined, CrowdStrike will, at its expense): (i) procure the right to allow Customer to continue using the applicable Offering; (ii) modify or replace the applicable Offering to become non-infringing; or (iii) if neither (i) nor (ii) is commercially practicable, terminate Customer's license or access to the affected portion of applicable Offering and refund a portion of the pre-paid, unused fees paid by Customer corresponding to the unused period of the Subscription/Order Term.

9.3 Exclusions. CrowdStrike shall have no obligations under this Section if the claim is based upon or arises out of: (i) any modification to the applicable Offering not made by CrowdStrike; (ii) any combination or use of the applicable Offering with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use; (iii) Customer's continued use of the allegedly infringing Offering after being notified of the infringement claim or after being provided a modified version of the Offering by CrowdStrike at no additional cost that is intended

to address such alleged infringement; (iv) Customer's failure to use the Offering in accordance with the applicable Documentation; and/or (v) Customer's use of the Offering outside the scope of the rights granted under this Agreement.

9.4 Exclusive Remedy. THE REMEDIES SPECIFIED IN THIS SECTION CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, AND CROWDSTRIKE'S ENTIRE LIABILITY, WITH RESPECT TO ANY INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

10. Limitation of Liability.

10.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY FOR ANY AMOUNTS PAID OR PAYABLE TO THIRD PARTIES UNDER SECTION 9 (*INDEMNIFICATION*), CUSTOMER'S PAYMENT OBLIGATIONS, AND/OR ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT OR OTHERWISE) FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE TO CROWDSTRIKE FOR THE RELEVANT OFFERING DURING THAT OFFERING'S SUBSCRIPTION/ORDER TERM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 10.

10.2 Additional or Different Terms That May Apply. See Exhibit C for additional or different terms related to liability that may apply to certain Customers.

11. Compliance with Laws. Each party agrees to comply with all U.S. federal, state, local and non-U.S. laws directly applicable to such party in the performance of this Agreement, including but not limited to, applicable export and import, anti-corruption and employment laws. Customer acknowledges and agrees the Offerings shall not be used, transferred, or otherwise exported or re-exported to regions that the United States and/or the European Union maintains an embargo or comprehensive sanctions (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity subject to individual prohibitions (e.g., parties listed on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders) (collectively, "Designated Nationals"), without first obtaining all required authorizations from the U.S. government and any other applicable government. Customer represents and warrants that Customer is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National. CrowdStrike represents and warrants that CrowdStrike is not located in, or is under the control of, or a national or resident of, an Embargoed Country or Designated National.

12. U.S. Government End Users.

12.1 Commercial Items. The following applies to all acquisitions by or for the U.S. government or by any U.S. Government prime contractor or subcontractor at any tier ("Government Users") under any U.S. Government contract, grant, other transaction, or other funding agreement. The Products, CrowdStrike Tools, and Documentation are "commercial items," as that term is defined in Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in FAR 12.211 and 12.212. In addition, Department of Defense FAR Supplement ("DFARS") 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by Department of Defense agencies. Consistent with FAR 12.211 and 12.212 and DFARS (48 C.F.R.) 227.7202-1 through 227.7202-4, the Products, CrowdStrike Tools, and Documentation are being licensed to Government Users pursuant to the terms of this license(s) customarily provided to the public as forth in this Agreement, unless such terms are inconsistent with United States federal law ("Federal Law").

12.2 Disputes with the U.S. Government. If this Agreement fails to meet the Government's needs or is inconsistent in any way with Federal Law and the parties cannot reach a mutual agreement on terms for this Agreement, the Government agrees to terminate its use of the Offerings. In the event of any disputes with the U.S. Government in connection with this Agreement, Section 14.3 of this Agreement

shall not apply. Instead the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with Federal Procurement Law and any such disputes shall be resolved pursuant to the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109), as implemented by the Disputes Clause, FAR 52.233-1.

12.3 Precedence. This U.S. Government rights in this Section are in lieu of, and supersedes, any other FAR, DFARS, or other clause, provision, or supplemental regulation that addresses Government rights in the Offerings, computer software or technical data under this Agreement.

13. Suspension and Termination. This Agreement shall remain effective until termination in accordance with this Section or as otherwise specified herein. CrowdStrike may immediately suspend Customer's access to, or use of, the Offerings if: (i) CrowdStrike believes that there is a significant threat to the security, integrity, functionality, or availability of the Offerings or any content, data, or applications in the Offerings; (ii) Customer or Customer users are in breach of Section 3.3 (*Restrictions*); or (iii) Customer fails to pay CrowdStrike when undisputed fees are due; provided, however, CrowdStrike will use commercially reasonable efforts under the circumstances to provide Customer with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension. Either party may terminate this Agreement upon 30 days' written notice of a material breach by the other party, unless the breach is cured within the 30-day notice period. Prior to termination and subject to the terms of this Agreement, Customer shall have the right to access and download Customer Data available per the Customer's purchased Products and data retention period in a manner and in a format supported by the Products. Upon termination of this Agreement for any reason: (a) all Customer's access and use rights granted in this Agreement will terminate;
(b) Customer must promptly cease all use of Offerings and de-install all Software Components installed on Customer's Endpoints; and (c) Customer Data will be deleted in accordance with the data retention period purchased by Customer and Section 7.4 *Confidentiality; Destruction*). Sections 1, 3.3, 7, 10, 12, 13, and 14 and all liabilities that accrue prior to termination shall survive expiration or termination of this Agreement for any reason.

14. General.

14.1 Entire Agreement. This Agreement constitutes the entire agreement between Customer and CrowdStrike concerning the subject matter of this Agreement and it supersedes all prior and simultaneous proposals, agreements, understandings, or other communications between the parties, oral or written, regarding such subject matter. Notwithstanding the foregoing, if you have a CrowdStrike *Limited Warranty Agreement for Falcon Complete* (or a preceding or successor named product) fully executed with CrowdStrike, the warranty provided therein stands alone and is not superseded by this Agreement. It is expressly agreed that the terms of this Agreement shall supersede any terms in any procurement Internet portal or other similar non-CrowdStrike document and no such terms included in any such portal or other non-CrowdStrike document shall apply to the Offerings ordered. Any Order through a reseller is subject to, and CrowdStrike's obligations and liabilities to Customer are governed by, this Agreement. CrowdStrike is not obligated under any reseller's agreement with you unless an officer of CrowdStrike executes the agreement. This Agreement shall not be construed for or against any party to this Agreement because that party or that party's legal representative drafted any of its provisions.

14.2 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate in connection with a corporate reorganization or in connection with a merger, acquisition, or sale of all or substantially all of its business and/or assets. Any assignment in violation of this Section shall be void. Subject to the foregoing, all rights and obligations of the parties under this Agreement shall be binding upon and inure to the benefit of and be enforceable by and against the successors and permitted assigns.

14.3 Governing Law; Venue. Except as otherwise provided in Exhibit B (if applicable), this Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of California, excluding its conflicts-of-law principles. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be state and federal courts in Santa Clara County, California, and the parties agree to service of process in accordance with the rules of such courts. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply. Notwithstanding the foregoing, each party reserves the right to file a suit or action in any court of competent jurisdiction as such party deems necessary to protect its intellectual property rights and, in CrowdStrike's case, to recoup any payments due.

14.4 Permission to List You as a Customer. Unless you direct otherwise by sending an email to us at legal@crowdstrike.com, which direction may be given at any time, you agree that CrowdStrike may display your company name and logo (in accordance with any trademark guidelines you provide) as a CrowdStrike customer in a manner that does not suggest your use or endorsement of any specific CrowdStrike product or service.

14.5 Independent Contractors; No Third Party Rights. The parties are independent contractors. This Agreement shall not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. No provision in this Agreement is intended or shall create any rights with respect to the subject matter of this Agreement in any third party.

14.6 Waiver, Severability & Amendments. The failure of either party to enforce any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, the provision will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect. This Agreement may only be amended, or any term or condition set forth herein waived, by written consent of both parties.

14.7 Force Majeure. Neither party shall be liable for, nor shall either party be considered in breach of this Agreement due to, any failure to perform its obligations under this Agreement (other than its payment obligations) as a result of a cause beyond its control, including but not limited to, act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including an upstream server block and Internet or other networked environment disruption or outage), power or other utility, labor problem, or any other cause, whether similar or dissimilar to any of the foregoing, which could not have been prevented with reasonable care. The party experiencing a force majeure event, shall use commercially reasonable efforts to provide notice of such to the other party.

14.8 Notices. All legal notices will be given in writing to the addresses in the Order and will be effective: (i) when personally delivered, (ii) on the reported delivery date if sent by a recognized international or overnight courier, or (iii) five business days after being sent by registered or certified mail (or ten days for international mail). For clarity, Orders, POs, confirmations, invoices, and other documents relating to order processing and payment are not legal notices and may be delivered electronically in accordance with each party's standard ordering procedures.

Exhibit A: Data Security and Privacy Schedule

1. Definitions

a. **"CrowdStrike Systems"** means those computer systems hosting the 'Falcon EPP Platform'.

b. **"Customer Data"** means the data generated by the Customer's Endpoint and collected by: (i) the Products, and/or (ii) the CrowdStrike Tools, and in either case, sent to the CrowdStrike Systems. Customer Data is considered Customer's Confidential Information (defined in Section 7 *Confidentiality*) and subject to the exclusions, exceptions and obligations set forth therein and this Exhibit A *Data Security and Privacy Schedule*.

c. **"Execution Profile/Metric Data"** means any machine-generated data, such as metadata derived from tasks, file execution, commands, resources, network telemetry, executable binary files, macros, scripts, and processes, that: (i) Customer provides to CrowdStrike in connection with this Agreement or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent it includes Personal Data.

d. **"Personal Data"** means information provided by Customer to CrowdStrike or collected by CrowdStrike from Customer used to distinguish or trace a natural person's identity, either alone or when combined with other personal or identifying information that is linked or linkable by CrowdStrike to a specific natural person. Personal Data also includes such other information about a specific natural person to the extent that the data protection laws applicable in the jurisdictions in which such person resides define such information as Personal Data.

e. **"Privacy and Security Laws"** means U.S. federal, state and local and non-U.S. laws, including those of the European Union, that regulate the privacy or security of Personal Data and that are directly applicable to CrowdStrike.

f. **"Security Breach"** means unauthorized access to, or unauthorized acquisition of: (i) Customer Data, or (ii) Personal Data, stored on CrowdStrike Systems that results in the compromise of such Customer Data and/or Personal Data.

g. **"Threat Actor Data"** means any malware, spyware, virus, worm, Trojan horse, or other potentially malicious or harmful code or files, URLs, DNS data, network telemetry, commands, processes or techniques, metadata, or other information or data, in each case that is potentially related to unauthorized third parties associated therewith and that: (i) Customer provides to CrowdStrike in connection with this Agreement, or (ii) is collected or discovered during the course of CrowdStrike providing Offerings, excluding any such information or data that identifies Customer or to the extent that it includes Personal Data.

2. Falcon Platform

The 'Falcon EPP Platform' uses a crowd-sourced environment, for the benefit of all customers, to help customers protect themselves against suspicious and potentially destructive activities. CrowdStrike's Products are designed to detect, prevent, respond to, and identify intrusions by collecting and analyzing data, including machine event data, executed scripts, code, system files, log files, dll files, login data, binary files, tasks, resource information, commands, protocol identifiers, URLs, network data, and/or other executable code and metadata. Customer, rather than CrowdStrike, determines which types of data, whether Personal Data or not, exist on its systems. Accordingly, Customer's endpoint environment is unique in configurations and naming conventions and the machine event data could potentially include Personal Data. CrowdStrike uses the data to: (i) analyze, characterize, attribute, warn of, and/or respond to threats against Customer and other customer, (ii) analyze trends and performance, (iii) improve the functionality of, and develop, CrowdStrike's products and services, and enhance cybersecurity; and (iv) permit Customers to leverage other applications that use the data, but for all of the foregoing, in a way that does not identify Customer or Customer's Personal Data to other customers. Neither Execution Profile/Metric Data nor Threat Actor Data are Customer's Confidential Information or Customer Data.

3. Processing Personal Data

a. Provisioning/Use of Offerings**.** Personal Data may be collected and used during the provisioning and use of the Offerings to deliver, support and improve the Offerings, administer the Agreement and further the business relationship between you and CrowdStrike, comply with law, act in accordance with your written instructions, or otherwise in accordance with this Agreement. You authorize CrowdStrike to collect, use, store and transfer the Personal Data that you provide to CrowdStrike as contemplated in this Agreement.

b. Suspicious/Unknown File Analysis. While using certain CrowdStrike Offerings Customer may have the option to upload (by submission, configuration, and/or, in the case of Services, by CrowdStrike personnel retrieval) files and other information related to the files for security analysis and response or, when submitting crash reports, to make the product more reliable and/or improve CrowdStrike's products and services or enhance cyber-security. These potentially suspicious or unknown files may be transmitted and analyzed to determine functionality and their potential to cause instability or damage your endpoint. In some instances, these files could contain Personal Data for which you are responsible.

4. Compliance with Privacy and Information Security Requirements

a. Compliance with Laws. CrowdStrike shall comply with all Privacy and Security Laws, the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of Personal Data from the European Economic Area, Switzerland, and the United Kingdom, as applicable. CrowdStrike's privacy notice may be found at http://www.crowdstrike.com/privacy-notice/. To the extent necessary to comply with Privacy and Security Laws, including but not limited to when Customer is a controller of Personal Data processed by CrowdStrike originating in the European Union, Switzerland, or the United Kingdom, the Data Protection Addendum set forth here https://www.crowdstrike.com/data-protection-agreement shall apply to CrowdStrike's processing of such Customer Personal Data.

b. Safeguards. CrowdStrike shall maintain appropriate technical and organizational safeguards commensurate with the sensitivity of the Customer Data and Personal Data processed by it on Customer's behalf, which are designed to protect the security, confidentiality, and integrity of such Customer Data and Personal Data and protect such Customer Data and Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, including the safeguards set forth on Appendix 1 which substantially conform to the ISO/IEC 27002 control framework. ("Information Security Controls for CrowdStrike Systems").

5. Customer Obligations. Customer, along with its Affiliates, represents and warrants that: (i) it owns or has a right of use from a third party, and controls, directly or indirectly, all of the software,

hardware and computer systems (collectively, "Systems") where the Products and/or CrowdStrike Tools will be installed or that will be the subject of, or investigated during, the Offerings, (ii) to the extent required under any federal, state, or local U.S. or non-US laws (e.g., Computer Fraud and Abuse Act, 18 U.S.C. § 1030 et seq., Title III, 18 U.S.C. 2510 et seq., and the Electronic Communications Privacy Act, 18 U.S.C. § 2701 et seq.) it has authorized CrowdStrike to access the Systems and process and transmit data through the Offerings and CrowdStrike Tools in accordance with this Agreement and as necessary to provide and perform the Offerings, (iii) it has a lawful basis in having CrowdStrike investigate the Systems, process the Customer Data and the Personal Data; (iv) that it is and will at all relevant times remain duly and effectively authorized to instruct CrowdStrike to carry out the Offerings, and (v)
it has made all necessary disclosures, obtained all necessary consents and government authorizations required under applicable law to permit the processing and international transfer of Customer Data and Customer Personal Data from each Customer and Customer Affiliate, to CrowdStrike.

Exhibit B
Dispute Resolution Outside North America

If your principal office is located outside North America as indicated in the Agreement, the terms and conditions of this Exhibit shall apply to all disputes arising out of or relating to this Agreement (excluding disputes regarding the actual or alleged violation of CrowdStrike's intellectual property rights or the collection of overdue invoices, which shall be governed by California law).

1. For ALL principal offices outside North America:

a. Choice of Law. This Agreement, and the rights and duties of the parties arising from this Agreement, shall be governed by, construed, and enforced with the laws of the State of New York, excluding its conflicts-of-law principles. The Uniform Computer Information Transactions Act and the United Nations Convention on the International Sale of Goods shall not apply.

b. Arbitration. Any dispute, claim, or controversy arising out of or relating to this Agreement or the existence, breach, termination, enforcement, interpretation, or validity of the Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, (each, a "**Dispute**") shall be referred to and finally resolved by arbitration under the rules and at the location identified below. The arbitral panel shall consist of three (3) arbitrators, selected as follows: each party shall appoint one (1) arbitrator; and those two (2) arbitrators shall discuss and select third arbitrator. If the two party- appointed arbitrators are unable to agree on a third arbitrator, the third arbitrator shall be selected in accordance with the applicable rules of the arbitration body. Each arbitrator shall be independent of each of the parties and shall have suitable experience and knowledge in the subject matter of the Dispute. The arbitrators shall have the authority to grant specific performance and to allocate between the parties the costs of arbitration (including service fees, arbitrator fees and all other fees related to the arbitration) in such equitable manner as the arbitrators may determine. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, either party shall have the right to institute an action in a court of proper jurisdiction for preliminary injunctive relief pending a final decision by the arbitrator, provided that a permanent injunction and damages shall only be awarded by the arbitrator. The language to be used in the arbitral proceedings shall be English.

2. For ONLY principal offices within Europe, the Middle East or Africa:
Any Dispute shall be referred to and finally resolved by arbitration under the London Court of International Arbitration Rules (which Rules are deemed to be incorporated by reference into this clause) on the basis that the governing law is as follows: (a) if Customer brings an action against CrowdStrike, then the governing law is the State of New York, USA, (b) if CrowdStrike brings an action against Customer, then the governing law the laws of England and Wales,
The seat, or legal place, of arbitration shall be London, England.

3. ***For ONLY principal offices within Asia Pacific (including India), Australia & New Zealand:***
Any Dispute shall be referred to and finally resolved by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce in force on the date when the notice of arbitration is submitted in accordance with such Rules (which Rules are deemed to be incorporated by reference into this clause) on the basis that the governing law is as follows: (a) if Customer brings an action against CrowdStrike, then the governing law is the State of New York, USA, (b) if CrowdStrike brings an action against Customer, then the governing law is as follows: (i) for Customers in: (x) Asia

Pacific (including India): the laws of England and Wales, (y) Australia and New Zealand: the laws of the State of New South Wales, Australia. In all cases, the seat, or legal place, of arbitration shall be Singapore.

4. For ONLY principal offices within the Americas, excluding North America:
Any Dispute shall be referred to and finally resolved by arbitration under International Dispute Resolution Procedures of the American Arbitration Association in force on the date when the notice of arbitration is submitted in accordance with such Procedures (which Procedures are deemed to be incorporated by reference into this clause) on the basis that the governing law is the law of the State of New York, USA. The seat, or legal place, of arbitration shall be New York, New York, USA.

Exhibit C
Additional or Different Terms That May Apply to Certain Customers

A. For Australian Consumers Only.

A.1. For Customers that are consumers under the Australian Consumer Law, the following provisions apply**.**

The benefits of the warranty in Section 8 *Warranties & Disclaimer* of this Agreement are in addition to any other rights and remedies in relation to the Offerings that Customer may be entitled to under Australian Consumer Law. Our goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the service, you are entitled: (i) to cancel your service contract with us; and (ii) to a refund for the unused portion, or to compensation for its reduced value. You are also entitled to choose a refund or replacement for major failures with goods. If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

The warranties in this Agreement are provided by CrowdStrike, Inc. at 150 Mathilda Place, Sunnyvale California, USA. To file a claim under this limited warranty, Customers must contact CrowdStrike at support@crowdstrike.com. CrowdStrike shall be responsible for any costs Customer incurs in making a warranty claim under this Agreement.

A.2. For Customers that are consumers under the Australian Consumer Law, Section 12 *Limited Liability* shall be replaced in its entirety with the following:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY FOR ANY AMOUNTS PAID OR PAYABLE TO THIRD PARTIES UNDER SECTION 9 (*INDEMNIFICATION*), CUSTOMER'S PAYMENT OBLIGATIONS, AND/OR ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE), INDEMNITIES (OTHER THAN EXPRESSLY STATED IN SECTION 9 (*INDEMNIFICATION*)), OR OTHERWISE) FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE; OR (B) AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID OR PAYABLE TO CROWDSTRIKE FOR THE RELEVANT OFFERING DURING THAT OFFERING'S SUBSCRIPTION/ORDER TERM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION A2

SECTION A.2 DOES NOT SEEK TO LIMIT OR EXCLUDE THE LIABILITY OF CROWDSTRIKE OR ITS AFFILIATES IN THE EVENT OF DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR FOR FRAUD OR FOR ANY OTHER LIABILITY FOR WHICH IT IS NOT PERMITTED BY LAW TO EXCLUDE. TO THE EXTENT APPLICABLE, **THIS PROVISION MUST BE READ SUBJECT TO THE AUSTRALIAN CONSUMER LAW.**

B. For Customers Outside the United States and Australia. Some countries, states and provinces, including member states of the European Economic Area, do not allow certain exclusions or limitations of liability, therefore, the exclusions or limitation of liabilities and disclaimers of warranties in the Agreement may not fully apply to Customer if the laws directly applicable to CrowdStrike in the performance of this Agreement do not allow such terms.

APPROVED AS TO FORM
AND LEGALITY

Guillermo S. T

_____

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

PURCHASING & CONTRACT SERVICES
PROCUREMENT ANALYSIS

Date: Thursday, September 21, 2023
To: Mrs. Helen Ramirez, City Manager
From: Mr. Lupe Granado III, Financial Services Director
CC: Mr. Damian Espinoza, Interim Procurement and Contract Manager
Mr. Jorge Cardenas, Enterprise Application Director

Subject: Agenda Item for the City Commission meeting of Tuesday, October 3, 2023 "Consideration and Action to execute a 3 year contract for software services from CrowdStrike through SHI."

At the Mr. Jorge Cardenas, Enterprise Application Director , the Procurement Division requested to invoke the "Interlocal contract for cooperative purchasing" clause under Local Government Code Section §791.025 (C) **DIR** #DIR-TSO-4317 .

Sec. 791.025. CONTRACTS FOR PURCHASES. (c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

PROCUREMENT SUMMARY: SHI Government Solutions is eligible under this procurement for the purchase of software services in the amount of **$820,757.30**. (Exhibit A)

Breakdown of the contract:

Discount for Multi-Year Agreement is $40,588.18
The Length of the Contract is Three Years - 9/16/2023-10/16/2026.
Year 1 - $288,453.50
Year 2 - $266,151.90
Year 3 - $266,151.90

Pricing Proposal
Quotation #: 23905073
Created On: 9/6/2023
Valid Until: 10/13/2023

TX-City of Brownsville

Jorge Cardenas
1150 E. Adams St.
1st Floor
MIS Dept.
Brownsville, TX 78520
United States
Phone: (956) 548-6031
Fax:
Email: jorge.cardenas@brownsvilletx.gov

Inside Account Manager

Teresa Sapichino
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8240
Fax:
Email: Teresa_Sapichino@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	"Falcon Complete with Threat Graph Standardon Gov Cloud" CrowdStrike - Part#: CS.FCSD.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	2217	$75.10	$166,496.70
2	Insight CrowdStrike - Part#: CS.INSIGHTB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	2217	$0.00	$0.00
3	Prevent CrowdStrike - Part#: CS.PREVENTB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	2217	$0.00	$0.00
4	Discover CrowdStrike - Part#: CS.DISCB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	2217	$0.00	$0.00
5	"Falcon Complete Subscription on GovCloud" CrowdStrike - Part#: CS.FALCOMPSGOV.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	2217	$0.00	$0.00

6	Overwatch CrowdStrike - Part#: CS.OWB.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	2217	$0.00	$0.00
7	"Threat Graph Standardon GovCloud" CrowdStrike - Part#: CS.TG.STD.GOV Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	2217	$0.00	$0.00
8	Falcon Complete: Complimentary CID CrowdStrike - Part#: CS.FALCOMPONBC.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	1	$0.00	$0.00
9	Falcon Complete with Server Threat Graph Standard on Gov Cloud CrowdStrike - Part#: CS.FCSD.HPS.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	211	$93.40	$19,707.40
10	Insight CrowdStrike - Part#: CS.INSIGHTB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	211	$0.00	$0.00
11	Prevent CrowdStrike - Part#: CS.PREVENTB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	211	$0.00	$0.00
12	Discover CrowdStrike - Part#: CS.DISCB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	211	$0.00	$0.00
13	"Falcon Complete Subscription on GovCloud" CrowdStrike - Part#: CS.FALCOMPSGOV.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	211	$0.00	$0.00
14	Overwatch CrowdStrike - Part#: CS.OWB.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	211	$0.00	$0.00

15	Server Threat Graph Standard on GovCloud CrowdStrike - Part#: CS.TG.STD.HPSGOV Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	211	$0.00	$0.00
16	Essential Support CrowdStrike - Part#: RR.HOS.ENT.ESTL Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	1	$17,381.00	$17,381.00
17	"University LMS Subscription CustomerAccess Pass" CrowdStrike - Part#: RR.PSO.ENT.PASS Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	6	$0.00	$0.00
18	Identity Threat Protection Complete Bundle on GovCloud CrowdStrike - Part#: CS.ITPC.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	1900	$34.70	$65,930.00
19	Identity Threat Protection (Accounts) CrowdStrike - Part#: CS.ITP.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	1900	$0.00	$0.00
20	"Identity Threat Protection Complete Upgrade on GovCloud(Accounts)" CrowdStrike - Part#: CS.ITPCU.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	1900	$0.00	$0.00
21	Falcon Spotlight CrowdStrike - Part#: CS.SPOTLT.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	2428	$7.80	$18,938.40
22	Falcon Spotlight CrowdStrike - Part#: CS.SPOTLT.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	2428	$7.20	$17,481.60
23	Discover CrowdStrike - Part#: CS.DISCB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025	2217	$0.00	$0.00

	Note: Year 2			
24	"Falcon Complete Subscription on GovCloud" CrowdStrike - Part#: CS.FALCOMPSGOV.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	2217	$0.00	$0.00
25	Overwatch CrowdStrike - Part#: CS.OWB.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	2217	$0.00	$0.00
26	"Threat Graph Standardon GovCloud" CrowdStrike - Part#: CS.TG.STD.GOV Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	2217	$0.00	$0.00
27	Essential Support CrowdStrike - Part#: RR.HOS.ENT.ESTL Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	1	$16,044.00	$16,044.00
28	"University LMS Subscription CustomerAccess Pass" CrowdStrike - Part#: RR.PSO.ENT.PASS Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	6	$0.00	$0.00
29	Identity Threat Protection Complete Bundle on GovCloud CrowdStrike - Part#: CS.ITPC.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	1900	$32.00	$60,800.00
30	Identity Threat Protection (Accounts) CrowdStrike - Part#: CS.ITP.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	1900	$0.00	$0.00
31	"Identity Threat Protection Complete Upgrade on GovCloud(Accounts)" CrowdStrike - Part#: CS.ITPCU.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	1900	$0.00	$0.00
32	"Falcon Complete with Threat Graph Standardon Gov Cloud" CrowdStrike - Part#: CS.FCSD.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317	211	$86.20	$18,188.20

	Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2			
33	Insight CrowdStrike - Part#: CS.INSIGHTB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	211	$0.00	$0.00
34	Prevent CrowdStrike - Part#: CS.PREVENTB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	211	$0.00	$0.00
35	Discover CrowdStrike - Part#: CS.DISCB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	211	$0.00	$0.00
36	"Falcon Complete Subscription on GovCloud" CrowdStrike - Part#: CS.FALCOMPSGOV.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	211	$0.00	$0.00
37	Overwatch CrowdStrike - Part#: CS.OWB.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	211	$0.00	$0.00
38	"Threat Graph Standardon GovCloud" CrowdStrike - Part#: CS.TG.STD.GOV Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	211	$0.00	$0.00
39	"Falcon Complete with Threat Graph Standardon Gov Cloud" CrowdStrike - Part#: CS.FCSD.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	2217	$69.30	$153,638.10
40	Insight CrowdStrike - Part#: CS.INSIGHTB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	2217	$0.00	$0.00
41	Prevent CrowdStrike - Part#: CS.PREVENTB.SOLN Contract Name: Software/ Services	2217	$0.00	$0.00

	Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2			
42	Falcon Spotlight CrowdStrike - Part#: CS.SPOTLT.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	2428	$7.20	$17,481.60
43	"Falcon Complete with Threat Graph Standardon Gov Cloud" CrowdStrike - Part#: CS.FCSD.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	2217	$69.30	$153,638.10
44	Insight CrowdStrike - Part#: CS.INSIGHTB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	2217	$0.00	$0.00
45	Prevent CrowdStrike - Part#: CS.PREVENTB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	2217	$0.00	$0.00
46	Discover CrowdStrike - Part#: CS.DISCB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	2217	$0.00	$0.00
47	"Falcon Complete Subscription on GovCloud" CrowdStrike - Part#: CS.FALCOMPSGOV.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	2217	$0.00	$0.00
48	Overwatch CrowdStrike - Part#: CS.OWB.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	2217	$0.00	$0.00
49	"Threat Graph Standardon GovCloud" CrowdStrike - Part#: CS.TG.STD.GOV Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	2217	$0.00	$0.00
50	Essential Support CrowdStrike - Part#: RR.HOS.ENT.ESTL	1	$16,044.00	$16,044.00

	Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3			
51	"University LMS Subscription CustomerAccess Pass" CrowdStrike - Part#: RR.PSO.ENT.PASS Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	6	$0.00	$0.00
52	Identity Threat Protection Complete Bundle on GovCloud CrowdStrike - Part#: CS.ITPC.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	1900	$32.00	$60,800.00
53	Identity Threat Protection (Accounts) CrowdStrike - Part#: CS.ITP.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	1900	$0.00	$0.00
54	"Identity Threat Protection Complete Upgrade on GovCloud(Accounts)" CrowdStrike - Part#: CS.ITPCU.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	1900	$0.00	$0.00
55	"Falcon Complete with Threat Graph Standardon Gov Cloud" CrowdStrike - Part#: CS.FCSD.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	211	$86.20	$18,188.20
56	Insight CrowdStrike - Part#: CS.INSIGHTB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	211	$0.00	$0.00
57	Prevent CrowdStrike - Part#: CS.PREVENTB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	211	$0.00	$0.00
58	Discover CrowdStrike - Part#: CS.DISCB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	211	$0.00	$0.00
59	"Falcon Complete Subscription on GovCloud"	211	$0.00	$0.00

	CrowdStrike - Part#: CS.FALCOMPSGOV.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3			
60	Overwatch CrowdStrike - Part#: CS.OWB.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	211	$0.00	$0.00
61	"Threat Graph Standardon GovCloud" CrowdStrike - Part#: CS.TG.STD.GOV Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	211	$0.00	$0.00
			Total	$820,757.30

Additional Comments

This Crowdstrike order is non-cancellable and non-refundable

Please note: additional manufacturer terms and conditions may apply. Your inside sales team will reach out to you with updates as needed.

The following bullets apply to all Crowdstrike items on this quote:

- **Your use of the products and services is governed by the end user terms and conditions located at: https://www.crowdstrike.com/terms-conditins unless you and CrowdStrike have otherwise executed a different agreement**
- **For the avoidance of doubt, SHI is not a party to the OEM Agreement, nor responsible for any terms of the OEM Agreement**

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Discount for Multi-Year Agreement is $40,588.18
The Length of the Contract is Three Years - 9/16/2023-10/16/2026
Year 1 - $288,453.50
Year 2 – $266,151.90
Year 3 - $266,151.90

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Pricing Proposal
Quotation #: 23905073
Created On: 9/6/2023
Valid Until: 10/13/2023

TX-City of Brownsville

Jorge Cardenas
1150 E. Adams St.
1st Floor
MIS Dept.
Brownsville, TX 78520
United States
Phone: (956) 548-6031
Fax:
Email: jorge.cardenas@brownsvilletx.gov

Inside Account Manager

Teresa Sapichino
290 Davidson Ave
Somerset, NJ 08873
Phone: 732-564-8240
Fax:
Email: Teresa_Sapichino@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	"Falcon Complete with Threat Graph Standardon Gov Cloud" CrowdStrike - Part#: CS.FCSD.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	2217	$75.10	$166,496.70
2	Insight CrowdStrike - Part#: CS.INSIGHTB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	2217	$0.00	$0.00
3	Prevent CrowdStrike - Part#: CS.PREVENTB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	2217	$0.00	$0.00
4	Discover CrowdStrike - Part#: CS.DISCB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	2217	$0.00	$0.00
5	"Falcon Complete Subscription on GovCloud" CrowdStrike - Part#: CS.FALCOMPSGOV.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	2217	$0.00	$0.00

6	Overwatch CrowdStrike - Part#: CS.OWB.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	2217	$0.00	$0.00
7	"Threat Graph Standardon GovCloud" CrowdStrike - Part#: CS.TG.STD.GOV Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	2217	$0.00	$0.00
8	Falcon Complete: Complimentary CID CrowdStrike - Part#: CS.FALCOMPONBC.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	1	$0.00	$0.00
9	Falcon Complete with Server Threat Graph Standard on Gov Cloud CrowdStrike - Part#: CS.FCSD.HPS.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	211	$93.40	$19,707.40
10	Insight CrowdStrike - Part#: CS.INSIGHTB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	211	$0.00	$0.00
11	Prevent CrowdStrike - Part#: CS.PREVENTB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	211	$0.00	$0.00
12	Discover CrowdStrike - Part#: CS.DISCB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	211	$0.00	$0.00
13	"Falcon Complete Subscription on GovCloud" CrowdStrike - Part#: CS.FALCOMPSGOV.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	211	$0.00	$0.00
14	Overwatch CrowdStrike - Part#: CS.OWB.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	211	$0.00	$0.00

15	Server Threat Graph Standard on GovCloud CrowdStrike - Part#: CS.TG.STD.HPSGOV Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	211	$0.00	$0.00
16	Essential Support CrowdStrike - Part#: RR.HOS.ENT.ESTL Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	1	$17,381.00	$17,381.00
17	"University LMS Subscription CustomerAccess Pass" CrowdStrike - Part#: RR.PSO.ENT.PASS Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	6	$0.00	$0.00
18	Identity Threat Protection Complete Bundle on GovCloud CrowdStrike - Part#: CS.ITPC.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	1900	$34.70	$65,930.00
19	Identity Threat Protection (Accounts) CrowdStrike - Part#: CS.ITP.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	1900	$0.00	$0.00
20	"Identity Threat Protection Complete Upgrade on GovCloud(Accounts)" CrowdStrike - Part#: CS.ITPCU.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	1900	$0.00	$0.00
21	Falcon Spotlight CrowdStrike - Part#: CS.SPOTLT.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 9/16/2023 – 10/15/2024 **Note:** Year 1	2428	$7.80	$18,938.40
22	Falcon Spotlight CrowdStrike - Part#: CS.SPOTLT.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	2428	$7.20	$17,481.60
23	Discover CrowdStrike - Part#: CS.DISCB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025	2217	$0.00	$0.00

Note: Year 2

24	"Falcon Complete Subscription on GovCloud" CrowdStrike - Part#: CS.FALCOMPSGOV.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	2217	$0.00	$0.00
25	Overwatch CrowdStrike - Part#: CS.OWB.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	2217	$0.00	$0.00
26	"Threat Graph Standardon GovCloud" CrowdStrike - Part#: CS.TG.STD.GOV Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	2217	$0.00	$0.00
27	Essential Support CrowdStrike - Part#: RR.HOS.ENT.ESTL Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	1	$16,044.00	$16,044.00
28	"University LMS Subscription CustomerAccess Pass" CrowdStrike - Part#: RR.PSO.ENT.PASS Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	6	$0.00	$0.00
29	Identity Threat Protection Complete Bundle on GovCloud CrowdStrike - Part#: CS.ITPC.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	1900	$32.00	$60,800.00
30	Identity Threat Protection (Accounts) CrowdStrike - Part#: CS.ITP.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	1900	$0.00	$0.00
31	"Identity Threat Protection Complete Upgrade on GovCloud(Accounts)" CrowdStrike - Part#: CS.ITPCU.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2024 – 10/15/2025 **Note:** Year 2	1900	$0.00	$0.00
32	"Falcon Complete with Threat Graph Standardon Gov Cloud" CrowdStrike - Part#: CS.FCSD.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317	211	$86.20	$18,188.20

Coverage Term: 10/16/2024 – 10/15/2025
Note: Year 2

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33 Insight — 211 — $0.00 — $0.00
CrowdStrike - Part#: CS.INSIGHTB.SOLN
Contract Name: Software/ Services
Contract #: DIR-TSO-4317
Coverage Term: 10/16/2024 – 10/15/2025
Note: Year 2

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34 Prevent — 211 — $0.00 — $0.00
CrowdStrike - Part#: CS.PREVENTB.SOLN
Contract Name: Software/ Services
Contract #: DIR-TSO-4317
Coverage Term: 10/16/2024 – 10/15/2025
Note: Year 2

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35 Discover — 211 — $0.00 — $0.00
CrowdStrike - Part#: CS.DISCB.SOLN
Contract Name: Software/ Services
Contract #: DIR-TSO-4317
Coverage Term: 10/16/2024 – 10/15/2025
Note: Year 2

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36 "Falcon Complete Subscription on GovCloud" — 211 — $0.00 — $0.00
CrowdStrike - Part#: CS.FALCOMPSGOV.SVC
Contract Name: Software/ Services
Contract #: DIR-TSO-4317
Coverage Term: 10/16/2024 – 10/15/2025
Note: Year 2

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37 Overwatch — 211 — $0.00 — $0.00
CrowdStrike - Part#: CS.OWB.SVC
Contract Name: Software/ Services
Contract #: DIR-TSO-4317
Coverage Term: 10/16/2024 – 10/15/2025
Note: Year 2

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38 "Threat Graph Standardon GovCloud" — 211 — $0.00 — $0.00
CrowdStrike - Part#: CS.TG.STD.GOV
Contract Name: Software/ Services
Contract #: DIR-TSO-4317
Coverage Term: 10/16/2024 – 10/15/2025
Note: Year 2

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39 "Falcon Complete with Threat Graph Standardon Gov Cloud" — 2217 — $69.30 — $153,638.10
CrowdStrike - Part#: CS.FCSD.GOV.SOLN
Contract Name: Software/ Services
Contract #: DIR-TSO-4317
Coverage Term: 10/16/2024 – 10/15/2025
Note: Year 2

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40 Insight — 2217 — $0.00 — $0.00
CrowdStrike - Part#: CS.INSIGHTB.SOLN
Contract Name: Software/ Services
Contract #: DIR-TSO-4317
Coverage Term: 10/16/2024 – 10/15/2025
Note: Year 2

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41 Prevent — 2217 — $0.00 — $0.00
CrowdStrike - Part#: CS.PREVENTB.SOLN
Contract Name: Software/ Services

Contract #: DIR-TSO-4317
Coverage Term: 10/16/2024 – 10/15/2025
Note: Year 2

42	Falcon Spotlight CrowdStrike - Part#: CS.SPOTLT.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	2428	$7.20	$17,481.60
43	"Falcon Complete with Threat Graph Standardon Gov Cloud" CrowdStrike - Part#: CS.FCSD.GOV.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	2217	$69.30	$153,638.10
44	Insight CrowdStrike - Part#: CS.INSIGHTB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	2217	$0.00	$0.00
45	Prevent CrowdStrike - Part#: CS.PREVENTB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	2217	$0.00	$0.00
46	Discover CrowdStrike - Part#: CS.DISCB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	2217	$0.00	$0.00
47	"Falcon Complete Subscription on GovCloud" CrowdStrike - Part#: CS.FALCOMPSGOV.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	2217	$0.00	$0.00
48	Overwatch CrowdStrike - Part#: CS.OWB.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	2217	$0.00	$0.00
49	"Threat Graph Standardon GovCloud" CrowdStrike - Part#: CS.TG.STD.GOV Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	2217	$0.00	$0.00
50	Essential Support CrowdStrike - Part#: RR.HOS.ENT.ESTL	1	$16,044.00	$16,044.00

Contract Name: Software/ Services
Contract #: DIR-TSO-4317
Coverage Term: 10/16/2025 – 10/16/2026
Note: Year 3

51	"University LMS Subscription CustomerAccess Pass" CrowdStrike - Part#: RR.PSO.ENT.PASS Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	6	$0.00	$0.00
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57	Prevent CrowdStrike - Part#: CS.PREVENTB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	211	$0.00	$0.00
58	Discover CrowdStrike - Part#: CS.DISCB.SOLN Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	211	$0.00	$0.00
59	"Falcon Complete Subscription on GovCloud"	211	$0.00	$0.00

	CrowdStrike - Part#: CS.FALCOMPSGOV.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3			
60	Overwatch CrowdStrike - Part#: CS.OWB.SVC Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	211	$0.00	$0.00
61	"Threat Graph Standardon GovCloud" CrowdStrike - Part#: CS.TG.STD.GOV Contract Name: Software/ Services Contract #: DIR-TSO-4317 Coverage Term: 10/16/2025 – 10/16/2026 **Note:** Year 3	211	$0.00	$0.00
			Total	$820,757.30

Additional Comments

This Crowdstrike order is non-cancellable and non-refundable

Please note: additional manufacturer terms and conditions may apply. Your inside sales team will reach out to you with updates as needed.

The following bullets apply to all Crowdstrike items on this quote:

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- **For the avoidance of doubt, SHI is not a party to the OEM Agreement, nor responsible for any terms of the OEM Agreement**

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Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Discount for Multi-Year Agreement is $40,588.18
The Length of the Contract is Three Years - 9/16/2023-10/16/2026
Year 1 - $288,453.50
Year 2 – $266,151.90
Year 3 - $266,151.90

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Strengthening the City's Cyber Defense

ENTERPRISE APPLICATIONS DEPARTMENT

Strengthening the City's Cyber Defense

What is the need?	• Strengthen the City's Cyber Defense
Who?	• City of Brownsville
Why?	• Protect the City's data, systems, and users from a wide range of threats, ensuring business continuity and safeguarding sensitive information
How will I know this problem has been solved?	• Endpoint protection is securing devices that connect to the Network • Identity protection ensures that only authenticated users have access to the City's systems and data

PROPOSAL

Solution	Benefit	Cost
❑ **CrowdStrike** ❑ Cloud-delivered endpoint protection ❑ Falcon Endpoint Protection ❑ Antivirus ❑ Threat detection ❑ Machine learning malware detection ❑ Stops breaches	❑ Cloud-Native ❑ AI-powered ❑ Single agent ❑ Better Value ❑ Better protection ❑ Immediate time-to-value	❑ **$Year 1:** $288,453.50 ❑ **$Year 2:** $266,151.90 ❑ **$Year 3:** $266,151.90 ❑ **3-year Contract** ❑ **Funding Source:** ❑ **Account 702-241-776**

CROWDSTRIKE

TOTAL COST COMPARISON

	CURRENT STATE	FALCON COMPLETE
PEOPLE		
FTEs Needed for 24x7 SOC Coverage	$360,000	Included
FTEs Needed for 24x7 Threat Hunting	N/A	Included
PROCESS		
FTEs Responding to Detections and Alerts	$7,000	Included
Time Remediating Endpoints	$11,520	Included
Downtime due to Remediation	$12,960	Included
Reduce Dependence on IR Consultants	N/A	Included
Reduce Cost of Endpoint Hygiene Inspections	N/A	Included
TECHNOLOGY		
Consolidation of Solutions (√ if Included)	$76,800	Included
AV	√	Included
EDR		Included
Threat Hunting		Included
IT Hygiene		Included
Maintenance and Configuration of Solutions	$14,400	Included
Hardware Expenses	$4,500	N/A
OTHER		
Cost of Service Providers	N/A	Included
$1M Warranty Coverage to Offset Breach Costs	NOT Included	Included
TOTAL	$487,180	$288,453.5

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Yolanda Galarza, City Secretary
Date:	Tuesday, October 3, 2023
Agenda #:	Public Hearing and **ACTION** on **Ordinance Number 2023-1582-A**, supplementing and amending Ordinance Number 2013-1582 relating to the issuance of the City of Brownsville, Texas Utilities System Commercial Paper Notes, Series A; authorizing replacement of the dealer for such notes, including execution and delivery of a dealer agreement, and approving an offering memorandum in connection therewith; and resolving other matters related thereto. (Brownsville Public Utilities Board BPUB)

Summary:
In connection with the establishment and authorization of the BPUB Commercial Paper Notes Program, the City Commission previously authorized the execution of a Dealer Agreement dated November 15, 2013, with Citigroup Global Markets Inc. Since the term of the Dealer Agreement with Citigroup ends on November 21, 2023, the BPUB Board has determined that it is in the best interests of the Issuer to enter into a replacement dealer agreement for the Commercial Paper Notes with J.P. Morgan Securities LLC.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Approval of Supplemental Ordinance 2023-1582-A

Commission Pillar:
Governance Pillar

Attachments:

1. BPUB Commercial Paper Ordinance - Dealer Replacement - October 3 2023 Commission Agenda

CERTIFICATE OF CITY SECRETARY

THE STATE OF TEXAS	§
	§
COUNTY OF CAMERON	§
	§
CITY OF BROWNSVILLE, TEXAS	§

THE UNDERSIGNED HEREBY CERTIFIES that:

1. The City Commission (the "*Governing Body"*) of the City of Brownsville, Texas (the "*City"*), convened on October 3, 2023 in regular session in the regular meeting place of the City at the City Hall (the "*Meeting"*), which Meeting was at all times open to the public, the duly constituted officers and members of the Governing Body being as follows:

John Cowen, Jr.	Mayor
Tino Villarreal, Jr.	Commissioner At-Large "A"
Rose M. Z. Gowen, M.D.	Commissioner At-Large "B"
Bryan L. Martinez	Commissioner District 1
Linda C. Macias	Commissioner District 2
Roy De los Santos	Commissioner District 3
Pedro Cardenas	Commissioner District 4

and all of such persons were present at the Meeting, except the following: none, thus constituting a quorum. Among other business considered at the Meeting, the attached ordinance (the "*Ordinance"*) entitled:

> AN ORDINANCE SUPPLEMENTING AND AMENDING ORDINANCE NO. 2013-1582 RELATING TO THE ISSUANCE OF THE CITY OF BROWNSVILLE, TEXAS UTILITY SYSTEM COMMERCIAL PAPER NOTES, SERIES A; AUTHORIZING REPLACEMENT OF THE DEALER FOR SUCH NOTES, INCLUDING EXECUTION AND DELIVERY OF A DEALER AGREEMENT, AND APPROVING AN OFFERING MEMORANDUM IN CONNECTION THEREWITH; AND RESOLVING OTHER MATTERS RELATED THERETO

was introduced and submitted to the Governing Body for passage and adoption. After presentation and discussion of the Ordinance, a motion was made by Commissioner _____ that the Ordinance be finally passed and adopted in accordance with the City's Home Rule Charter. The motion was seconded by Commissioner _____ and carried by the following vote:

___ voted "FOR" ___ voted "AGAINST" ___ ABSTAINED

all as shown in the official Minutes of the Governing Body for the Meeting.

2. The attached ordinance is a true and correct copy of the original on file in the official records of the City; the duly qualified and acting members of the Commissioner on the date of the Meeting are those persons shown above, and, according to the records of my office,

each member of the Governing Body was given actual notice of the time, place, and purpose of the Meeting and had actual notice that the Ordinance would be considered; and the Meeting and deliberation of the aforesaid public business, including the subject of the Ordinance, was posted and given in advance thereof in compliance with the provisions of Chapter 551, Texas Government Code.

IN WITNESS WHEREOF, I have signed my name officially and affixed the seal of the City, this _____ day of _____, 2023.

_____
City Secretary

[CITY SEAL]

ORDINANCE NO. 2023-_____

AN ORDINANCE SUPPLEMENTING AND AMENDING ORDINANCE NO. 2013-1582 RELATING TO THE ISSUANCE OF THE CITY OF BROWNSVILLE, TEXAS UTILITY SYSTEM COMMERCIAL PAPER NOTES, SERIES A; AUTHORIZING REPLACEMENT OF THE DEALER FOR SUCH NOTES, INCLUDING EXECUTION AND DELIVERY OF A DEALER AGREEMENT, AND APPROVING AN OFFERING MEMORANDUM IN CONNECTION THEREWITH; AND RESOLVING OTHER MATTERS RELATED THERETO

"Adopted October 3, 2023"

ORDINANCE NO. 2023-_____

AN ORDINANCE SUPPLEMENTING AND AMENDING ORDINANCE NO. 2013-1582 RELATING TO THE ISSUANCE OF THE CITY OF BROWNSVILLE, TEXAS UTILITY SYSTEM COMMERCIAL PAPER NOTES, SERIES A; AUTHORIZING REPLACEMENT OF THE DEALER FOR SUCH NOTES, INCLUDING EXECUTION AND DELIVERY OF A DEALER AGREEMENT, AND APPROVING AN OFFERING MEMORANDUM IN CONNECTION THEREWITH; AND RESOLVING OTHER MATTERS RELATED THERETO

WHEREAS, the City Commission (the "*Governing Body"*) of the City of Brownsville, Texas (the "*Issuer"*) has heretofore issued, and there are currently outstanding revenue refunding bonds (the "*Previously Issued Senior Lien Obligations"*) supported by a first and prior lien on and pledge of the net revenues (the "*Net Revenues"*) of the Issuer's combined utility systems (the "*System"*); and

WHEREAS, the Governing Body of the Issuer has heretofore issued, and there are currently outstanding, revenue bonds (the "*Junior Lien Obligations"*) supported by a lien on and pledge of the Net Revenues of the System that is junior and inferior to the liens and pledges securing the Previously Issued Senior Lien Obligations; and

WHEREAS, the Governing Body has previously duly enacted its Ordinance No. 2013-1582 on September 17, 2013, Supplemental Ordinance No. 2016-1619 on September 20, 2016, Supplemental Ordinance No. 2019-1662 on September 17, 2019, Supplemental Ordinance No. 2021-1582 on April 20, 2021, and Supplemental Ordinance No. 2022-1711 on September 20, 2022 (collectively, the "*Note Ordinance*") approving the issuance, sale, terms and forms of commercial paper notes supported by a lien on and pledge of the Net Revenues of the System that is junior and inferior to the liens and pledges securing the previously issued Junior Lien Obligations, thus constituting Subordinate Lien Obligations in an aggregate principal amount not to exceed $100,000,000 at any one time outstanding and designated under the Note Ordinance as "City of Brownsville, Texas Utility System Commercial Paper Notes, Series A" (the "*Commercial Paper Notes*" or "*Notes*"); and

WHEREAS, the Governing Body of the Issuer has heretofore issued, sold, and delivered, and there are currently outstanding, the Commercial Paper Notes, which are equally and ratably secured by a lien on and pledge of the Net Revenues of the System which are currently on a parity with the liens securing the payment of currently outstanding Subordinate Lien Obligations; and

WHEREAS, the Issuer is an incorporated city operating under a home-rule charter adopted pursuant to Article XI, Section 6, of the Constitution of Texas having a population according to the latest federal decennial census of 90,000 or more and having outstanding long-term indebtedness that is rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long-term obligations; and

WHEREAS, in connection with the establishment and authorization of the Commercial Paper Notes, the City Commission previously authorized the execution of a Dealer Agreement (the "*Prior Dealer Agreement*"), dated as of November 15, 2013, with Citigroup Global Markets

Inc. (the "*Prior Dealer*"), pursuant to which the Prior Dealer agreed to serve as dealer for the Commercial Paper Notes; and

WHEREAS, since the term of the Prior Dealer Agreement ends on November 21, 2023, the Governing Body of the Issuer has determined that it is in the best interests of the Issuer to enter into a replacement dealer agreement (the "*Dealer Agreement*") for the Commercial Paper Notes with J.P. Morgan Securities LLC (the "*Dealer*"), pursuant to which the Dealer will agree to serve as dealer for the Commercial Paper Notes; and

WHEREAS, also in connection with the replacement of the dealer for the Commercial Paper Notes, the Governing Body of the Issuer desires to authorize and approve the preparation of a commercial paper offering memorandum (the "*Offering Memorandum*") in connection with the Commercial Paper Notes; and

WHEREAS, the Governing Body of the Issuer desires for the City to enter into the Dealer Agreement and have the Dealer serve as dealer for the Commercial Paper Notes; and

WHEREAS, the Governing Body of the Issuer hereby finds and determines that the actions described herein are in the best interest of the City, its inhabitants and the System; and

WHEREAS, the Governing Body of the Issuer desires to take all appropriate and necessary actions to replace the dealer for the Commercial Paper Notes, to authorize such replacement by adopting this Supplemental Ordinance, to approve necessary and appropriate agreements, certificates or other instruments, including the Dealer Agreement, and disclosure documents relating thereto, including the Offering Memorandum; now, therefore,

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

Section 1. Approval of Replacement of Dealer and Dealer Agreement. (a) The Governing Body of the Issuer hereby approves (i) replacement of the dealer for the Commercial Paper Notes in accordance with the terms of the Note Ordinance, (ii) selection of the Dealer as the dealer for the Commercial Paper Notes, and (iii) the Dealer Agreement, substantially in the form attached hereto as Exhibit A.

(b) The Dealer Agreement approved herein is subject to such insertions, additions, and modifications as shall be determined by the Authorized Representative to be necessary to (a) issue, sell and deliver the Commercial Paper Notes, (b) comply with the conditions set forth in the Note Ordinance and with all other applicable laws, rules and regulations, and (c) carry out the other intents and purposes of the Note Ordinance, as supplemented by this Supplemental Ordinance, and the Authorized Representative is hereby authorized to execute and deliver the Dealer Agreement, along with any necessary agreements, certificates or other documents or instruments to evidence the approval of the Dealer Agreement on behalf of the Issuer in one or more counterparts, and the City Secretary is hereby authorized to attest and affix the Issuer's seal thereto.

Section 2. Approval of Offering Memorandum. The Issuer hereby approves and authorizes the use the Offering Memorandum by the Dealer in the offering of the Commercial Paper Notes. The Authorized Representative, with the consultation of the staff of the Board and the City's Finance Department is hereby authorized to approve the form of the Offering Memorandum and any subsequent amendments or modifications and supplements thereto and the form of any subsequent or updated Offering Memoranda, to be used by the Dealer in the offering of the Notes, and the use thereof by the Dealer in connection therewith.

Section 3. Authorization of Notices to Notice Parties. The Issuer hereby authorizes the Authorized Representative to provide any notices to, and receive any consents from, the holders of the Notes, each rating agency which has issued a rating on the Commercial Paper Notes, the Credit Provider, the Prior Dealer, the Dealer, the Issuing and Paying Agent and others, to the extent required by the Note Ordinance, the Reimbursement Agreement, the Fee Letter, the Prior Dealer Agreement, the Dealer Agreement and the Issuing and Paying Agency Agreement in connection with any actions authorized herein.

Section 4. Ratification and Confirmation of Note Ordinance, Commercial Paper Notes, Dealer Agreement and Issuing and Paying Agency Agreement. (a) The Note Ordinance, as amended hereby, is hereby ratified and confirmed in all respects.

(b) The prior authorization and issuance of the Commercial Paper Notes in accordance with and subject to the terms, conditions and limitations contained in the Note Ordinance, as amended hereby, are hereby ratified and confirmed.

(c) The Issuing and Paying Agency Agreement dated as of November 21, 2013 between the Issuer and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank, National Association, is hereby ratified and confirmed.

Section 5. Engagement of Bond Counsel. The previous engagement of the firm of Orrick, Herrington & Sutcliffe LLP as Bond Counsel is hereby confirmed.

Section 6. Defined Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Note Ordinance.

Section 7. Further Procedures. The Mayor, City Secretary, Authorized Representatives and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the seal and on behalf of the Issuer without limitation all such agreements, instruments and certificates, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Supplemental Ordinance, the Reimbursement Agreement, the Fee Letter, the Dealer Agreement, the Issuing and Paying Agency Agreement, the Commercial Paper Notes and the Loans, including directing the transfer and application of funds. In case any officer whose signature appears on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until such delivery. Specifically, by the adoption of this

Supplemental Ordinance, the Issuer hereby authorizes the payment of the fees and expenses incurred by the Issuer in connection with the replacement of the dealer for the Notes and the execution and delivery of the Dealer Agreement.

In addition, the Authorized Representatives are hereby authorized to approve, subsequent to the date of the adoption of this Supplemental Ordinance, any amendments, extensions, revisions, modifications or deletions and restatements to any Credit Agreement, Dealer Agreement and Issuing and Paying Agency Agreement, including, but not limited to, extensions thereto, as may be required by any bond rating agency, as a condition to the granting or maintenance of a rating on the Notes or as may be necessary or desirable to carry out the purposes of this Supplemental Ordinance or protect the interests of the Issuer.

Section 8. Declaration of Emergency and Public Security Authorization. It is hereby found and determined that a case of emergency and urgent public necessity exists which requires the holding of the meeting at which this ordinance is passed and further requires that this Ordinance be passed finally and take effect immediately on the date of its introduction, such emergency and urgent public necessity being that the proceeds from the sale of the Notes are required as soon as possible and without delay for the purposes set forth herein. It is further officially found and determined that this ordinance is a public security authorization, and therefore this ordinance shall be effective immediately upon approval by the City Commission pursuant to section 1201.028, Texas Government Code, as amended.

Section 9. Open Meeting. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place, and subject of the meeting of the City Commission of the City at which this Supplemental Ordinance was adopted was posted at a place convenient and readily accessible at all times to the general public at the Administration Building of the Issuer for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Supplemental Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. The City Commission further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 10. Repealer. All ordinances or parts thereof inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 11. Effective Date. This Supplemental Ordinance is effective immediately upon passage and approval.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED by the City of Brownsville, Texas, this the ___ day of _____, 2023.

CITY OF BROWNSVILLE, TEXAS

_____
Mayor

ATTEST:

_____
City Secretary

(ISSUER SEAL)

I, the undersigned, City Attorney of the City of Brownsville, Texas, hereby certify that I read, passed upon, and approved as to form the foregoing Ordinance prior to its adoption and passage as aforesaid.

_____
City Attorney

EXHIBIT A

FORM OF DEALER AGREEMENT

(Attached)

DEALER AGREEMENT

between

CITY OF BROWNSVILLE, TEXAS

and

J.P. MORGAN SECURITIES LLC

as Dealer

dated as of

November 21, 2023

relating to

CITY OF BROWNSVILLE, TEXAS
UTILITY SYSTEM COMMERCIAL PAPER NOTES
SERIES A

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DEALER AGREEMENT

This Dealer Agreement (this "Agreement"), dated as of November 21, 2023, is between the CITY OF BROWNSVILLE, TEXAS (the "City") and J.P. MORGAN SECURITIES LLC (the "Dealer").

WHEREAS, pursuant to Ordinance No. 2013-1582, adopted by the City Commission of the City on September 17, 2013, authorizing the issuance of the Notes (as defined below), Supplemental Ordinance No. 2016-1619 adopted by the City Commission of the City on September 20, 2016, Supplemental Ordinance No. 2019-1662 adopted by the City Commission of the City on September 17, 2019, Supplemental Ordinance No. 2021-1582 adopted by the City Commission of the City on April 20, 2021 and Supplemental Ordinance No. 2022-1711 adopted by the City Commission of the City on September 20, 2022 (collectively, the "Initial Ordinance"), the City authorized the issuance and sale of its commercial paper notes designated as "City of Brownsville, Texas Utility System Commercial Paper Notes, Series A (Tax-Exempt)" and "City of Brownsville, Texas Utility System Commercial Paper Notes, Series A (Taxable)" (collectively, the "Notes"), to be issued in an aggregate principal amount to be outstanding at any time not to exceed $100,000,000, in accordance with an Issuing and Paying Agency Agreement (the "Issuing and Paying Agency Agreement"), dated as of November 21, 2013, by and between the City and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank, National Association (the "Issuing and Paying Agent"); and

WHEREAS, the City has entered into a Reimbursement Agreement pursuant to which an irrevocable direct-pay letter of credit was issued (together, referred to herein as the "Credit Agreement"), dated as of November 1, 2022, with PNC Bank, National Association (the "Credit Provider"), to provide for the payment of $100,000,000 in principal plus $11,095,891 in interest on the Notes; and

WHEREAS; the City previously entered into a Dealer Agreement for the Notes (the "Prior Dealer Agreement"), dated as of November 15, 2013, with Citigroup Global Markets Inc. (the "Prior Dealer"), and the term of the Prior Dealer Agreement ends on November 21, 2023; and

WHEREAS; pursuant to a Supplemental Ordinance adopted by the City Commission of the City on September 19, 2023 (together with the Initial Ordinance the "Ordinance"), the City found that it is in the best interests of the City, its inhabitants, and the System to replace the Prior Dealer with the Dealer pursuant to this Agreement; and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Ordinance; and

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. Agreement to Purchase and Sell Notes.

(a) Sale and Purchase of Notes. All obligations of the City shall extend to the full aggregate principal amount of the Notes issued and sold from time to time and the Dealer will use its best efforts to offer and sell on behalf of the City the Notes, in one or more installments, up to an aggregate principal amount of $100,000,000 outstanding at any time, in accordance with the

Ordinance and the Issuing and Paying Agency Agreement. The Ordinance authorized issuance of the Notes pursuant to its terms, the Credit Agreement, and the Issuing and Paying Agency Agreement.

For the avoidance of doubt, reference to the Dealer's selling, marketing or offering of the Notes means the Dealer's placement of Notes or purchasing of Notes, whether for its own account or for the account of others (though the Dealer is not obligated to commit its resources to complete a sale of Notes hereunder).

(b) Appointment of Dealer. After the Closing (as defined herein), the Dealer agrees to offer and sell the Notes to institutional investors and other entities and individuals who typically purchase commercial paper in the United States commercial paper market. The Notes will be sold at par in minimum denominations authorized in the Ordinance, will mature on the dates determined by an Authorized Representative (but not more than 270 days from the date of issuance and not fewer than 4 days without the consent of the Credit Provider), and will have no extension, renewal, or automatic roll-over provisions. The City agrees that, concurrently with the effective date of this Agreement, there will be delivered to the Dealer the written opinion of Bond Counsel (defined herein) to the City, in form and substance reasonably satisfactory to the Dealer, covering the Notes issued and sold by the City and not covered by any previous opinion. It is understood that the Notes have been immobilized as book-entry-only securities with The Depository Trust Company, New York, New York (DTC), the City will provide DTC with a Note or Notes in the total authorized amount of the Notes, and the Dealer will accept delivery of Notes from time to time from the Issuing and Paying Agent through DTC's facilities. (If the book-entry-only system is discontinued, the Notes shall be printed or lithographed; shall be prepared and delivered at the City's expense from the Issuing and Paying Agent in fully registered form in the minimum denomination authorized by the Ordinance or any multiple thereof and shall be registered in the names as shall be requested by the Dealer.) It is further understood that a copy of the opinion issued in connection with the initial offering of Notes covered by this Agreement will be printed on or accompany certificates evidencing the Notes and delivered to The Depository Trust Company, New York, New York (DTC), and (unless notified by the City that it is no longer effective) may be relied upon by the Dealer in connection with any issuance and sale by the City of any Notes.

On any Business Day on which the Dealer is unable to sell any Notes on behalf of the City, the Dealer may, at its sole option, agree to purchase such Notes on terms agreed to by the Dealer and the City. All transactions in Notes between the Dealer and the City shall be in accordance with the Ordinance, the Issuing and Paying Agency Agreement, and the custom and practice in the commercial paper market to the extent such custom and practice is not inconsistent with the Ordinance and the Issuing and Paying Agency Agreement. The purchase of Notes by the Dealer shall be negotiated and agreed upon orally between the Dealer's personnel and an Authorized Representative and, subject to the standards set forth in the Ordinance, the principal amount of Notes to be sold, the interest rate applicable thereto, and the maturity thereof shall be so determined. The Dealer shall not be obligated to purchase, and the City shall not be obligated to sell, any Notes unless and until agreement has been reached in each case on the foregoing points and the Dealer has agreed to such purchase.

(c) Status of Dealer. It is understood that in undertaking to perform such duties, and in the performance thereof, it is the intention of the parties that the Dealer will act solely as an agent and not as a principal of the City. The City acknowledges that (i) the agreement of the Dealer to use its best efforts to offer and sell the Notes pursuant to this Agreement is an arm's-length, commercial transaction between the City and the Dealer and the Dealer is not acting as a municipal advisor, financial advisor or fiduciary to the City, (ii) the Dealer has not assumed any advisory or fiduciary responsibility to the City with respect to this Agreement, the sale of Notes and the discussion, undertakings and procedures leading thereto (irrespective of whether the Dealer, or any affiliate of the Dealer, has provided other services or is currently providing other services to the City or the Brownsville Public Utilities Board (the "Board") on other matters), (iii) the only obligations the Dealer has to the City with respect to the transactions described herein are set forth in the Ordinance and this Agreement, (iv) the Dealer has financial and other interests that differ from those of the City and (v) the City has consulted with its own legal, accounting, tax, financial and other advisor, as applicable, to the extent it has deemed appropriate. The Dealer acknowledges that the City may enter into agreements with other co-dealers in connection with the offering and sale of the Notes on behalf of the City.

SECTION 2. Representations, Warranties, and Agreements of City. The City represents and warrants to the Dealer as of the effective date of this Agreement, at each date upon which an agreement for the sale of the Notes is made, and at each date upon which Notes are, or are to be, issued, that:

(a) The City is a home rule city of the State of Texas (the "State"), a political subdivision of the State, and a body politic and corporate, and has full legal right, power, and authority to enter into and perform its obligations under the following documents: (i) this Agreement, (ii) the Issuing and Paying Agency Agreement, and (iii) the Credit Agreement (this Agreement, the Issuing and Paying Agency Agreement, and the Credit Agreement, collectively, the "Transaction Documents"); to adopt the Ordinance; to sell the Notes; to issue and deliver the Notes to the Dealer as provided herein; and to carry out and consummate all other transactions described in the Transaction Documents;

(b) By official action of the City prior to or concurrently with the acceptance hereof, the City has duly adopted the Ordinance, has duly authorized and approved the execution and delivery of, and the performance by the City of the obligations contained in the Notes and the Transaction Documents and has duly authorized and approved the performance by the City of its obligations contained in such documents; and the Transaction Documents have been duly and validly executed and delivered by the City and constitute (and the Notes when validly executed, authenticated, certified, and delivered in accordance with the Ordinance and the Issuing and Paying Agency Agreement will constitute) legal, valid, and binding special obligations of the City enforceable against the City in accordance with their respective terms and entitled to the benefits of the Ordinance, except to the extent that such enforceability may be limited by principles of governmental immunity, applicable provisions of federal bankruptcy laws and any other similar laws affecting the rights of creditors of political subdivisions generally, and subject to general principles of equity and the exercise of judicial discretion;

(c) The City is not in breach of or default under any applicable law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan

agreement, note, resolution, agreement, or other instrument, except as may be disclosed to the Dealer in writing not less than three days prior to the Closing, to which the City is a party or is otherwise subject, which would have a material and adverse effect upon the business or financial condition of the City (including particularly the System); and the execution and delivery of the Transaction Documents by the City and the execution and delivery of the Notes and the adoption of the Ordinance by the City and compliance with the provisions of each thereof did not, nor, as applicable, will it violate or constitute a breach of or default under any existing law, administrative regulation, judgment, decree, or any agreement or other instrument to which the City is a party or is otherwise subject;

(d) All approvals, consents, and orders or ordinances of any governmental authority or agency having jurisdiction of any matter which would constitute a condition precedent to the performance by the City of its obligations to sell and deliver the Notes hereunder will have been obtained prior to the Closing;

(e) The information furnished to the Dealer by the City, including the Memorandum (defined herein), does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(f) Except as disclosed in the Memorandum, no litigation is pending in any court or, to the knowledge of the City, pending or threatened in any court affecting the corporate existence of the City, the title of its officers to their respective offices, or seeking to restrain or enjoin the issuance or delivery of the Notes, or the collection of receipts or assets of the City pledged or to be pledged to pay the principal of and interest on the Notes, or in any way contesting or affecting the validity or enforceability of the Notes, the Ordinance, the Transaction Documents, or contesting the powers of the City, or any authority for the Notes, including the Ordinance, or other Transaction Documents or contesting in any way the completeness, accuracy, or fairness of the Memorandum or materially and adversely affecting the financial condition of the City, including particularly the System;

(g) The City will cooperate with the Dealer in arranging for the qualification of the Notes for sale and the determination of their eligibility for investment under the laws of such jurisdictions as the Dealer may designate, and will use its best efforts to continue such qualifications in effect so long as the Notes are being offered by the Dealer; provided, however, that the City will not be required to execute a special or general consent to service of process or qualify to do business in connection with any such qualification in any jurisdiction and the City shall incur no cost or expense in connection with action taken under this subsection 2(g);

(h) From time to time, and upon written request of the Dealer, the City will furnish the Dealer with a certificate of the City, certifying the incumbency and specimen signature of the Authorized Representatives, being those City representatives or officials authorized to execute certificates and written instructions and deliver information required in this Agreement on behalf of the City. The form of the incumbency certificate is attached hereto as Exhibit A. Until the Dealer receives a subsequent incumbency certificate of the City, the Dealer shall be entitled to rely on the last such certificate delivered to it for purposes of determining the Authorized Representatives and their respective specimen signatures. The Dealer shall not have any

responsibility to the City to determine by whom or by what means a signature may have been affixed on any certificate or written instructions or to determine whether any signature is genuine, if such signature resembles the specimen signature(s) filed with the Dealer by an Authorized Representative;

(i) The offer and sale of Notes in the manner contemplated hereby do not require registration of the Notes under the Securities Act of 1933, pursuant to the exemption from registration contained in Section 3(a)(2) thereof, neither the Ordinance nor any indenture in respect of the Notes is required to be qualified under the Trust Indenture Act of 1939, as amended and the offer and sale of the Notes in the manner contemplated hereby is exempt from the provisions of Rule 15c2-12 of the Securities and Exchange Commission; and

(j) Each issuance of Notes by the City (including each "rollover" of the Notes) shall be deemed a representation and warranty by the City to the Dealer, as of the date thereof, that, after giving effect to such issuance, (i) the representations and warranties given by the Issuer set forth above in this Section 2 remain true and correct on and as of such date as if made on and as of such date, (ii) the Notes being issued on such date have been duly authorized and when issued as provided in the Ordinance will constitute legal, valid and binding obligations of the City, enforceable against the City in accordance with their terms, subject to principles of governmental immunity, applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law), (iii) since the date of the most recent offering memorandum relating to the Notes, there has been no material adverse change in the condition (financial or otherwise), operations or business prospects of the City or the System which has not been disclosed to the Dealer in writing and (iv) the City is not in default of any of its obligations hereunder, under the Notes, under the Ordinance or under the Credit Agreement.

(k) The City will give the Issuing and Paying Agent and the Dealer at least thirty (30) days' written notice of any proposed substitution or replacement by the City of a Credit Agreement, and, if applicable, the identity of the provider of any substituted amount or replacement credit agreement. The City further agrees to (x) cause the Issuing and Paying Agent, following its receipt of such notice, to promptly give a copy of such notice to DTC for delivery to the owners of the Notes and, if the Issuing and Paying Agent is provided with the names and addresses of the beneficial owners of the Notes, to such beneficial owners, and (y) cooperate with the Dealer to obtain any necessary consents, including consents of the beneficial owners of the Notes, to any substitution or replacement of a Credit Agreement which does not occur on a maturity date of the Notes or a date on which no Notes are outstanding.

SECTION 3. Offering Memorandum.

(a) The City will prepare, print and distribute, at its sole cost and expense, to investors and potential investors in the Notes an offering or reoffering memorandum (as periodically revised as described below, the "Memorandum") containing information about the City, the Board, and the System. The Memorandum will be updated by the City, at the reasonable request of the Dealer as often as necessary (but absent an event occurring as described in Sections 3(c), 3(e), or 3(h) hereof, no more than once per calendar year) to reflect material changes in the City's and the System's business or financial condition.

(b) The City agrees to furnish the Dealer with the original Memorandum and updates thereof, including (i) as soon as practicable after the end of each of the first three quarters in the City's fiscal year, the unaudited financial statements of the System as of the end of such fiscal quarter, (ii) as soon as practicable after the end of each fiscal year of the System, the annual audited financial statements of the System, and (iii) immediately, any information concerning the financial condition or results of operations of the City or the System that has been generally communicated to the public or that makes any statements in the Memorandum materially false or misleading or by its omission would cause the Memorandum to be materially false or misleading. The City agrees that all financial statements delivered to the Dealer hereunder will fairly present the financial condition of the City and the System as of the date or dates set forth therein and the results of operations for the periods set forth therein, all in conformity with generally accepted accounting principles. The foregoing may be accomplished by providing to the Dealer a link to the appropriate documentation via EMMA containing the required information.

(c) If prior to the Closing an event occurs affecting the City (including particularly the System) the result of which being that the Memorandum includes an untrue statement of a material fact, or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the City shall notify the Dealer, and if in the reasonable opinion of the City and the Dealer such event requires a supplement or amendment to the Memorandum, the City will supplement or amend the Memorandum in a form and in a manner approved by the Dealer and its legal counsel (such approval not to be unreasonably withheld).

(d) After the Closing, the City will immediately notify the Dealer by telephone (which shall promptly be confirmed in writing (either physical or electronic)) of (i) any fact or occurrence the result of which being that the Memorandum would be or become misleading or any representation or warranty of the City under the Transaction Documents would become false; (ii) any material adverse change in the financial condition or general affairs of the City (including particularly the System); (iii) any reduction, or any suggestion by any nationally recognized rating agency that it is considering a possible reduction, in any existing rating of the Notes; (iv) any adverse change, or threatened adverse change, in the federal income tax treatment of interest on the Notes under the Internal Revenue Code of 1986, as amended (the Code); (v) the need for an opinion of tax counsel as to the tax status of any of the Notes; (vi) any event of default under the Ordinance, the Credit Agreement or the Notes or any event which, with notice or lapse of time or both, would constitute such an event of default; (vii) any change in the dates for payments required to be made by the City under the Credit Agreement; (viii) any substitution of a credit or liquidity provider under the Credit Agreement; and (ix) any unscheduled draws on any credit enhancement maintained by the City with respect to the System reflecting financial difficulty.

(e) The City will, at its expense, furnish copies of the Memorandum as the Dealer may from time to time reasonably require. If any event occurs as a result of which the Memorandum, as then amended or supplemented, would include an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, the City will promptly notify the Dealer and if in the opinion of the City and the Dealer such event requires a supplement or amendment to the Memorandum to correct such statement or supply such omitted fact the City will supplement or amend the Memorandum; provided, however, that no such amendment or supplement will be made

prior to allowing the Dealer a reasonable opportunity to review it. The Dealer shall be responsible for providing feedback, if any, from such review within a reasonable time to the City, so timely publication of such supplement may be accomplished.

(f) The City will furnish the Dealer copies of any published reports and financial statements relating to the financial affairs and condition of the City, the System, and the Net Revenues promptly after they are made available to the public, and such additional information concerning the operations and financial condition of the City, the System, and the Net Revenues as the Dealer may from time to time reasonably request in writing.

(g) With respect to the Memorandum, or any update thereof, the Dealer will not distribute the same without the City, acting by and through the Board or by an Authorized Representative, providing written approval thereof. Except with respect to any information concerning or provided by the Credit Provider or the Dealer, such approval shall be deemed to be a representation and warranty by the City that the Memorandum, or an update, supplement or amendment thereof being distributed, does not contain an untrue statement or a material fact or an omission of a material fact necessary to make any statement contained therein, in light of the circumstances in which such statement was made, not misleading. If, however, the Dealer determines that an update, supplement or amendment to the Memorandum is required and the City will not approve an update, supplement or amendment of the Memorandum, the Dealer may, in its sole discretion and without liability, immediately resign and terminate this Agreement, pursuant to the provisions of Sections 8 and 12 hereof.

(h) If in the opinion of the City, the Dealer, Dealer's legal counsel, or Bond Counsel changes in applicable law require that a disclosure document more formal or extensive than the Memorandum be prepared and distributed, the City agrees to prepare such document, with the assistance of the Dealer, and distribute same at the City's sole cost and expense.

SECTION 4. Closing. At 10:00 A.M., Central Time, on November 21, 2023, or on such other date, as may be mutually agreed upon (the "Closing"), the City will deliver documents as required herein in Section 5(e) and in the Transaction Documents at the offices of Bond Counsel to the Board, Orrick, Herrington & Sutcliffe LLP ("Bond Counsel"), 609 Main Street, 40th Floor, Houston, Texas, 77002, or such other place, as shall have been mutually agreed upon by the City and the Dealer. On or prior to such date, the City will have provided to the Dealer the unqualified approving opinion of the Attorney General of Texas for the Notes, dated November 20, 2013, as required by law (the "AG Opinion"), and the legal opinion of Bond Counsel in form and substance reasonably satisfactory to the Dealer.

After delivery of such documents and Attorney General's opinion, from time to time as the City desires to issue Notes and if the Dealer has been able to successfully offer and sell such Notes as contemplated by this Agreement, on the date of sale and delivery of such Notes, (i) the Dealer shall pay the purchase price of such Notes in the amount of par thereof (and no accrued interest) by providing such amount through DTC's facilities to the Issuing and Paying Agent, in accordance with a letter of instructions received by the Dealer and the other parties to the Transaction Documents not less than three days prior to the date on which the Dealer will be required to purchase such Notes, and (ii) the City will cause such Notes to be credited to the Dealer's

Participant Account at DTC in accordance with the provisions of the Issuing and Paying Agency Agreement.

SECTION 5. Conditions. The Dealer has entered into this Agreement in reliance upon the representations and warranties of the City contained herein and to be contained in the documents and instruments to be delivered at the Closing, and upon the performance by the City of its obligations hereunder, both as of the date hereof, as of the date of Closing, and after the Closing during any period of marketing the Notes (the "Relevant Times"). Accordingly, the Dealer's obligations under this Agreement shall be subject to the performance by the City of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and where appropriate at the Relevant Times, and shall also be subject to the following conditions:

(a) The representations and warranties of the City contained herein shall be true, complete, and correct;

(b) The Ordinance and the Transaction Documents shall be in full force and effect and the Ordinance and the Transaction Documents shall not have been amended or supplemented, except as may have been agreed to by the Dealer;

(c) All official action of the City related to the Ordinance, the Notes and the Transaction Documents shall be in full force and effect and shall not have been amended, modified, or supplemented; except as may have been agreed to by the Dealer;

(d) The City shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money; and

(e) The Dealer shall have received each of the following documents:

(i) The Ordinance, certified by the City Secretary as having been duly adopted by the City and as being in effect, which such changes or amendments as may have been agreed to by the Dealer;

(ii) The AG Opinion;

(iii) The rating letters or other instruments from Moody's Investors Service, Inc., Standard and Poor's Rating Services, and Fitch Ratings or other evidence indicating a rating of "A-1," "P-1," and "F1", respectively, for the Notes in form and substance reasonably satisfactory to the Dealer;

(iv) An opinion of Bond Counsel, dated the date of the Closing, addressed to the Dealer and the City to the effect that (a) the Notes are exempted securities as described in Section 3(a)(2) of the Securities Act of 1933, as amended, and Section 304(a)(4) of the Trust Indenture Act of 1939, as amended, to the extent provided in such Acts, (b) it is not necessary in connection with the sale of the Notes to the public to register the Notes under the Securities Act of 1933, as amended, or to qualify the Ordinance under the Trust Indenture Act of 1939, as amended, and (c) the Dealer Agreement has been duly authorized, executed and

delivered by the City and is a valid and binding obligation of the City enforceable in accordance with its terms. The opinion of such counsel shall also state that, based upon their participation in the preparation of the Memorandum, such counsel has no reason to believe that the Memorandum, as of its date (except for the financial statements and other financial, engineering and statistical data contained therein, as to which no view need be expressed), contained any untrue statement of a material fact or omitted to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(v) A certificate, dated the date of Closing, signed by a duly authorized representative of the City acceptable to the Dealer, to the effect that (a) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (b) except as disclosed by the City, no litigation is pending in any court in Cameron County, Texas or, to the knowledge of such persons, pending or threatened in any court to restrain or enjoining the issuance or delivery of the Notes, or the collection of the revenues of the City pledged or to be pledged to pay the principal of and interest in the Notes, or the pledge thereof, or in any way contesting or affecting the validity of the Notes, the Ordinance or the Transaction Documents, or contesting the powers of the City or contesting the authorization of the Notes or the Ordinance, or contesting in any way the accuracy, completeness or fairness s of the Memorandum (but in lieu of or in conjunction with such certificate the Dealer may, in their sole discretion, accept certificates or opinions of the City Attorney that, in his opinion, the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (c) the Memorandum has been approved by the City Commission; and (d) to the best of his or her knowledge, no materially adverse event affecting the City (including particularly the System) has occurred since the date of the furnishing of financial information to the Dealer which should be disclosed in the Memorandum or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any respect;

(vi) A certificate, dated the date of Closing, of a duly Authorized Representative of the City acceptable to the Dealer to the effect that there has not been any material and adverse change in the affairs or financial condition of the City (including particularly the System) from that described in the Memorandum;

(vii) A certificate, dated the date of Closing, of a duly authorized representative of the Credit Provider acceptable to the Dealer, to the effect that (a) the information in the Memorandum, or an update, supplement or amendment thereof being distributed, relating to the Credit Provider does not contain an untrue statement or a material fact or an omission of a material fact necessary to make any statement contained therein, in light of the circumstances in which such statement was made, not misleading, and (b) to the best of his or her knowledge, no materially adverse event affecting the Credit Provider has occurred since the date of the furnishing of financial information to the Dealer which should be disclosed in the Memorandum or which it is necessary to disclose therein in order to make the

statements and information therein relating to the Credit Provider not misleading in any respect;

(viii) A reliance letter, dated the date of Closing and addressed to the Dealer and the City, with respect to the opinion of counsel to the Credit Provider dated November 21, 2022; and

(ix) Such additional legal opinions, certificates, instruments and other documents as Bond Counsel or the Dealer may reasonably request to evidence the truth, accuracy and completeness of the City's representations and warranties contained herein and of the statements and information provided to the Dealer and the due performance and satisfaction by the City at or prior to the date of Closing of all agreements then to be performed and all conditions then to be satisfied by the City.

If the City shall be unable to satisfy the conditions to the obligations of the Dealer contained in this Agreement, or if the obligations of the Dealer under this Agreement at any time shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Dealer nor the City shall be under further obligation hereunder, except that the respective earned but unpaid obligations of the City and the Dealer set forth in Section 7 and any obligations of the City's under Section 17 hereof shall continue in full force and effect.

SECTION 6. Approval of Interest Rates. The Dealer shall provide information to the identified Authorized Representative to enable the identified Authorized Representative to approve the applicable rate of interest on the Notes, and the other provisions and details thereof, in accordance with Section 5 of the Initial Ordinance and Chapter 1371, Texas Government Code, as amended, and the Authorized Representative shall provide information to the Dealer in sufficient time to allow the Dealer to perform its obligations under this Agreement.

SECTION 7. Compensation and Expenses. (a) As compensation for its services hereunder, the City shall pay the Dealer ongoing compensation in the form of a fee of 4.00 basis points per annum with respect to the aggregate principal amount of the Notes placed by the Dealer during the quarter, which fee shall be calculated in the amount of ((.00040 x par value of the Notes) x (the number of days such Notes shall be outstanding) ÷ 365 or 366 (as appropriate). Such amounts will be paid quarterly in arrears upon receipt by the City of an invoice from the Dealer sent to the address as set forth in Section 13 hereof. This Section 7 establishes the compensation that will be paid by the City to the Dealer under this Agreement and the City shall have no other monetary obligation to the Dealer except as set forth in this Agreement. The compensation and expenses provisions contained in this Section 7 shall survive the termination of this Agreement.

(b) The Dealer shall be under no obligation to pay, and the City shall pay any expenses incident to the performance of the City's obligations hereunder, including but not limited to: (i) the cost of the preparation and printing of the Notes; (ii) the cost from time to time of the preparation and distribution of the Memorandum; (iii) the fees and expenses of Bond Counsel and legal counsel to the Dealer; (iv) the fees and disbursements of the City's accountants, advisers, and other experts or consultants retained by the City; (v) the costs and expenses described in the Credit

Agreement; (vi) fees for bond ratings; and (vii) and any travel or other expenses incurred by the City incident thereto.

(c) The Dealer shall pay: (i) all advertising expenses in connection with the offering of the Notes; and (ii) all other expenses incurred by it in connection with its offering and sale of the Notes, except the fees and expenses described in subsection (b) above.

SECTION 8. Suspension of Marketing of Notes. The Dealer may terminate its obligation to offer and sell the Notes at any time or suspend any marketing or remarketing of the Notes at any Relevant Time if any of the following should occur:

(a) (i) Legislation shall have been enacted by the Congress of the United States, or recommended to the Congress for passage by the President of the United States or favorably reported for passage to either House of the Congress by any Committee of such House, or (ii) a decision shall have been rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or (iii) an order, ruling or regulation shall have been issued or proposed by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or any other agency of the United States, or (iv) a release or official statement shall have been issued by the President of the United States or by the Treasury Department of the United States or by the Internal Revenue Service, the effect of which, in any such case described in clause (i), (ii), (iii), or (iv), would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the Notes or upon income of the general character to be derived by the City, other than any imposition of federal income taxes upon interest received on obligations of the general character of the Notes issued as tax-exempt obligations on the date hereof, in such a manner as in the judgment of the Dealer would materially impair the market price or marketability of the Notes or obligations of the general character of the Notes;

(b) Any action shall have been taken by the Securities and Exchange Commission or by a court which would require registration of any security under the Securities Act of 1933, as amended, or qualification of any indenture under the Trust Indenture Act of 1939, as amended, in connection with the public offering of the Notes, or any action shall have been taken by any court or by any governmental authority suspending the use of the Memorandum or any amendment or supplement thereto, or any proceeding for that purpose shall have been initiated or threatened in any such court or by any such authority;

(c) (i) The Constitution of the State shall be amended or an amendment shall be proposed, or (ii) legislation shall be enacted, or (iii) a decision shall have been rendered as to matters of Texas law, or (iv) any order, ruling, or regulation shall have been issued or proposed by or on behalf of the State by an official, agency, or department thereof, affecting the tax status of the City, its property or income, or its obligations (including the Notes) or the interest thereon which in the judgment of the Dealer would materially affect the Dealer's ability to market the Notes or the market price of the Notes;

(d) (i) A general suspension of trading in securities shall have occurred on the New York Stock Exchange, (ii) trading of any securities of or guaranteed by the City shall have been suspended on any exchange or in any over-the-counter market, (iii) the entrance into or

escalation by the United States in hostilities, or (iv) any material adverse change in the financial markets generally which is, in the judgment of the Dealer, so material and adverse as to make it impracticable or inadvisable to proceed with the public offering or the delivery of the Notes on the terms and in the manner described in this Agreement;

(e) (i) An event described in paragraph 3(c) hereof occurs which, in the opinion of the Dealer, requires a supplement or amendment to the Memorandum; or (ii) any information shall have become known, which, at any time, in the Dealer's reasonable opinion, makes untrue, incorrect, incomplete or misleading in any material respect any statement or information contained in the current Memorandum relating to the Notes, as the information contained therein has been supplemented or amended by other information, or causes such Memorandum, as so supplemented or amended, to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading and the City fails to cause a supplement or amendment to the Memorandum to be published;

(f) A general banking moratorium shall have been declared by authorities of the United States, the State of New York, or the State; and

(g) A lowering of the ratings of the Notes below "P-1" by Moody's Investors Service, Inc., "A-1" by S&P Global Ratings business, or "F1" by Fitch Ratings, Inc., or a suspension or withdrawal of any of or all of such ratings, shall occur which in the judgment of the Dealer would materially affect the Dealer's ability to market the Notes.

SECTION 9. Dealer May Own Notes; No Obligation to Purchase Notes. (a) The Dealer, in its individual capacity, either as principal or agent, may buy, sell, own, hold, and deal in any of the Notes, and may join in any action which any holder of Notes may be entitled to take, with like effect as if it did not act in any capacity hereunder. The Dealer, in its individual capacity, either as principal or agent, may also engage in or be interested in any financial or other transaction with the City and may act as depository, trustee, or agent for any committee or body of Holders of Notes or other obligations of the City as freely as if it did not act in any capacity hereunder.

(b) Nothing in this Agreement shall be deemed to constitute the Dealer an underwriter of the Notes or to obligate the Dealer to purchase any Notes for its own account at any time.

SECTION 10. Amendments. (a) The City agrees not to amend the Ordinance or the Credit Agreement, insofar (but only insofar) as any such amendment relates to this Agreement or the rights and duties of the Dealer, without the prior written consent of the Dealer.

(b) This Agreement may not be amended except by a writing signed by each of the parties hereto.

SECTION 11. Assignment by Dealer. The duties, rights, and obligations of the Dealer under this Agreement may be assigned by the Dealer at any time to any other party qualified to perform under this Agreement, including a wholly owned subsidiary of J.P. Morgan Securities LLC; provided, however, such assignment shall not become effective until the City has received written notice of the Dealer's assignment intentions and the City has consented to such assignment, which consent shall not be unreasonably withheld.

SECTION 12. Term. This Agreement shall remain in full force and effect until payment in full of the Notes, or until this Agreement is otherwise terminated in accordance herewith or with the Ordinance. The City may terminate this Agreement at any time by giving at least ten Business Days' prior written notice to the Dealer, the Issuing and Paying Agent, and the Credit Provider. The Dealer may terminate this Agreement at any time by giving at least ten Business Days' prior written notice to the System, the Issuing and Paying Agent, and the Credit Provider and, for the avoidance of doubt, the Dealer shall not be liable for any damages (including, without limitation, special, incidental, consequential or punitive damages) arising from the delivery of written notice to the System, the Issuing and Paying Agent and the Credit Provider pursuant to this Section. If the Dealer is the only Dealer currently serving in such capacity, then such resignation or termination shall not be effective until the earlier of (i) the date the City appoints a new Dealer or (ii) 60 days from the date of the written notice of resignation or termination. Upon receipt of a notice of resignation from the Dealer or delivery of a notice of termination by the City, the City agrees to use its best efforts to appoint a new Dealer as soon as practical and prior to the expiration of the 60-day period. The representations, warranties, indemnities, rights of contribution, and agreements of the City set forth herein shall remain in full force and effect regardless of any investigation (or any statement as to the results thereof) made by or on behalf of the Dealer and shall survive the termination or expiration of this Agreement.

SECTION 13. Notices. Unless otherwise provided herein, all notices, certificates, requests, or other communications hereunder shall be deemed given when delivered in writing by hand or sent by facsimile transmission, electronic mail, overnight delivery, or registered mail, postage prepaid, addressed as follows:

If to the City:	City of Brownsville, Texas 1001 East Elizabeth Brownsville, Texas 78520 Telephone: (956) 983-6712 Email: mcavazos@brownsville-pub.com
If to the Board:	Brownsville Public Utilities Board 1425 Robinhood Drive Brownsville, Texas 78523 Attention: Monica Cavazos Telephone: (956) 983-6712 Email: mcavazos@brownsville-pub.com
If to the Issuing and Paying Agent:	U.S. Bank Trust Company, National Association 100 Wall Street, 16th Floor New York, New York 10005 Attention: K. Wendy Kumar, Vice President & Account Manager Telephone: (212) 951-8561 E-mail: wendy.kumar@usbank.com
If to the Dealer:	J.P. Morgan Securities LLC 383 Madison Ave, Floor 03 Attention: Municipal Short Term Desk

Telephone: (212) 834-7224
Email: peter.mccarthy@jpmorgan.com

(a) Each of the above parties may, by written notice given hereunder to the others, designate any further or different addresses to which, or means by which, subsequent notices, certificates, requests, or other communication shall be sent.

(b) Any written notices required herein to be given to the Credit Provider shall be sent to the address provided for in the Credit Agreement.

SECTION 14. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED UNDER AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

SECTION 15. Parties in Interest. This Agreement is made solely for the benefit of the City, the Board, and the Dealer (including the successors or assigns of the Dealer) and no other person shall acquire or have any rights hereunder or by virtue hereof; provided, however, that the Credit Provider is an express third-party beneficiary of this Agreement.

SECTION 16. Dealer Certifications, Representations and Verifications.

(a) The Dealer represents and warrants that it is a publicly traded business entity, or a wholly owned subsidiary of a publicly traded business entity; accordingly, pursuant to subsection (c)(4) of Section 2252.908, Texas Government Code, as amended ("Section 2252.908"), the Dealer is exempt from the requirements of Section 2252.908 (relating to filing an executed disclosure of interested parties form with the Texas Ethics Commission).

(b) The Dealer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, as amended, and to the extent such Section does not contravene applicable State or federal law. As used in the foregoing verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

(c) The Dealer represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended, and posted under the following Divestment Statute Lists: "Scrutinized Companies with ties to Foreign Terrorist Organizations," "Scrutinized Companies with ties to Iran," or "Scrutinized Companies with ties to Sudan" of such officer's Internet website that are available at:
https://comptroller.texas.gov/purchasing/publications/divestment.php.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, as amended, and to the extent such Section does not contravene applicable State or federal law and excludes the Dealer and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(d) The Dealer verifies to the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 13 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code, as amended, (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code, as amended, (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by (A) above.

(e) The Dealer verifies to the extent this Agreement constitutes a contract for goods or services for which a written verification is required under Section 2274.002 (as added by Senate Bill 19 in the 87th Texas Legislature, Regular Session), Texas Government Code, as amended, that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to enable the City to comply with such Section and to the extent such Section does not contravene applicable federal or Texas law;

As used in the foregoing verification and the following definitions,

(i) "discriminate against a firearm entity or firearm trade association," a term defined in Section 2274.001(3), Texas Government Code, as amended, (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company's refusal to engage in the trade of any goods or services, decision

to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association;

(ii) "firearm entity," a term defined in Section 2274.001(6), Texas Government Code, as amended, (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as amended, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as amended, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as amended, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as amended, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting); and

(iii) "firearm trade association," a term defined in Section 2274.001(7), Texas Government Code, as amended, (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code.

(f) As used is this Section, the Dealer understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Dealer within the meaning of SEC Rule 405, 17 C.F.R. § 230.405 and exists to make a profit.

SECTION 17. Indemnification; Payment of Associated Fees. In addition to any other rights pursuant hereto or under applicable law or principles of equity, the City hereby agrees, to the extent permitted by applicable law, to indemnify and hold harmless the Dealer and its officers, directors, employees, affiliates, and agents (together, the "Indemnified Parties") from and against any and all claims, damages, losses, liabilities, reasonable costs, or reasonable expenses whatsoever (including reasonable attorneys' fees) which they may incur (or which may be claimed against them by any person or entity whatsoever) by reason of or in connection with (A) any untrue statement or alleged untrue statement or any omission or alleged omission of any material fact contained or incorporated by reference in the Memorandum or any other information supplied by the City to the Dealer; or (B) the execution and delivery of this Agreement and the Notes and the transactions described herein or therein; provided, however, that the City shall not be required to indemnify any Indemnified Party for any claims, damages, losses, liabilities, costs, or expenses that have been finally judicially determined to have resulted from such Indemnified Party's

negligence or willful misconduct. If any proceeding shall be brought or threatened against any Indemnified Party by reason of or in connection with the events described in Clause (A) or (B), such Indemnified Party shall promptly notify the City in writing and the City shall assume the defense thereof, including the employment of legal counsel reasonably satisfactory to such Indemnified Party and the payment of all costs of related litigation. Notwithstanding the preceding sentence, such Indemnified Party shall have the right to employ its own counsel and to determine its own defense of such action in any such case, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party unless (I) the employment of such counsel shall have been authorized in writing by the City, (II) the City, after receipt of written notice of the action shall not have employed legal counsel to have charge of such defense, (III) the Dealer shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the City, or (IV) the named parties to any proceeding include both the City and the Dealer and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them, in any of which events the reasonable fees and expenses of such legal counsel for such Indemnified Party shall be borne by the City. The City shall not be liable for any settlement of any such action effected without its written consent (which shall not be unreasonably withheld). In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in this Section 17 is held to be unavailable or insufficient to hold harmless the Indemnified Parties, although applicable in accordance with the terms of this Section 17, the City shall contribute to the aggregate costs incurred by the Dealer in connection with any claims, damages, losses, liabilities, costs or expenses in the proportion of the respective economic interests of the City and the Dealer; provided, however, that such contribution by the City shall be in an amount such that the aggregate costs incurred by the Dealer do not exceed the aggregate of the commissions and fees earned by the Dealer hereunder with respect to the issue or issues of Notes to which such claims, damages, losses, liabilities, costs or expenses relates. The respective economic interests shall be calculated by reference to the aggregate proceeds to the City of the Notes issued hereunder and the aggregate commissions and fees earned by the Dealer hereunder. Nothing under this Section 17 is intended to limit the City's payment obligations contained elsewhere in this Agreement. The indemnity provisions contained in this Section 17 shall survive termination of this Agreement.

SECTION 18. Effective Date. This Agreement shall become effective upon the execution of the acceptance hereof by the City upon execution hereof by any Authorized Representative and shall be valid and enforceable as of the time of such acceptance.

SECTION 19. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

[The remainder of this page intentionally left blank.]

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

CITY OF BROWNSVILLE, TEXAS

By:_____
Name:_____
Authorized Representative

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

J.P. MORGAN SECURITIES LLC,
as Dealer

By:_____
Name:_____
Authorized Representative

EXHIBIT A

Certificate of Incumbency

(Attached)

GENERAL CERTIFICATE

THE STATE OF TEXAS §
COUNTY OF CAMERON §
CITY OF BROWNSVILLE §

We, the undersigned, hereby officially certify that we are the Mayor and City Secretary, respectively, of the City of Brownsville, Texas (the *City*) and the Chief Financial Officer of the Public Utilities Board of the City of Brownsville, Texas (the *Board*), as the Designated Financial Officer, and we further certify for the benefit of the Attorney General of the State of Texas and all other persons interested in the "CITY OF BROWNSVILLE, TEXAS UTILITIES SYSTEM COMMERCIAL PAPER NOTES," dated November 15, 2013 (the *Notes*), issued pursuant to Ordinance No. 2013-1582, adopted by the City Commission of the City (the *Governing Body*) on September 17, 2013 (the *Ordinance*), and as supplemented by Supplemental Ordinance No. 2016-1619 adopted by the Governing Body on September 20, 2016, Supplemental Ordinance No. 2019-1662 adopted by the Governing Body on September 17, 2019, Supplemental Ordinance No. 2021-1582 adopted by the Governing Body on April 20, 2021, Supplemental Ordinance No. 2022-1711 adopted by the Governing Body on September 20, 2022, and Supplemental Ordinance No. 2023-0911 adopted by the Governing Body on September 11, 2023 (collectively, the *Supplemental Ordinance*) as follows:

1. The City is a duly incorporated Home Rule City, having more than 5,000 inhabitants, operating and existing under the Constitution and the laws of the State of Texas, and the duly adopted Home Rule Charter of the City has not been changed or amended since the passage of the ordinance authorizing the issuance of the most recently dated, issued and outstanding obligations of the City.

2. The members of the Governing Body of the City are as follows:

John Cowen, Jr.	Mayor
Tino Villarreal, Jr.	Commissioner At-Large "A"
Rose M. Z. Gowen, M.D.	Commissioner At-Large "B"
Bryan L. Martinez	Commissioner District 1
Linda C. Macias	Commissioner District 2
Roy De los Santos	Commissioner District 3
Pedro Cardenas	Commissioner District 4

3. The members of the Board are as follows:

Arthur Rendon	Chair
Joseph L. Hollmann, Ph.D.	Vice-Chair
Daisy Zamora, Ph.D.	Secretary/Treasurer
Patricio Sampayo	Member
Gerardo Martinez	Member
Alejandro Najera	Member
John F. Cowen, Jr.	Ex-Officio Member

4. Helen Ramirez is the duly appointed, qualified and acting City Manager of the City.

5. Yolanda Galarza-Gomez is the duly appointed, qualified and acting City Secretary of the City.

6. Will Treviño is the duly appointed, qualified and acting City Attorney of the City.

7. Marilyn D. Gilbert is the duly appointed, qualified and acting General Manager and Chief Executive Officer of the Board.

8. Mark Dombroski is the duly appointed, qualified and acting Assistant General Manager and Chief Operating Officer of the Board.

9. Miguel Perez is the duly appointed, qualified and acting Chief Financial Officer of the Board.

10. Constanza Miner is the duly appointed, qualified and acting Chief Administrative Officer of the Board.

11. Capitalized terms not defined in this certificate shall have the meanings ascribed to them in the Dealer Agreement (as defined herein).

12. The undersigned are duly authorized to (i) sign, on behalf of the City, the Dealer Agreement, dated as of November 21, 2023 (the *Dealer Agreement*) between the City and J.P. Morgan Securities LLC, the other Transaction Documents, and all documents, agreements, instruments and certificates related thereto, and (ii) take actions for the City under the Dealer Agreement and the other Transaction Documents. At the time we so executed and signed the proceedings for the Note substitution we were, and at the time of executing this certificate we are, the duly chosen, qualified and acting officers indicating therein, and herein, and authorized to execute same.

13. All of the meetings held by the Governing Body and the Board pursuant to which any proceeding were passed, adopted and approved in connection with the Dealer Agreement were meetings open to the public for which public notice had been given, all as required by law and particularly Chapter 551 Texas Government Code.

14. (a) The representations and warranties of the City contained in the Dealer Agreement are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (b) except as disclosed by the City, no litigation is pending in any court in Cameron County, Texas or, to the knowledge of such persons, pending or threatened in any court to restrain or enjoining the issuance or delivery of the Notes, or the collection of the revenues of the City pledged or to be pledged to pay the principal of and interest in the Notes, or the pledge thereof, or in any way contesting or affecting the validity of the Notes, the Ordinance or the Transaction Documents, or contesting the powers of the City or contesting the authorization of the Notes or the Ordinance, or contesting in any way the accuracy, completeness or fairness s of the Memorandum (but in lieu of or in conjunction with such certificate the Dealer may, in their sole discretion, accept certificates or opinions of the City Attorney that, in his

opinion, the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (c) the Memorandum has been approved by the City Commission; and (d) to the best of our knowledge, no materially adverse event affecting the City (including particularly the System) has occurred since the date of the furnishing of financial information to the Dealer which should be disclosed in the Memorandum or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any respect.

15. There has not been any material and adverse change in the affairs or financial condition of the City (including particularly the System) from that described in the Memorandum.

16. This certificate may be executed by the signatories hereof in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[*The remainder of this page intentionally left blank.*]

WITNESS OUR HANDS AND THE SEAL OF THE CITY OF BROWNSVILLE TEXAS on this ___ day of _____, 2023.

[CITY SEAL]

_____
Mayor
City of Brownsville, Texas

_____
City Secretary
City of Brownsville, Texas

_____
Designated Financial Officer
Public Utilities Board

Before me, on this day personally appeared the foregoing individuals, known to me to be the persons whose names are subscribed to the foregoing instrument and who executed this document in my presence.

Given under my hand and seal of office this ___ day of _____, 2023

_____
Notary Public, State of Texas

[NOTARY SEAL]

RESOLUTION NO. 2023-0911 (CA-4)

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE CITY OF BROWNSVILLE, TEXAS PUBLIC UTILITIES BOARD REQUESTING THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS TO APPROVE A SUPPLEMENTAL ORDINANCE AUTHORIZING REPLACEMENT OF THE DEALER FOR OBLIGATIONS DESIGNATED AS CITY OF BROWNSVILLE, TEXAS UTILITIES SYSTEM COMMERCIAL PAPER NOTES, SERIES A, INCLUDING THE EXECUTION AND DELIVERY OF A DEALER AGREEMENT, AND APPROVING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the City Commission (herein referred to as the "*City Commission*") of the City of Brownsville, Texas (herein referred to as the "*City*") is a home-rule city duly organized and operating under Article XI, Section 5 of the Texas Constitution and the laws of the State of Texas and has a population in excess of 90,000; and

WHEREAS, pursuant to the authority contained in Article VI of the City's Home Rule Charter and Chapters 1371 and 1502, as amended, Texas Government Code, as well as ordinances authorizing the issuance of the currently outstanding Senior Lien Obligations, Junior Lien Obligations and Subordinate Lien Obligations (being hereinafter defined "*Existing Commercial Paper Notes*" and any additional Subordinate Lien Obligations hereinafter issued) previously adopted by the City Commission (as such terms are defined in such respective ordinances), the complete management and control of the combined utilities system (the "*System"*) of the City is vested in a Board of Trustees known as the Brownsville Public Utilities Board of the City of Brownsville, Texas (the "*Board"*), during the period of time any of the Senior Lien Obligations, Junior Lien Obligations and Subordinate Lien Obligations are outstanding and unpaid; and

WHEREAS, the Board authorized, and the City Commission adopted, its Ordinance No. 2013-1582 on September 17, 2013, Supplemental Ordinance No. 2016-1619 on September 20, 2016, Supplemental Ordinance No. 2019-1662 on September 17, 2019, Supplemental Ordinance No. 2021-1582 on April 20, 2021, and Supplemental Ordinance No. 2022-1711 on September 20, 2022 (collectively, the "*Note Ordinance*") approving the issuance, sale, terms and forms of commercial paper notes as Subordinate Lien Obligations in an aggregate principal amount not to exceed $100,000,000 at any one time outstanding and designated under the Note Ordinance as "City of Brownsville, Texas Utilities System Commercial Paper Notes, Series A" (the "*Commercial Paper Notes*"); and

WHEREAS, in connection with the establishment and authorization of the Commercial Paper Notes, the City Commission previously authorized the execution of a Dealer Agreement (the "*Prior Dealer Agreement*"), dated as of November 15, 2013, with Citigroup Global Markets Inc. (the "*Prior Dealer*"), pursuant to which the Prior Dealer agreed to serve as dealer for the Commercial Paper Notes; and

WHEREAS, since the term of the Prior Dealer Agreement ends on November 21, 2023, the Board has determined that it is in the best interests of the City to enter into a replacement

dealer agreement (the "*Dealer Agreement*") for the Commercial Paper Notes with J.P. Morgan Securities LLC (the "*Dealer*"), pursuant to which the Dealer will agree to serve as dealer for the Commercial Paper Notes; and

WHEREAS, the Board desires that the City Commission authorize and adopt a Supplemental Ordinance authorizing (i) the Authorized Representative to select the Dealer from a list of eligible broker-dealers previously reviewed by the Board, (ii) the form of the Dealer Agreement, (iii) an Offering Memorandum for the Commercial Paper Notes (the "*Offering Memorandum*"), and (iv) the Authorized Representative to take all necessary actions in connection therewith as may be required; and

WHEREAS, the Board recommends that the City enter into the Dealer Agreement; and

WHEREAS, the Board hereby finds and determines that the actions described herein are in the best interest of the City, its inhabitants and the System; and

WHEREAS, by virtue of the authority and power vested in the Board with reference to the expenditure and application of the revenues of the System, it is necessary and proper for the Board to formally request the City Commission of the City to take all appropriate and necessary actions to authorize the replacement of the dealer for the Commercial Paper Notes, including authorization for the Authorized Representative to take all necessary actions in connection therewith as may be required; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BROWNSVILLE PUBLIC UTILITIES BOARD THAT:

1. The City Commission of the City is hereby formally requested take all appropriate and necessary actions to provide for the replacement of the dealer for the Commercial Paper Notes, to approve necessary and appropriate agreements, certificates, or other instruments, including the Dealer Agreement and the Offering Memorandum, and to agree to comply with all terms and provisions of the Note Ordinance; and the Board by the adoption of this Resolution hereby evidences its consent to the replacement of the dealer for the Commercial Paper Notes and its approval of the Supplemental Ordinance, including necessary and appropriate agreements including the Dealer Agreement, and disclosure documents relating thereto including the Offering Memorandum, and the Board hereby agrees to comply with all of the terms and provisions of the Note Ordinance relating to the administration and operation of the System and the disposition of the revenues therefrom.

2. The Board hereby authorizes preparation of the Offering Memorandum relating to the Commercial Paper Notes, and the Board hereby delegates approval of the same as provided herein. The General Manager and Chief Executive Officer or Chief Financial Officer of the Board are, and each hereby is, authorized to assist in the preparation of the Offering Memorandum and prepare or approve any changes or additions thereto which shall be deemed appropriate or necessary, and the Chair or Vice Chair of the Board or the General Manager and Chief Executive Officer, or any of them, are, and each hereby is, authorized to take all necessary and appropriate actions relating thereto on behalf of the Board.

3. The Board hereby authorizes the General Manager and Chief Executive Officer or Chief Financial Officer of the Board and each hereby is authorized to select the Dealer as the contracting party to the Dealer Agreement pursuant to the provisions of the Note Ordinance, and the Dealer Agreement is hereby delegated to be approved in the form set forth in the Supplemental Ordinance to be approved by the City Commission.

4. The Board hereby delegates to the General Manager and Chief Executive Officer, or the Chief Financial Officer of the Board, or their designees, the authority to take any and all other actions, approve any and all other documents and execute and deliver any and all other agreements, certificates or other instruments, consistent with the provisions of this Resolution and the Supplemental Note Ordinance to carry out the terms and purposes of this Resolution, including to effectuate the replacement of the dealer for the Commercial Paper Notes.

5. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

6. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED on September 11, 2023

BROWNSVILLE PUBLIC UTILITIES BOARD

Arthur Rendon

Chair, Board of Trustees

ATTEST

Daisy Zamora

Secretary, Board of Trustees

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Martin Vega, Senior Planner
Date:	Tuesday, October 3, 2023
Agenda #:	Public Hearing and **ACTION** on **FIRST READING** on **Ordinance Number 235-2023-024**, to rezone from Agricultural (AG) to Residential Single-Family (R-1) to allow a single-family development for a 32.43-acre tract consisting of 32.41 acres out of Block 9, J.C. Bennett Subdivision; and 0.02 acres being all out of Reserve #1, Abelardo Estates Subdivision, Cameron County, Texas, located at Abrego Road, Brownsville, Texas 78520, as shown in Exhibit "A". (District 3) (Planning & Redevelopment Department)

Summary:

Property owner, Raluz Properties, LLC., proposes to change the Zoning Designation for a 32.43-acre tract consisting of 32.41 acres out of Block 9, J.C. Bennett Subdivision; and 0.02 acres being all out of Reserve #1, Abelardo Estates Subdivision, Cameron County, Texas, located at Abrego Road, Brownsville, Texas 78520. The applicant requests to rezone the subject property from Agricultural (AG) to Residential Single Family (R-1) for the purpose of establishing a single-family home subdivision.

The predominant land use in the surrounding area is undeveloped land. Additional uses, such as single-family dwelling are also present within proximity of the subject property.

The property is located within the Central Emerging District. The request is consistent with the Future Land Use Plan.

Project Scope and Analysis:

The subject property is the future site of a single-family residential neighborhood consisting of approximately 100 lots. The applicant is requesting a zoning reclassification due to the current zoning (AG) only allowing agricultural related uses and single-family residences on large properties (40,000 ft.2 minimum). This zoning designation is meant to accommodate sparce development and low density. A reclassification to Residential Single-Family District (R-1) is necessary to accommodate the proposed lot sizes (6,000 to 9,000 square feet) and density of the proposed development.

Staff finds that the proposed use and zoning designation would generally be compatible with surrounding uses and character of adjacent neighborhoods.

Funding:

Source: Fiscal Dept. Approval Not Required

Amount: N/A

Local Contribution if Applicable: N/A

Recommendation:

There was verbal opposition at the Planning and Zoning Commission meeting on September 7, 2023. Neighboring property owners expressed concerns regarding traffic generated by the proposed subdivision and the use Abelardo Drive for thru traffic. The Planning and Zoning Commission denied this rezoning from Agricultural (AG) to Residential Single Family (R-1).

The applicant submitted a formal request to appeal the denial of the case on September 14, 2023. This item will be presented as a first reading item to the City Commission and will require a supermajority vote.

Commission Pillar:

Planning & Redevelopment

Attachments:

1. Binder 235-2023-024
2. First Reading Zoning Case Appeal 100323

STAFF REPORT

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

APPLICATION DETAILS

Applicant/Representative: Raluz Properties LLC./Juan Aldape
Property Address: Abrego Road
Application Type: Rezone
Current Zoning: Agricultural (AG)
Application Date: August 4, 2023
CC Meeting Dates: 1st – Oct. 3, 2023 (Appeal)/ 2nd – October 17, 2023
Overlay(s): N/A
No. of Mail-outs: 10

Geo ID: 75-7180-0090-0200-00
Case No.: 235-2023-024
Proposed Use: Single-Family Development
Proposed Zoning: Residential Single-Family (R-1)
P&Z Date: September 7, 2023 (Denied)
Electoral District: 3
Annexation Year: 1999
Opposition: No Verbal or Written Opposition

PROPERTY DETAILS

Legal Description: 32.43-acre tract consisting of 32.41 acres out of Block 9, J.C. Bennett Subdivision and 0.02 acres being all out of Reserve #1, Abelardo Estates Subdivision, Cameron County, Texas, located at Abrego Road, Brownsville, Texas 78520.
Roadway Frontage: The subject property is fronting Abrego Road, a collector.
Predominant Land Use: The predominant land use within the area is Single-Family Dwelling.

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

North: Undeveloped Land and Single-Family Dwelling
East: Undeveloped Land
South: Undeveloped Land and Single-Family Dwelling
West: Undeveloped Land

EXISTING ZONING DESIGNATIONS (*SEE ATTACHED ZONING MAP)*

North: Agricultural District (AG)
East: Agricultural District (AG)
South: Agricultural District (AG) and Residential Estate (RE)
West: Agricultural District (AG)

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

The City of Brownsville Future Land Use Plan indicates that the subject land is located within the Central Emerging District. Land uses in the Central Emerging District are primarily residential and should consist of single-family houses with an average lot size of 1 acre. A balanced mix of commercial, community facility, and institutional land uses are encouraged to provide services and support to residents. It is the opinion of staff that the request is consistent with the Future Land Use Plan.

REVIEW CRITERIA

After an analysis of the subject property and surrounding area, it is the opinion of staff that the proposed zoning/use would generally be compatible with surrounding uses and would not create significant or burdensome demands on public facilities such as water, wastewater, and transportation. In general, the proposed zoning/use would fit into the character of the neighborhood without having adverse impacts on the area.

STAFF RECOMMENDATION

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Department, staff recommends approval of the zoning request from Agricultural (AG) to Residential Single-Family (R-1).

RE: Subject: Appeal of denial of Rezoning for Case 235-2023-024

Dear Mr. Vega

I hope this letter finds you well after reviewing the denial of the petition to rezone the 32+ acre tract in case 235-2023-024 to Residential Single-Family (R-1). I want to make the following observations for your consideration.

1) **Abelardo Estate Subdivision**: Regarding the residents' concerns about Abelardo Estate Subdivision and the use of Abelardo Road for through traffic, Abelardo Estate Subdivision's plot plan, which is registered with the city, has four entrances to the subdivision. One of the entrances connects the Abelardo Estate Subdivision with the 32+ acres in case 235-2023-024. Therefore, it could be concluded that the intention was always to use Abelardo Road for through traffic.
    a. **West Side of Abelardo Estate Subdivision**: On the west side of Abelardo Estate Subdivision, rezoning has already been approved for R3 zoning. The R3 zoning connects with the Abelardo Estate Subdivision. Therefore, it is reasonable to state that the residents of the R3 zoning area will use Abelardo Road to access their homes.
    b. **North and West of the 32+ Acres**: Two main roads border the 32+ acres. The roads are Abrego Road and April Lane. Therefore, it is reasonable to conclude that the homeowner of the 32+ acres could access their property using the aforementioned roads.

2) **The City of Brownsville Comprehensive Plan**: The rezoning request complies with and furthers the City of Brownsville Comprehensive Plan. Therefore, the denial of the petition to rezone the 32+ acre tract goes against the Comprehensive Plan.

3) **Ordinance Requirements**: The Reserve "B" of Abelardo Estates connects Abelardo Road with the 32+ acres. This connection with Abelardo Road and the 32+ acres fully complies with existing city ordinances.

4) **Public Accessibility**: Public roads and streets are for public use. Understandably, the residents of Abelardo Road want to limit the traffic on Abelardo Road, but 15 to 20 residents cannot undermine the City of Brownsville Comprehensive Plan or the rights of other citizens to use a public road.

Based on the reasons provided, I kindly request that my appeal for the zoning case 235-2023-024 be considered and reviewed. I am submitting the required $300.00 fee letter and formally requesting the appeal within ten business days of denial. I believe that we can find a mutually beneficial solution by addressing the concerns raised and providing a well-planned development proposal for all parties involved.

Thank you for your attention to this matter, and I look forward to the opportunity to present a compelling case for rezoning the 32+ acre tract.

Sincerely,

Ramiro Castillo

Raluz Properties LLC

4834 S. Paso Doble Cir

Brownsville, Texas 78526

Conquistandoinvestments@gmail.com

(956) 576-6612

Certified Affidavit

State of Texas §

County of Cameron §

I, Alejandra Davila, subscribed and sworn to before me this twelfth (12th) day of September 2023 by Mr. Ramiro Castillo. I certify that Mr.Ramiro Castillo made the declaration in my presence. He was not under duress and of sound mind and body when he made the statement.

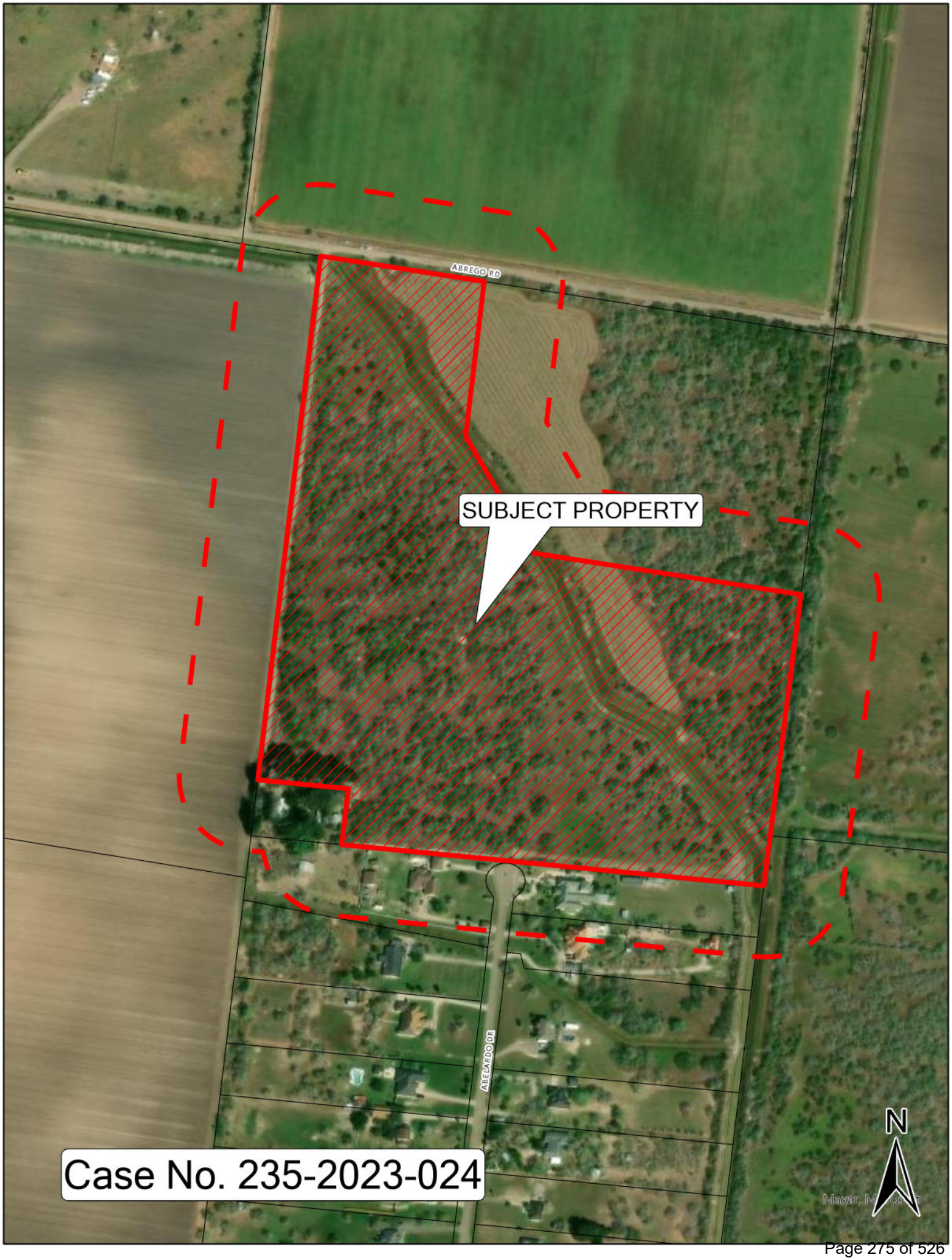
NOTARY PUBLIC STATE OF TEXAS
ALEJANDRA DAVILA
Notary ID #133521973
My Commission Expires
January 7, 2026

adavila

Notary Public's Signature

My commission expires :January 7, 2026

TX Notary Commission:133521973


ABREGO RD
SUBJECT PROPERTY
ABELARDO DR
N
Case No. 235-2023-024

City of Brownsville Zoning Map

Zoning Districts

- AG - Agricultural
- RE - Residential Estate
- R-1 - Residential Single Family
- R-2 - Residential Suburban
- R-3 - Residential Transition
- TN - Traditional Neighborhood
- TN-MU - Traditional Neighborhood Mixed Use
- TN-C - Traditional Neighborhood Corridor
- DE - Downtown Edge
- DG - Downtown General
- DC - Downtown Core
- CC - Corridor Commercial
- RC - Reginal Center
- LI - Ligtht Industrial
- HI - Heavy Industrial

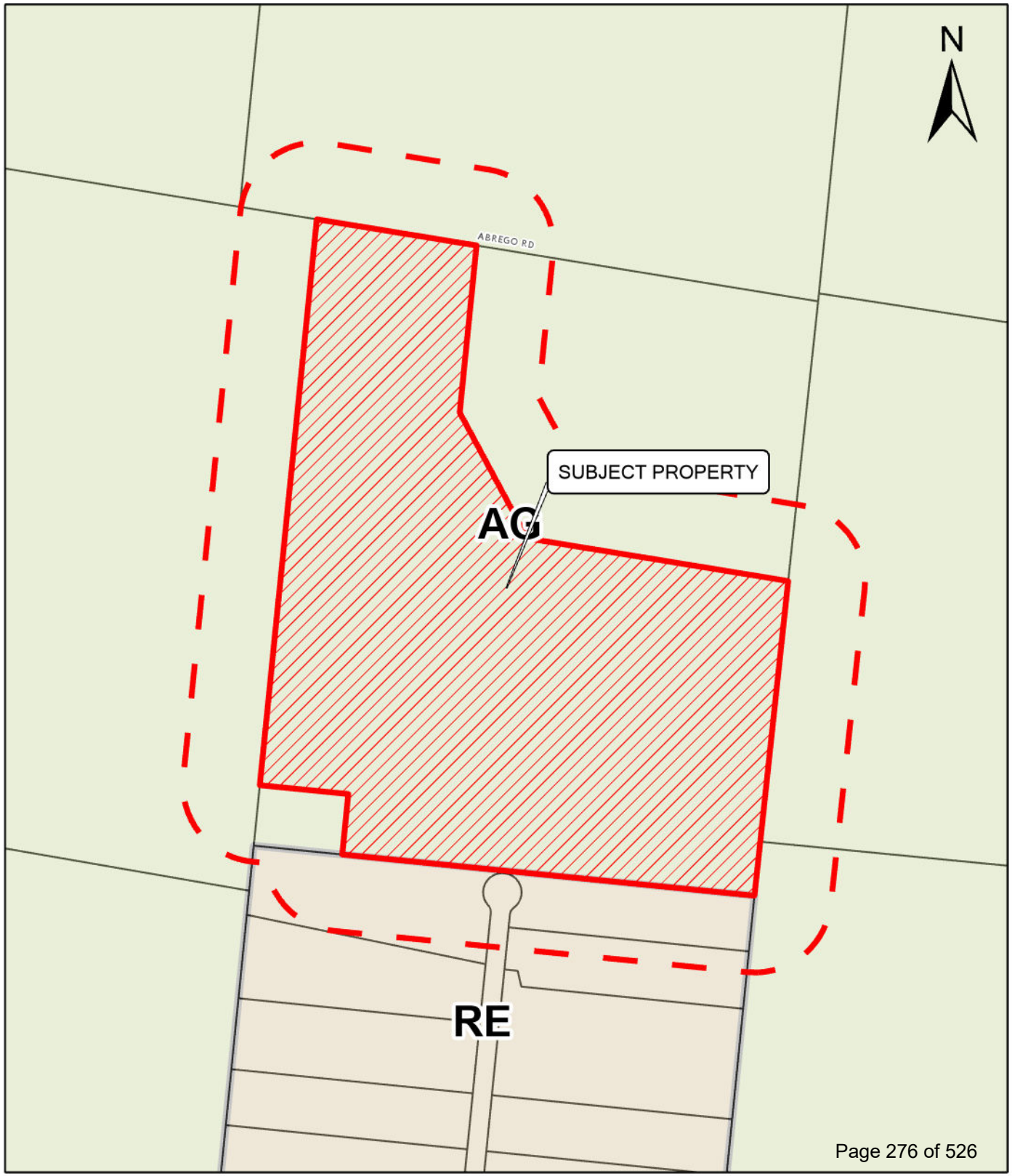
EXHIBIT "A"

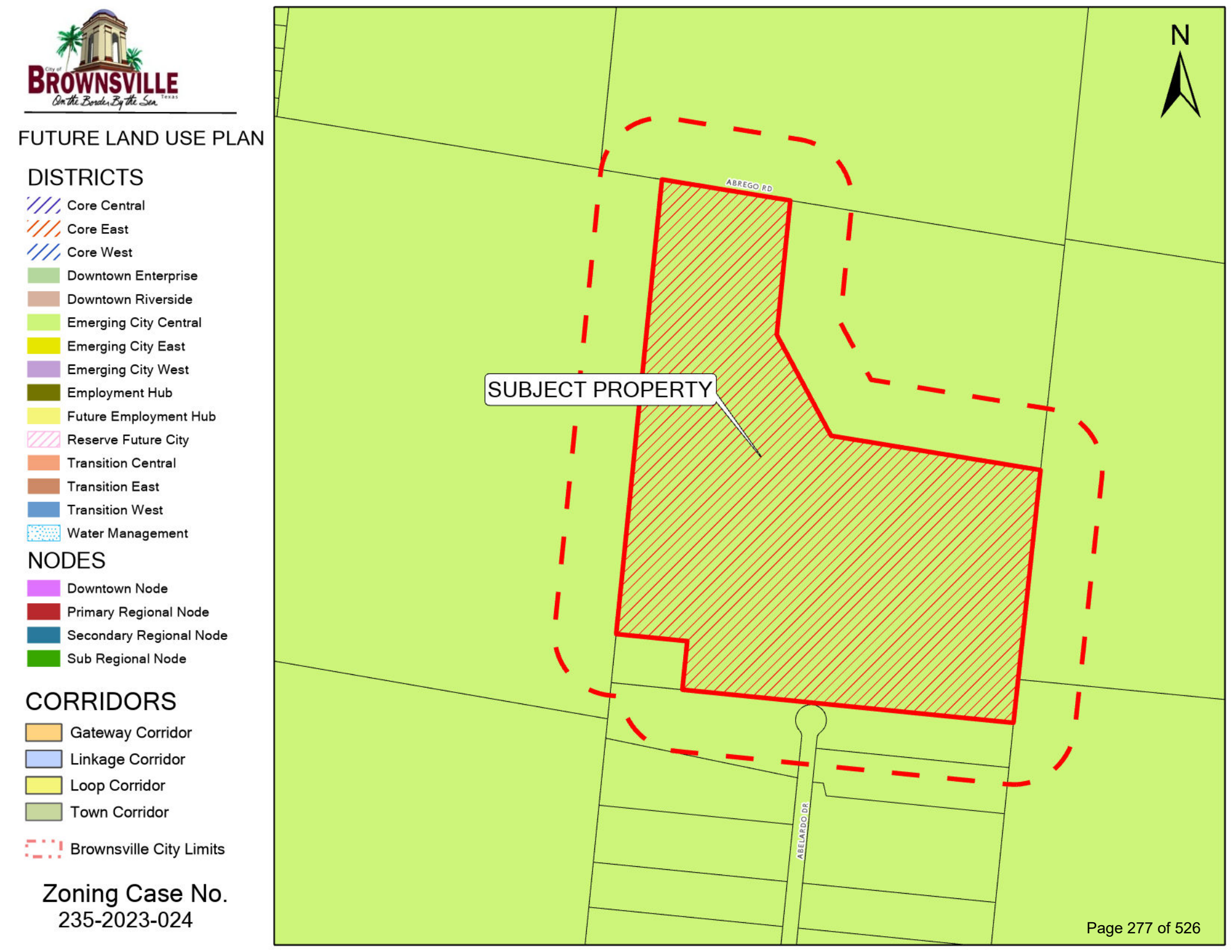
Rezoning request:
Case # 235-2023-024

Current Zoning:
AG, Agriculture

Proposed Zoning:
R-1, Residential Single Family

Brownsville Electoral District #3




FUTURE LAND USE PLAN
DISTRICTS
Core Central
Core East
Core West
Downtown Enterprise
Downtown Riverside
Emerging City Central
Emerging City East
Emerging City West
Employment Hub
Future Employment Hub
Reserve Future City
Transition Central
Transition East
Transition West
Water Management
NODES
Downtown Node
Primary Regional Node
Secondary Regional Node
Sub Regional Node
CORRIDORS
Gateway Corridor
Linkage Corridor
Loop Corridor
Town Corridor
Brownsville City Limits
Zoning Case No.
235-2023-024
SUBJECT PROPERTY
ABREGO RD
ABELARDO DR
N

ORDINANCE NUMBER 235-2023-024

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 Agricultural (AG) to Residential Single-Family (R-1) to allow a single-family development for a 32.43-acre tract consisting of 32.41 acres out of Block 9, J.C. Bennett Subdivision; and 0.02 acres being all out of Reserve #1, Abelardo Estates Subdivision, Cameron County, Texas, located at Abrego Road, Brownsville, Texas 78520, as shown in Exhibit "A"; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

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

INTRODUCED at a public hearing on **October 3, 2023**. Passed at First Reading on **October 3, 2023**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **October 17**, **2023**.

(SEAL)

BY: _____
John Cowen Jr.
Mayor

ATTEST: _____
Yolanda Galarza-Gomez
City Secretary

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

First Reading Zoning Cases

CITY COMMISSION HEARING DATE: OCTOBER 3, 2023

Case Number	*Electoral District*	*Application Type*	*Property Address*	*Applicant/ Representative Name*	*Zoning Change*	*Reason for Request*	*Opposition*
235-2023-024 **DENIED BY P&Z ON 9/7/2023** **APPEALED ON 9/14/2023** **A SUPERMAJORITY VOTE IS REQUIRED TO APPROVE**	3	Rezone	Abrego Road	Raluz Properties LLC./Juan Aldape	To rezone from Agricultural (AG) to Residential Single-Family (R-1)	To allow a Single-Family Development	Concerns • Through traffic on Abelardo Drive

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	Joel Garza, Mobility Director
Date:	Tuesday, October 3, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-115** to adopt BTX Mobility Plan to help guide efficient, safe, and effective transportation for the health, safety, and welfare of the City of Brownsville. (Multimodal Transportation).

Summary:
The BTX Mobility Plan encapsulates emerging mobility, smart city programs, transit plans, the Capital Improvement Plan, the thoroughfare plan, and policy recommendations with the aim of improving mobility for the City of Brownsville. ATG Alliance collaborated with Browsnville's MMT, Public Works, Traffic, and other departments to gather City insight on current infrastructure. Leadership and public comments were also captured in the creation of this plan. Topics covered:

- Thoroughfare Plan – serves as a long-range tool used to guide development of the region's transportation network
- Emerging Mobility – outlines a path for the city to plan for and develop infrastructure for the newest trends in mobility
- Smart City Program Development – identifies smart mobility programs and technologies to better manage traffic flow and use technology to its fullest potential to build an efficient transportation system
- Transit Plan – high-level recommendations for the future of transit in Brownsville, including route service recommendations, service standards, and infrastructure recommendations
- Policy Recommendations – outlines a path for city leaders to enact meaningful regulatory changes and operational changes to improve mobility and promote full implementation of the plan
- Capital Improvement Plan – includes a full list of capital projects funded by a variety of sources to build the network and ensure a multimodal system for all users
- Capital Recovery Fee – as another way of funding projects specific to growth in vehicle miles traveled

Project Scope and Analysis:
The City Commission of Brownsville, Texas, has passed a resolution to adopt the BTX Mobility Plan, recognizing the city's population and employment growth resulting from various investments. This plan, developed with input from stakeholders and citizens, outlines strategies for future transportation modes, including roadways, transit, rail, bicycles, pedestrians, and aviation infrastructure, along with a substantial capital improvement plan exceeding $1 billion. This capital plan includes specific projects that may lead to the adoption of a capital recovery fee program and allows for future amendments based on evolving conditions and technologies. The adoption of this plan is seen as vital for safeguarding the health, safety, and welfare of the city's residents and will serve as a long-term guide for transportation investment and policy decisions, shaping the future of Brownsville's multimodal transportation system.

Funding:

Source: NA

Amount: 00.00

Local Contribution if Applicable: 0.0

Recommendation:
Multimodal Staff recommends adoption of BTX Mobility Plan.

Commission Pillar:
Economic Development, Planning, Zoning, and Development, Infrastructure, Quality of Life

Attachments:
1. Resolution 2023-115 Adoption of the BTX Mobility Plan
2. BTX Mobility Plan Executive Summary 29Sept2023
3. Link to BTX Mobility Plan
4. BTX Mobility Plan 29Sept2023

RESOLUTION NUMBER 2023-115

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, TO ADOPT THE BTX MOBILITY PLAN TO HELP GUIDE EFFICIENT, SAFE, AND EFFECTIVE TRANSPORTATION FOR THE HEALTH, SAFETY, AND WELFARE OF THE CITY OF BROWNSVILLE.

Whereas, the City of Brownsville is facing growth in population and employment due to investment in a variety of industries; and

Whereas, the City of Brownsville has developed a plan for enhanced mobility throughout the City of Brownsville and Extraterritorial Jurisdiction to provide guidance on capital improvements, policy, and land development regulations; and

Whereas, the City worked with key stakeholders, citizens, and local officials to gain input on the plan through workshops, public meetings, and surveys; and

Whereas, the plan includes recommendations for all future modes of transportation including the development of roadways, transit systems, rail, bicycle, pedestrian, and aviation infrastructure, including a major thoroughfare map of proposed and expanded roadways; and

Whereas, the BTX Mobility Plan includes a prioritized capital improvement plan representing nearly 1 billion dollars in transportation investment; and

Whereas, the capital improvements plan includes specific projects to be used in the potential adoption of a capital recovery fee program; and

Whereas, the plan may be amended from time to time as necessary due to changes in growth conditions, emerging technologies, etc.; and

Whereas, adoption of the plan is acting in the best interest of the citizens of Brownsville to protect the health, safety, and welfare of the City. Now, therefore:

The City Commission of Brownsville hereby resolves:

1. to adopt the BTX Mobility Plan as a long-term guide for transportation investment and policy decision making for the City of Brownsville; and

2. that the plan will serve as a framework for policy and project development for the City's multimodal transportation system.

PASSED AND **APPROVED** this 3rd day of October 2023.

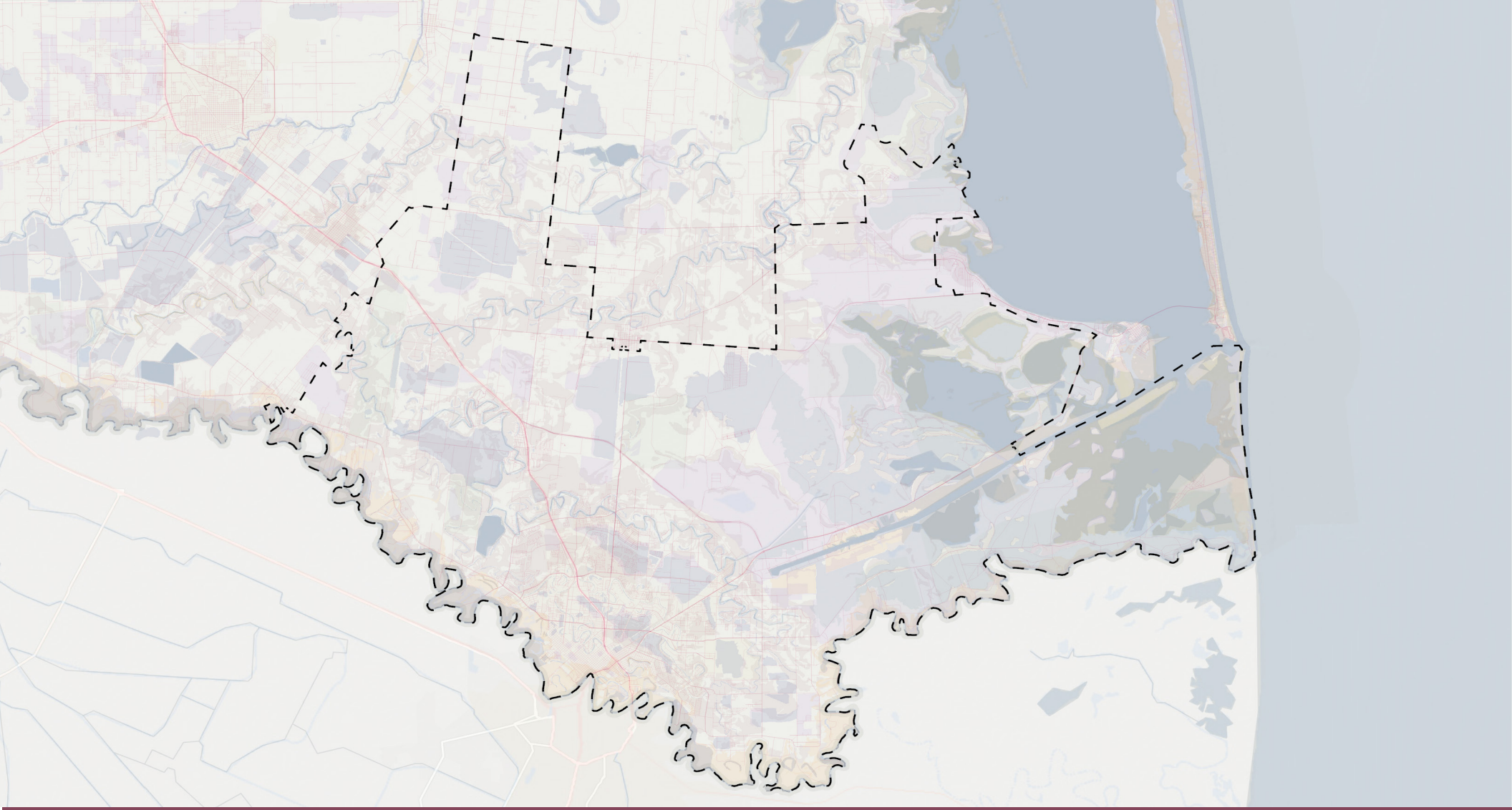
City of Brownsville, Texas

_____

John Cowen, Jr.
Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary



PLAN 2023
EXECUTIVE SUMMARY

Letter from the City Manager

Dear Citizens of Brownsville:

It is with great pleasure that I share with you the BTX Mobility Plan – a first of its kind roadmap for the future of transportation in Brownsville. As you read through this plan, you will find a comprehensive strategy to address transportation needs across all modes and users like vehicles, freight, and bikes. As part of our long-term strategy to become a leader in emerging mobility innovation, the plan also includes recommendations to prepare for the future of transportation with connected vehicle infrastructure, urban air mobility, and the space industry.

The year long process to develop this plan included engagement with citizens and stakeholders representing all areas of the city and its economy. Transit riders, public works officials, school leaders, and more were included in the conversation around future transportation needs for our great city. As a result, this plan includes recommendations and capital projects that ensure an equitable and efficient system for the movement of people and goods, aspiring to maintain a 15-minute timeframe.

I want to thank the City Commission, City staff, and Steering Committee for their leadership and input throughout this process. With this plan, we embark on a new path for transportation in Brownsville, ONE city, and I encourage you to take this step with me.

Thank you!

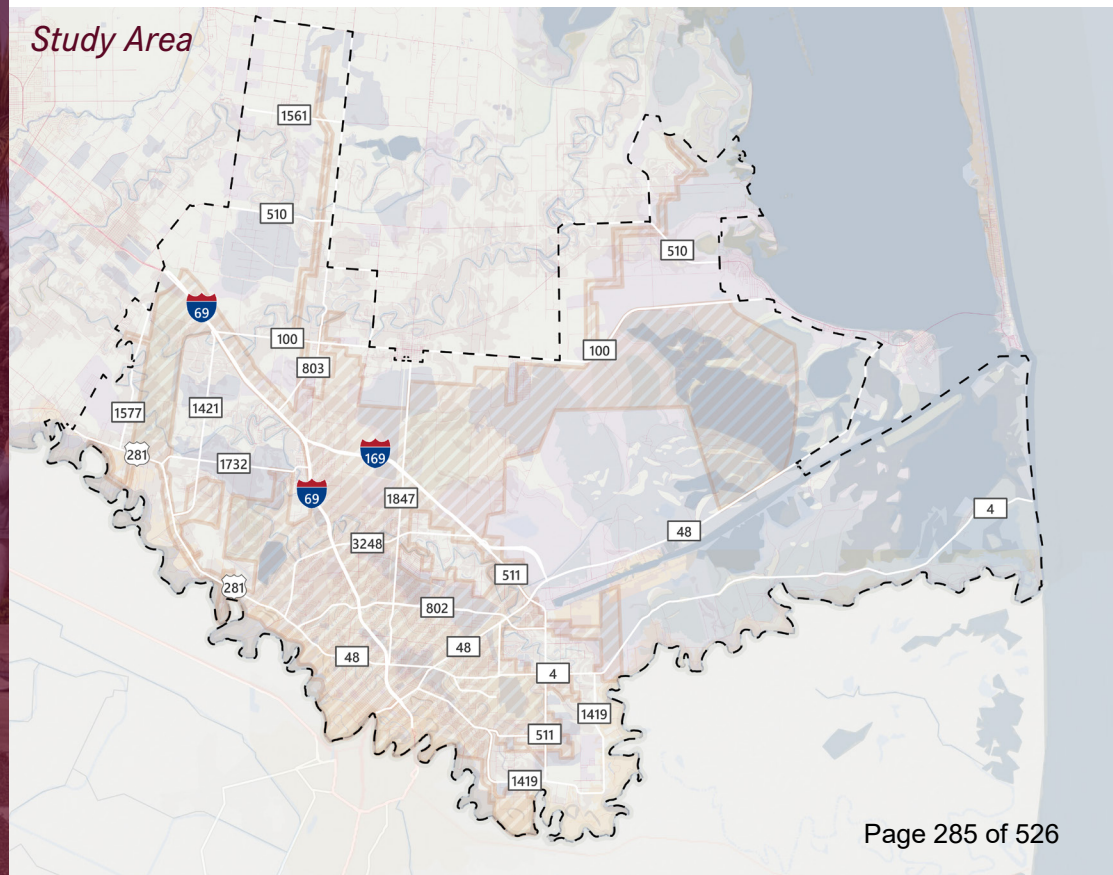
Helen Ramirez, AICP

Helen Ramirez

Brownsville City Manager

Why plan for mobility in Brownsville?

A Mobility Plan serves as a strategic policy guide or framework that outlines strategies and related actions for the provision of safe, clean, and efficient urban transportation. As a blueprint for all future modes of transportation, the BTX Mobility Plan includes recommendations for the development of roadways, transit systems, freight, rail, bicycle, pedestrian, and aviation infrastructure. As the City of Brownsville continues to grow and evolve, so will its transportation needs. In planning for such growth, the city will need to ensure safe and efficient travel for its residents, visitors, industries, and the community at-large. In this light, and in order to expand and improve the transportation system, the City of Brownsville commissioned this comprehensive strategic mobility plan to serve as a tool to help city leaders implement effective transportation projects, policies, and programs. The resulting plan will serve as a tool to help guide the development and implementation of a balanced, multimodal transportation system that can best serve the community as the City continues to grow.



Elements of the Plan

To complete the BTX Mobility Plan, the project team assessed a broad range of data and public input to develop strong recommendations and projects for an improved mobility system. Specifically, the plan contains the following elements to provide the City with a variety of policy and project options:

Thoroughfare Plan

The Thoroughfare Plan forms the backbone of the transportation system and serves as a tool used to guide development of an efficient transportation system that provides connectivity and access to all users.

Emerging Mobility

The plan builds on the entrepreneurial spirit in Brownsville and outlines a path for the City to develop infrastructure for new trends in mobility including space exploration and vertical take-off and landing aircrafts.

Smart City Program Development

The plan identifies smart mobility programs and technologies to better manage traffic flow including Smart Street Lights, traveler information systems and Intelligent Transport Systems (ITS).

Transit Plan

The plan also includes recommendations for the future of transit in Brownsville, including route service recommendations, service standards, and infrastructure recommendations to form the plan's transit element.

Policy Recommendations

The plan provides policy recommendations that outline a path for City leaders to enact meaningful regulatory and operational changes to improve mobility and implement the plan's recommendations.

Capital Improvement Plan

The Capital Improvement Plan includes a full list of capital projects funded by a variety of sources to build out a multimodal system.

Capital Recovery Program

The plan includes development of a capital recovery program for the city to administer through its permitting and subdivision process to fund roadway capacity upgrades and assist the City in growing new sources of transportation funds.

Vision and Goals

A transportation system that embraces innovation, supports sustainable growth, promotes community health and safety, and that provides equal mobility to its residents, businesses, and visitors alike.



Infrastructure

Direct investments to *safe,* reliable, and accessible mobility system improvements that promote *public health and the quality of life.*



Sustainable Growth

Anticipate the future needs of Brownsville's transportation network by prioritizing *smart growth* in consideration of environmental, social, and fiscal impacts.



Inclusion

Utilize a *quality-of-life* first approach to improving mobility for all residents of Brownsville, specifically transit needs groups, through new physical *connections* and educational opportunities.



Empowerment

Identify and engage with disadvantaged and underrepresented groups as critical partners in planning for mobility and *connectivity* improvements.



Community Health

Foster a *healthy community* by promoting sustainable and affordable transportation alternatives and strengthening connections between civic leaders, municipal officials, and the community at-large.

Demographic Analysis

250k
study area residents

30%
below poverty level

72%
commute < 25 minutes

71%
commute < 30 minutes via transit

Source: US American Community Survey, 5-year estimates, 2019

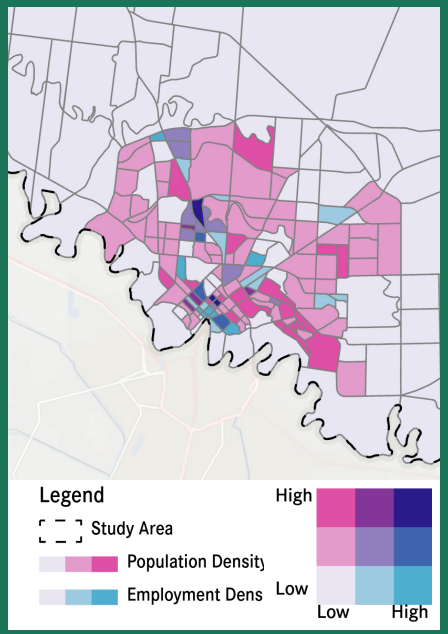
Employment

Compound Annual Growth Rates (%)	2022-2023
Basic Employment	2.23%
Retail Employment	3.26%
Service Employment	3.55%
Total Employment	2.89%

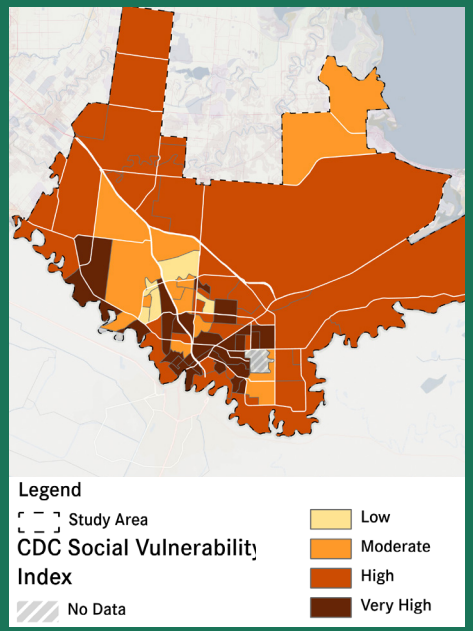
Age

Population Change	2010-2019
Ages 0-19	Decrease
Ages 20-29	Increase
Ages 30-39	Decrease
Ages 40+	Increase

Projected 2040 Population and Employment Density



2018 CDC Social Vulnerability Index



Public Engagement

Through a variety of methods and formats, the project team collaborated with constituents to gather their input on community interests, concerns, challenges, solutions, and priorities regarding the efficient movement of people and goods in the City of Brownsville. Three types of public engagement took place in the planning process which included:

- A series of stakeholder workshops / interviews with government, nonprofits, businesses, and other transportation sectors.
- Three public meetings / open houses which provided opportunities for citizens to learn about and give input on their transportations needs and concerns, including their feedback on transit alternatives and capital improvement projects.
- Online public engagement in the form of a public comment map portal and an online community survey.

Stakeholder Feedback: Top Priorities

1. **Inclusivity** – Mobility projects should accommodate users with limited vision, hearing, and mobility.
2. **State roads** – Many roads of concern are maintained by TxDOT, and improvements may be difficult to implement.
3. **Major transportation hub** – The Port of Brownsville and Brownsville South Padre Island International Airport (BRO) are major drivers of growth and are important to consider in the mobility plan. BRO's potential certification as a spaceport strengthens this consideration.
4. **Downtown** – Revitalizing downtown Brownsville is important for driving the local economy and growth efforts.
5. **Traffic light synchronization** – Synchronizing traffic lights is a high priority for residents. Mistimed lights increase congestion and travel time.
6. **Bus stop amenities** – Transit amenities at bus stops, such as benches and shade structures, are important for improving rider experience.
7. **Trail system** – An integrated sidewalk and trail system is an appealing and practical amenity for residents and developers.

Online Feedback: Top Priorities

Through the use of surveys, the project team collected information regarding transportation needs and desires. Responses are summarized below.

Places Public Transit Should Go

Shopping Malls
Downtown
Beaches / South Padre Island

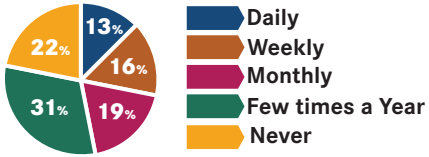
Places for Sidewalk and Trail Investment

South Brownsville
Missing connections
Downtown Brownsville

Intersections In Need of Improvement

Boca Chica & I-69 E
Boca Chica & International
Ruben M Torres

Question: How often do you use trails?



Question: Would you rather have the bus come more often or walk less?

Walk Less	Increased Frequency	Both
27%	70%	3%

Public Meetings Feedback: Top Priorities

Participants were asked to place stickers adjacent to words which resonated most with them in terms of the future of mobility:

1. **Safety**
2. **Quality of Life**
3. **Connectivity**
4. **Smart Growth**
5. **Community Health**





Guiding Framework

The BTX Mobility Plan provides a strategic and integrated approach for dealing effectively with the complexities of the city's transport needs now and into the future. In order to create a multimodal transportation network that improves connectivity to key industries and supports existing and planned land uses of the city and its Extraterritorial Jurisdiction (ETJ), the plan builds on the following key findings from the introductory analysis and public engagement:

- The City's existing plan documents emphasize connectivity, safety, innovation, sustainability, and an awareness of future developments. These themes are seen from both the City and the community as a whole.
- People and employment are both concentrated at the center of Brownsville with additional growth to the northwest and southeast.
- The most socially vulnerable populations in Brownsville are at the core of the city, but a cluster of vulnerable populations is located further north in the more rural areas.
- The existing transportation infrastructure, especially active transit infrastructure, is concentrated at the core of the city with sparse development in the rural community.
- Demographic analysis shows a high need and propensity for non-single occupancy mobility options such as transit and rideshare programs.
- The region's projected population and employment growth show an increase in demand for regional transportation infrastructure and/or mobility solutions.
- The city's geographic location is a strategic asset for freight movement and economic growth.

Transportation Needs Assessment

To complete the BTX Mobility Plan, the project team assessed a broad range of data and public input to develop strong recommendations and projects for an improved mobility system. Specifically, the plan contains the following elements to provide the City with a variety of policy and project options:

Roadway Analysis

The roadway analysis identifies corridor classifications, current and future level of service, major crash locations, freight traffic patterns, and accessibility to critical economic hubs such as the port and airport.

Active Transportation Analysis

The active transportation analysis identifies existing bicycle and pedestrian infrastructure, access and distribution of facilities, level of stress for users, and the infrastructure proximity to major destinations.

Transit Analysis

The transit analysis identifies routes and stop locations for the B Metro network, including identifying the level of service and unserved areas, a walkshed analysis, a market analysis, and propensity of transit analysis.

Port of Brownsville and Brownsville Airport

The Port of Brownsville and Brownsville South Padre Island International Airport are located on the east side of Brownsville and serve as major economic hubs and drivers for the region.

The Port of Brownsville...

- directly supported 8,500 Valley jobs in 2018
- generated $3 Billion in economic activity in 2018
- will see two large liquefied natural gas projects in the next decade
- is expecting investment of over $20 billion

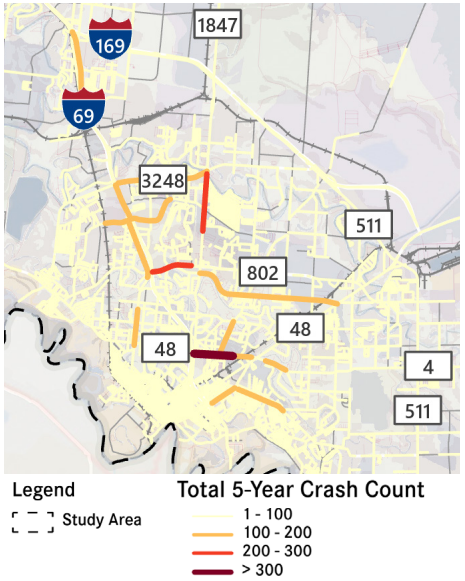
The Brownsville Airport...

- serviced 215,137 passengers in 2018 and 238,119 passengers in 2019
- serviced 6,533 flights in 2021
- is purchasing a spaceport license to handle horizontal space launches which will complement existing SpaceX operations

Roadway Analysis

Crash Analysis

5-Year Crash Count (2017-2021)

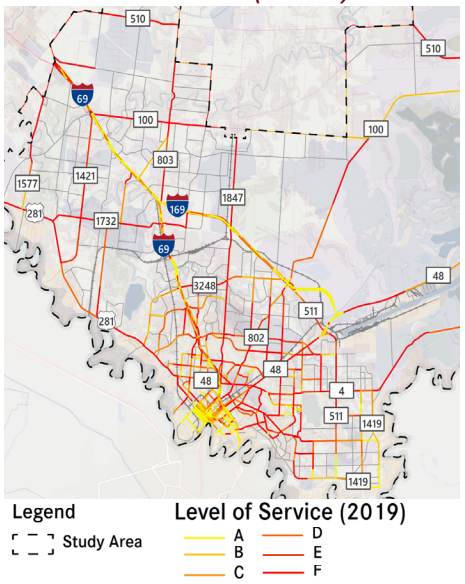


Top Five Contributing Factors by Gross Count	Crash Count
Speeding	6,193
Failed to Yield	3,878
Erratic Driving	3,451
Improper Turning	1,594
Disregard Traffic Control	1,184

Top Crash Intersection	Total
IH 69E & FM 802	260
FM 1847 & FM 802	178
US 77 & US 281	156
Old US HWY 77 & Morrison Rd	153
FM 1847 & FM 3248	135
US 281 & US 77	134
FM 802 & FM 1847	125

Level of Service Analysis

Level of Service (2019)

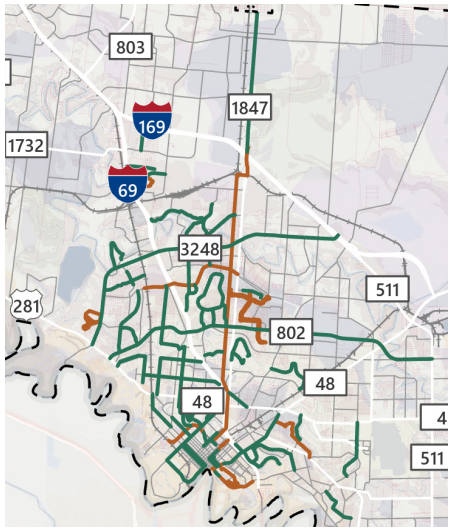


Level of service is the ratio of the volume of traffic that uses a roadway divided by the design capacity of the roadway. The resulting volume to capacity, or LOS, is an indicator of congestion on a scale from A to F, where A represents free flow traffic and F represents severe congestion.

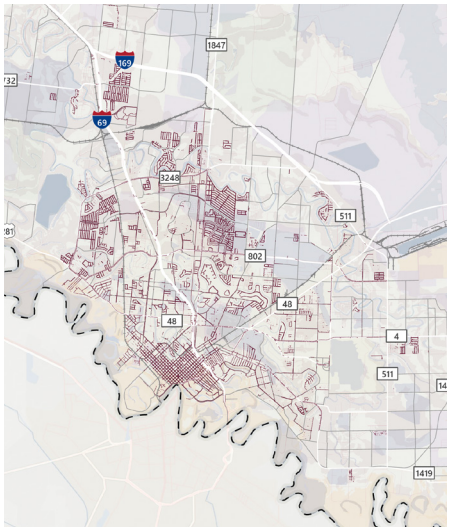
By 2045, traffic congestion is expected to worsen if no investments were made in transprotation infrastructure.

Active Transportation Analysis

Existing Bicycle Infrastructure



Existing Sidewalk Infrastructure



Bicycle Infrastructure Analysis

A majority of bicycle lanes are along major thoroughfares and in the Downtown. Only 1.3 miles of the total 35 miles of bicycle lanes are protected with barriers from vehicles. Off-street recreational trails connect mostly north to south while bicycle lanes connect east to west.

Sidewalk Analysis

A majority of major thoroughfares have adjacent sidewalks, while many minor local streets do not offer sidewalk connectivity. Major issues related to sidewalks include poor pavement condition, cracked and sloping sections of sidewalk, missing segments of sidewalk, and limited ADA-accessible or safe crossings.

35
Miles of on-street bicycle lanes

32+
Miles of recreational trails

5
BCycle Stations (Bike-share)

72%
of Brownsville residents are within 1/4-mile of a bicycle facility

76%
of Brownsville seniors (65+) are within 1/4-mile of a bicycle facility



Historic Battlefield Trail



Biking near Palmito Hill

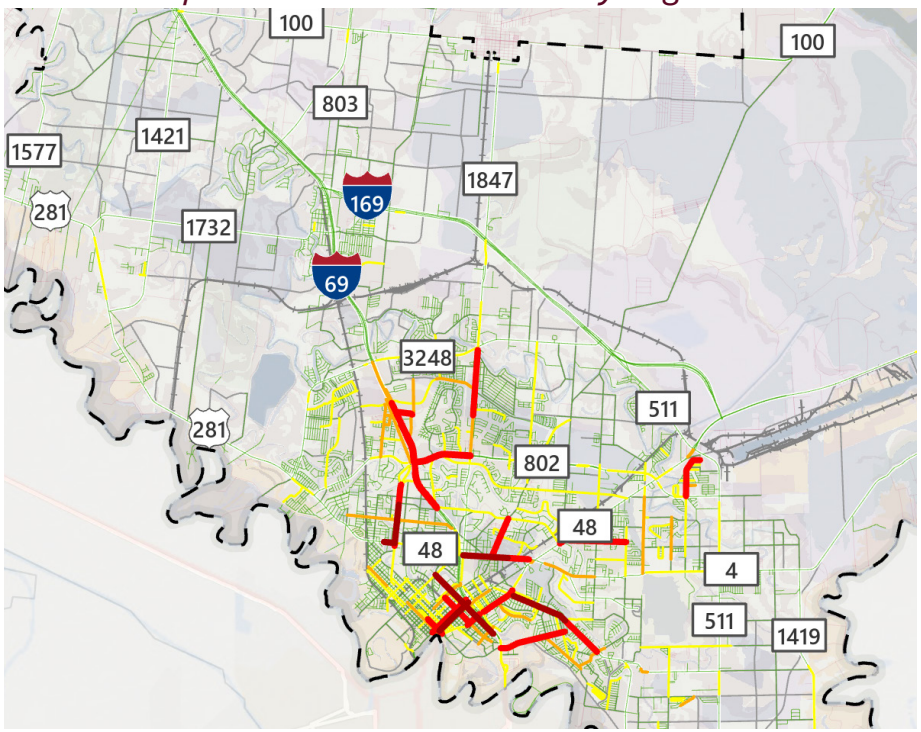


E. 7th St. Infrastructure

Crash Analysis

Crashes involving pedestrian and cyclists have occurred mostly along major thoroughfares connecting Downtown, shopping centers, and I-69 E. Notably, International Drive, Southmost Boulevard, Ringgold Street, and Central Boulevard at Boca Chica are the most crash prone roadway segments. Pedestrian-cyclist crashes do occur but are less common along primarily residential streets roadways connecting subdivisions.

Active Transportation Crash Locations by Segment

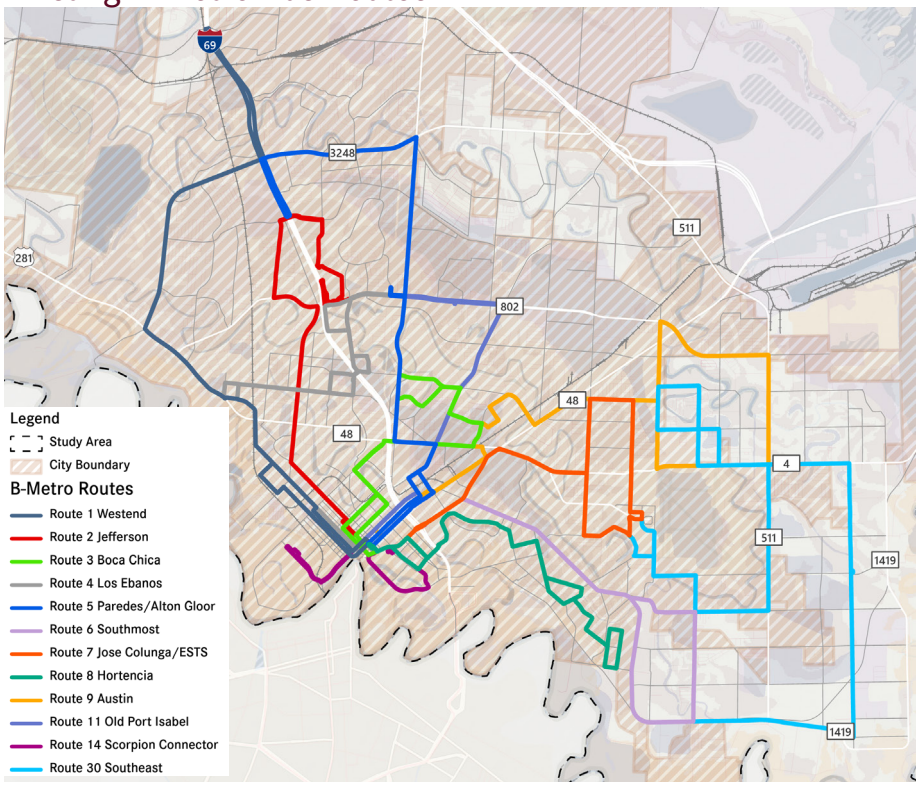


Transit Analysis

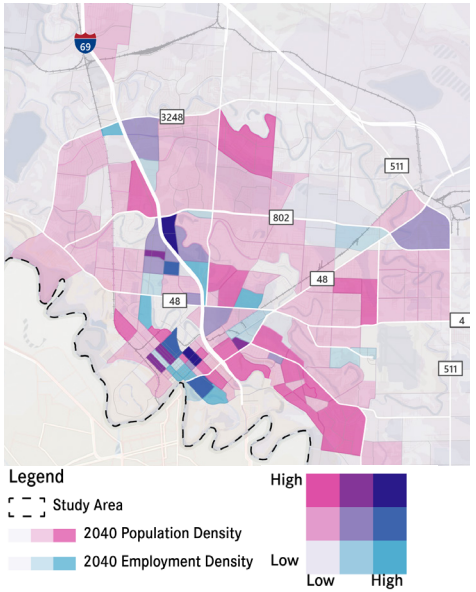
A majority of residents utilize their personal vehicles to get to work, while only 0.1% of the population utilizes public transportation. B Metro has over one million annual riders and is the largest transit provider in the Rio Grande Valley (RGV). The 12 existing B Metro routes all terminate in Downtown at the La Plaza Transit Center. Throughout the public engagement process B Metro riders stated they have difficulty understanding how to transfer between service providers and desire unified route scheduling.

Busiest B-Metro Routes (2019-2020):
Route 2: Jefferson
Route 3: Boca Chica
Route 9: Austin
Each over 150,000 riders
Ridership is highest near Downtown and leading to the Port of Brownsville

Existing B-Metro Bus Routes

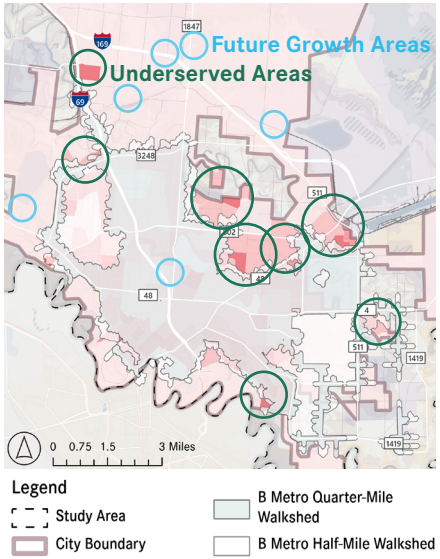


Projected Transit Propensity 2040



Transit Propensity is a measure of the transit ridership potential based on population and employment density. In 2040 it is projected that existing major shopping center nodes and Downtown will increase in overall ridership potential.

Transit Disadvantaged Persons within Walkshed



Shown in gray above, a majority of disadvantaged populations in Brownsville are within a half-mile walk from a B Metro bus stop. Residents in far east and north east Brownsville are the most underserved by B Metro.

Transportation Needs Key Findings

- Existing plan documents emphasize connectivity, safety, innovation, sustainability, and an awareness of future developments.
- People and employment are both concentrated at the center of Brownsville with additional growth to the Northwest and Southeast.
- The most socially vulnerable populations in Brownsville are at the core of the city and located further north in the more rural areas.
- Existing transportation infrastructure is concentrated at the core of the city
- Demographic analysis shows a high need and propensity for non-single occupancy mobility options such as transit and rideshare programs.
- The region's projected population and employment growth show an increase in demand for regional transportation infrastructure and/or mobility solutions.

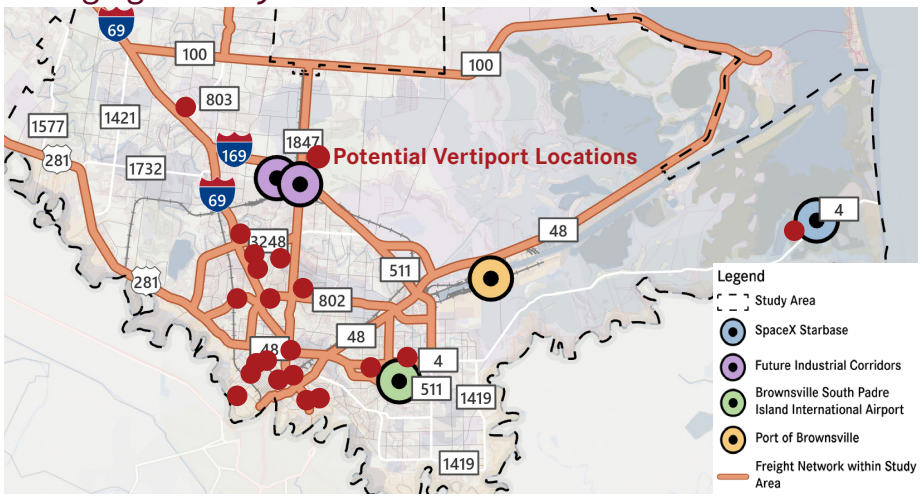
Emerging Mobility Innovation

The Plan presents future emerging mobility trends at three levels: macro, meso, and micro. More specifically, trends in space travel, urban air mobility, and smart mobility technology provide the City with an opportunity to introduce new travel modes and traffic management interventions into existing planning efforts to improve local citizen mobility at these three scales. These emerging trends have the potential to determine Brownsville's place as a testing ground for innovation, mobility, and forward-thinking economic growth.

Space Travel

SpaceX, a private space exploration company that manufactures Starship space vehicles, provides space transportation services, and communication services broke ground near Brownsville on a Starbase launch site in 2014. Since 2019 launches and tests have occurred at the site. Economic development, educational, and employment opportunities will continue to emerge from the new space investment from these companies. In addition, a SpaceX-led tourism boom could bring a significant number of visitors to the Brownsville area, considering individual launches at Cape Canaveral in Florida attract 40,000 visitors

Emerging Mobility Locations



Advanced Air Travel

The movement of people and goods by air systems, also known as advanced air mobility, is not as far away as many might think. The National Aeronautics and Space Administration's (NASA) Advanced Air Mobility (AAM) project supports "emerging aviation markets to safely develop an air transportation system that moves people and cargo between places previously not served or underserved by aviation." AAM aircrafts would land on vertiports and vertistops which could be located across a city for urban aircrafts, much like a helicopter's associated heliport and helipad. The most likely development of AAM traffic in the near future could involve last-mile cargo delivery goods by air instead of trucks on the ground. Additional regulations still need to be defined regarding noise, privacy, zoning, energy delivery, airspace, and safety.

Smart Mobility

Smart mobility refers to a conceptual strategy of a city that runs more smoothly using innovative technology and sophisticated data analysis to better equipt traffic signals, transit vehicles, parking, and other transportation infrastructure for more efficient, environmentally conscious, flexible, safer, and accessible modes of transportation. As Brownsville continues to grow and add new infrastructure, smart mobility technologies should be considered.

Policy Recommendations

- Promote Brownsville as a space industry hub.
- Foster space industry workforce development through educational institutions.
- Develop a Brownsville Emerging Mobility Taskforce to oversee the planning and development of new innovative mobility in the region.
- Work with NASA, the FAA, and TxDOT to adjust, add, and develop regulations and policies of air travel laws.
- Assess the impact, locations, and energy usage of vertiport locations and hybrid aircraft.
- Develop Vertiport locations at medical, commercial, and transportation hubs.
- Test intelligent traffic signaling and transit signal prioritization to optimize traffic flow.
- Implement smart street lights based on motion detection and environmental sensitivity

Future Scenario Analysis

Because transportation planning involves investigation and analysis of many different users across a complex system, “scenario analysis” can help planners and stakeholders understand the range of approaches available for network investment and policy development. By understanding barriers and opportunities associated with scenario implementation through public engagement, the project team was able to develop a suite of recommendations that aligns with community goals and represents a shared vision for the future. The scenarios included:

1. **Enhanced Freight Network:** optimize freight network with projects and policies that improve reliability and efficiency of freight movement across the system
2. **Transit and Active Transportation Coordination:** leverage opportunities to coordinate improvements along major corridors that include both active transportation and transit amenities
3. **Smart City Mobility Projects:** embrace technology to improve mobility user experience
4. **Emerging Technology Deployment:** prepare for and integrate new types of transportation into the existing transportation network
5. **Texas LNG and Rio Grande LNG at the Port of Brownsville Construction and Impacts:** ensure limited impacts due to the construction and operation of Texas LNG and Rio Grande LNG

Scenario 1: Enhanced Freight Network

In 2015, the City of Brownsville and its surrounding area were estimated to have transported over 6.2 million tons by truck and over 0.5 million tons of cargo to trading partners throughout North America by rail. During that same period, the area received over 5 million tons of cargo.

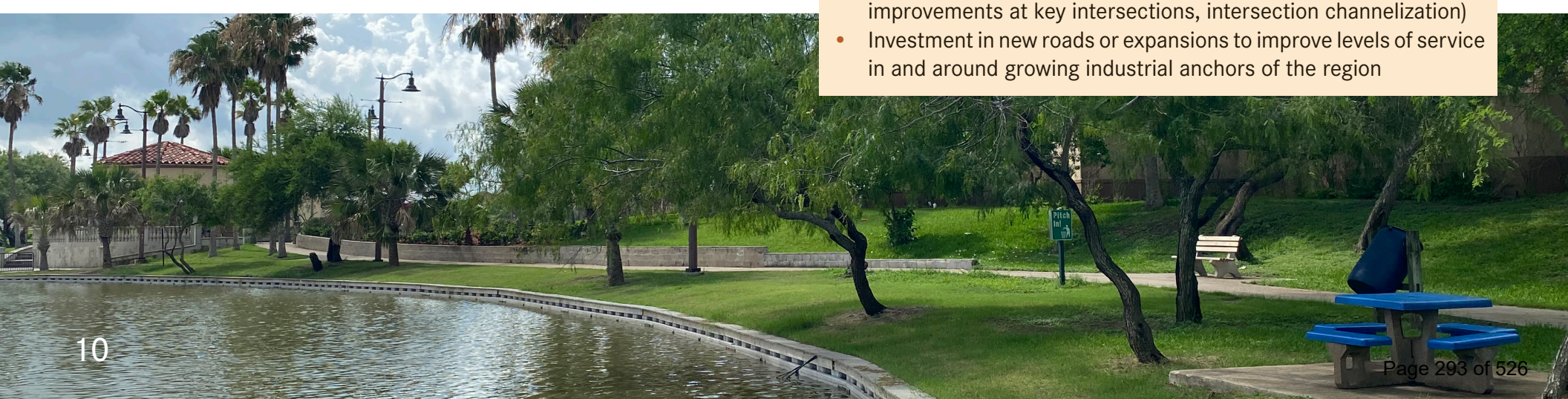
Between 2010-2020, truck traffic between Mexico and the Valley grew by 42%. Additionally, the region is expected to see a 170% increase in overall freight tonnage across all modes by 2050.

While the regional travel demand model accounts for expected growth in freight activity based on historic trends, the City has identified several areas (over 1,000 acres) for planned industrial and manufacturing growth that are actively marketed to potential tenants. Specifically, there is a potential for major economic growth at these locations, with specific needs for transportation investment. The regions include:

- I-169 North Corridor Industrial Park – 729 acres
- North Brownsville Industrial Park – 72 acres
- Brownsville Aerospace Industrial Park – 277 acres

Implementation of an enhanced freight network scenario includes:

- Prioritization of freight network roadways in any project consideration
- Design guidelines that improve freight speed, safety, and movement from the TxDOT Freight Infrastructure Design Considerations publication (12-foot lane widths on major corridors, sight line improvements at key intersections, intersection channelization)
- Investment in new roads or expansions to improve levels of service in and around growing industrial anchors of the region



Scenario 2: Transit and Active Transportation Coordination Scenario

Scenario Two involved improving the active transportation and public transit networks. As two modes of transportation that help to reduce the number of single occupancy vehicle trips, this scenario helps to increase citywide sustainability, and reduce traffic congestion. Implementation of a more coordinated transit and active transportation system would be based on recommendations from the National Association of City Transportation Officials (NACTO) Street Design Guides. At its core, a coordinated transit and active transportation network rests on the principle that a Complete Street includes space for all modes of transportation: cars, bicycles, pedestrians, and transit riders.

As part of this scenario, the recommended street designs / thoroughfare cross section in the BTX Mobility Study includes a section of right of way dedicated to “flex space” that allows planners to ensure there is sufficient room for any planned amenity within a roadway such as a bicycle lane, widened sidewalk, landscape plantings, a bus dedicated lane, or expanded bus shelter zone.



Cross Section Flex Space Examples

Scenario 3: Smart City

As part of an effort by the City to embrace technology for improvement. smart mobility integration encompasses a scenario characterized by Smart Street Lights, Intelligent Transportation Systems, and user-facing mobile applications for enhanced citizen experience. The American Planning Association’s Smart Cities recommends two implementation approaches; an Incremental and a Holistic Approach. Based on the analysis, it is determined that a pilot project (incremental) approach could allow the City the opportunity to learn and develop capacity with a limited size before bringing the initiative to scale city-wide.

Scenario 4: Emerging Technology Deployment

As cities continue to grow and congestion on roadway networks worsen, Adanced Air Mobility has garnered a lot of attention from the technology industry toward replacing first-mile/last-mile trips for passengers and freight. To fully implement long-term integration of emerging forms of transportation, challenges such as zoning, airspace highways, safety, and privacy, will have to be addressed to ensure the City is ready to implement a functional and efficient system of emerging mobility innovation, stakeholders found that this scenario is important yet has significant risk to implementation success due to funding constraints, community acceptance, and infrastructure needs.

As such, the creation of a Brownsville Emerging Mobility Taskforce was found to be the best path to implementation. This task force would stay active in the field while working to develop pilot projects or policies by:

- Participating in NASA’s Advance Air Mobility Community Integration Working Group
- Participating in TxDOT’s Urban Air Mobility Advisory Committee meetings
- Supporting FAA and TxDOT recommendations for implementation and integration of AAM into the city’s multimodal transportation system

Scenario 5: Texas LNG, Rio Grande LNG, and Growth Impacts

The final scenario analyzed for development of plan recommendations is centered on construction of the Texas LNG and Rio Grande LNG-NextDecade projects at the Port of Brownsville and the associated short-term and long-term impacts. As these projects bring additional employment and activity, strategies to improve transportation should be

Based on the assessed impacts, the city should:

- Conduct a traffic and transportation operations study from routes connections the Port and other destinations
- Consider long-term implementation of bus routes and alternative transportation to the Port

Thoroughfare Plan

Purpose

A thoroughfare plan is a long-range plan that identifies locations, classifications, right-of-way widths, facilities, and different infrastructure elements to serve as a cohesive, unified approach to the transportation network of the region supporting the Mobility Plan's unique goals and priorities.

Design Considerations

Context Sensitive Solutions and Complete Streets

Both Context Sensitive Solutions and Complete Streets approaches encourage working with communities in the design of roads to improve the safety, transportation systems, access to transportation and minimize the impacts of the natural environment. The goal is to design roadways to best suit the context of the existing structures, needs, and limitations (urban, rural, suburban). Complete streets means that roadways cater to a wide range of mobility options depending on the location such as bicycle lanes, sidewalks, bus lanes, and mid-block crossings.

Transit Amenities

B Metro stops should include a variety of amenities depending on the usage of each stop. The more utilized a stop is the more amenity investment should be placed there, including investments in signage, benches, trash cans, lighting, and shade structures.

Hazard Mitigation / Resilience

Transportation planning is closely tied to hazard mitigation strategy because transportation infrastructure can both increase and decrease hazard risks such as flooding and heat risks. Methods of infrastructural hazard mitigation can include adding the following to street designs:

- Using native landscaping to absorb heat and supply shade.
- Reducing or eliminating parking lots.
- Incorporating bike lanes and sidewalks into existing roadway.
- Building shade structures over pedestrian infrastructure.
- Increasing access to parks and green spaces.
- Installation of trees along streetscapes
- Using native landscaping for stormwater collection (bioswale)



A Complete Street



Flood Mitigation Buffers

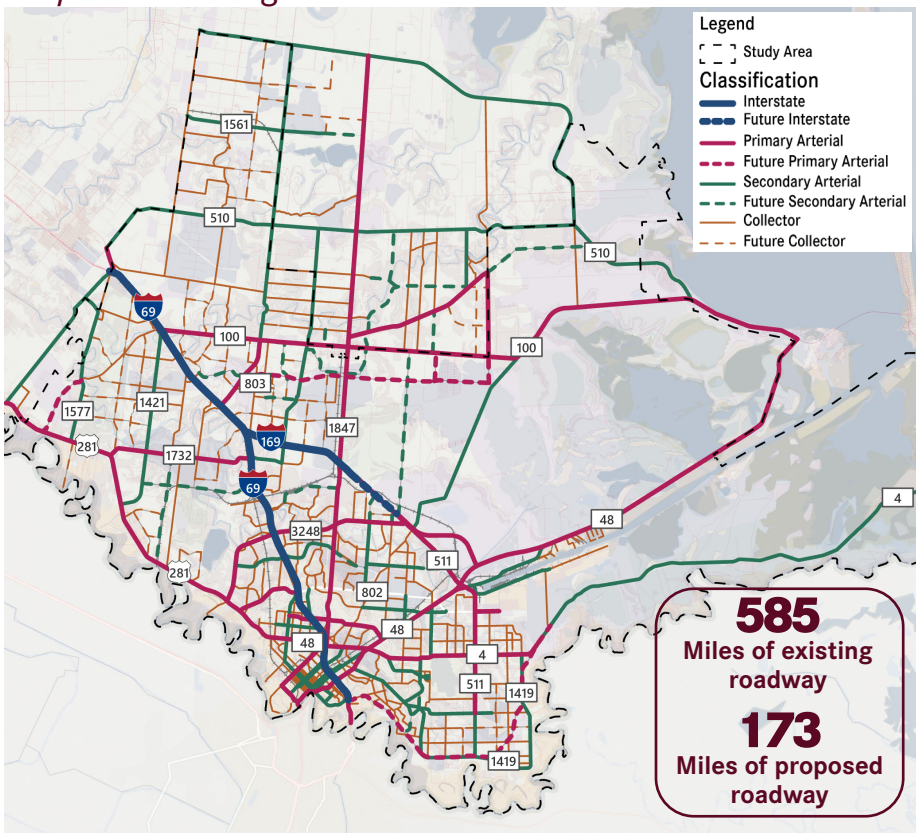


Bus Stop Amenities

Implementation and Funding

The proposed roadway improvements and new roadway alignments can be implemented through a number of funding sources including subdivision impact requirements on adjacent roadways, annual city budgets, MPO funding, safety improvement grants, funds from FEMA and TxDOT, and the Transportation Alternatives Program grants.

Proposed Thoroughfare Plan



Transit Plan

Purpose

Building off of existing 2020 and 2017 B Metro planning efforts, the BTX Mobility Plan seeks to implement new and prior plan recommendations. Below is a summary of prior recommendations:

2017 Brownsville Transit Plan	2020 RGVMPO Regional Transit Plan Service Standards
More frequent service	15-30 minute headways for local, urban routes
Later service	Standard service to 8pm; Extended service to 10pm
Sunday service	Weekend service where appropriate
Improved bus stop amenities	Top 10% of bus stops should have a shelter; Top 25% should have a bench
Coordination to minimize connection times	Transfers between routes and systems should be scheduled to take place within 15 minutes

Service Recommendations

Extend Span of Service

In the short-term, extend regular weekday service until at least 8:00 PM; Longer-term, meet extended span of service (6 AM to 10 PM) on weekdays with weekend service on all routes.

Improve On-Time Performance (OTP)

B Metro reported a system-wide OTP of just 46%, with 30% early departures. B Metro should work towards a 75% OTP service standard.

Increase Route Frequencies

Increase weekday frequency from every 60 to 30 minutes on Routes 1, 3, 4, 5, 7, 8 and 9 to meet the minimum service standards.

Improve Bus Stop Amenities

Complete a comprehensive bus stop inventory. Ensure the top 25% of stops have benches and at least the top 10% of stops have shelters.

Simplify Transfers and Consider Restructuring Fares

Increasing the travel fare to $1.25 while eliminating the existing $0.25 transfer fees could increase ridership and reduce transfer frustrations.

Introduce Electronic Fare Collection

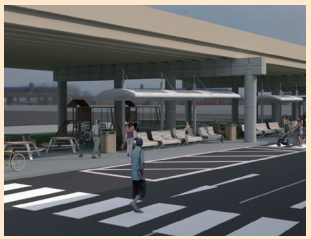
Add electronic phone scanning payment technology to make payments easier for the customer and better track route performance.

Future Projects

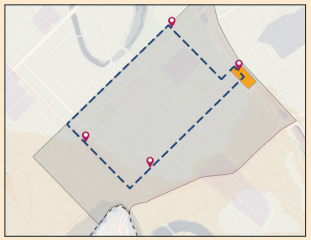
Looking forward, B Metro may need to consider other options for extending service coverage to fill gaps or future, outlying areas of need. Long term success of a downtown mobility hub would likely include a diverse integration of new amenities like EV charging stations, smart mobility apps, bike or scooter share system, and safe connections to existing walking and biking networks and economic centers.

Develop Downtown Mobility Hub with Circulator Route

More than just a park-and-ride, a true mobility hub featuring a downtown circulator would increase access for locals and visitors.



Concept of Mobility Hub



Proposed Circulator Route

Conduct Bus Rapid Transit (BRT) Feasibility Study

BRT is a high frequency transit service that mimics light rail without as large an upfront cost which would connect Downtown and the Port.



Consider Microtransit to Increase Coverage

Offer on-demand services available to all riders within a “microtransit zone” and may be used to test future viability of route extensions.



Implementation and Funding

Proposed B Metro improvements will involve additional costs to increase the span and frequency of bus service. To operate all existing routes on weekends with full-day service would include a $17.8 million dollar annual increase in costs. The proposed Circulator Route is estimated to have an annual operational cost of $696,000 annually to operate.

Mobility Recommendations

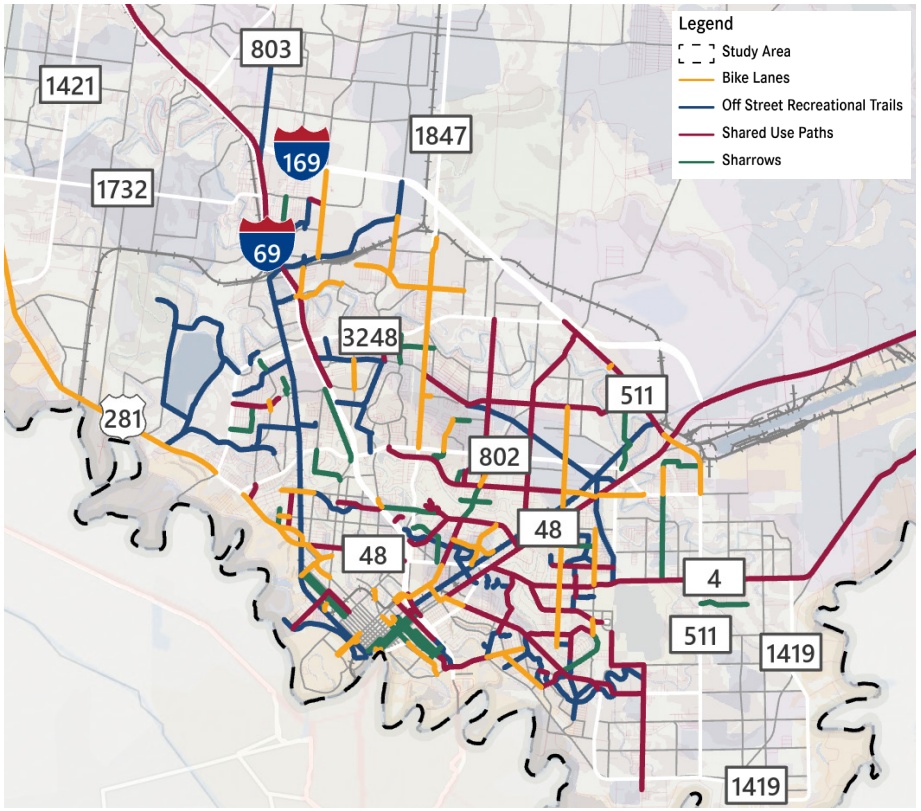
Design Guidelines and Policies

As the City works to implement projects and programs, careful consideration should be given to apply the following design guidelines and policies as it relates to roadway design, safety, and adjacent land use. Recommendations below are based on the current state of the practice, which emphasizes context appropriate designs that consider the impact of the transportation system on adjacent land uses.

Recommendations

- Improve roadway design with active transportation, hazard mitigation techniques, and safety elements such as curb extensions, buffer areas, plantings, buffered bicycle lanes, and mid-block crossings.
- Redefine the Access Management Program by applying revised standards for driveway spacing and median openings.
- Incorporate appropriate considerations to allow for intersection sight distance requirements set forth by NACTO, AASHTO and TxDOT, which include lighting, curb curvature, lane markings, conflict points, and sightline considerations.
- Consider roundabouts at high crash intersections where applicable
- Continue implementing the Vision Zero Policy of aiming for zero deaths and injuries on Brownsville's roadway and transportation networks.
- Ensure all designs include safety measures and design considerations.
- Deploy medians and pedestrian safety islands as a way to keep pedestrians and cyclist safe with minimal crossing distances.
- Consider critical site connectivity gaps where infrastructure is missing.
- Enhance driver awareness through education and signage.
- Create a multimodal signage and wayfinding program.
- Amend the City's Unified Development Code (UDC) to include Complete Street design standards and continue enforcement of the bicycle, parking, and sidewalk provisions of the UDC.

Proposed Bicycle Facilities



Emerging Technology Recommendations

Implement a Smart Mobility Pilot Downtown

Brownsville should test and implement new technology such as intelligent traffic signals, transit signals, connected vehicle infrastructure, and other technologies within Downtown as a pilot program.

Create an Emerging Mobility Taskforce

A Brownsville Emerging Mobility Taskforce should be actively engaged with TxDOT and NASA's existing air mobility task forces and initiatives to help guide Brownsville's implementation of emerging mobility such as air delivery and transport.

Capital Improvement Plan

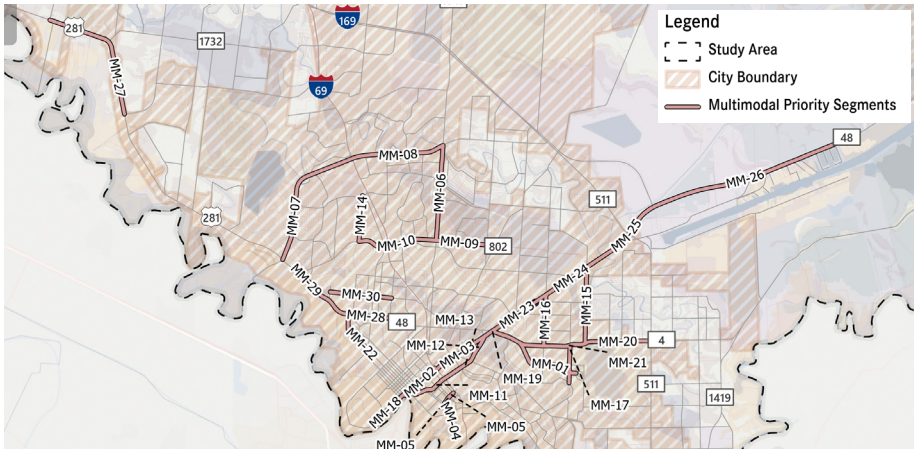
A capital improvement plan is a planning and fiscal management tool used to coordinate the location, timing, and financing of capital improvements over a multi-year period. The completed Plan includes detailed implementation tables noting specific roadway and intersection projects, improvement descriptions, and associated costs.

30	10	82	46
Multimodal Projects totaling $697,000,000	Major Intersection Safety Projects totaling $5,575,000	New Roadway Projects totaling $311,000,000	Roadway Expansion Projects totaling $91,000,000

Multimodal Corridor Projects

Corridors within the city that support multiple levels of travel and types of users are important to prioritize due to their ability to have a larger impact. Based on a multimodal scoring assessment conducted in the Transportation Needs Assessment chapter, 10 corridors were found to have the largest potential for multimodal improvements and community impact. Recommended improvements include the addition of sharrows and bicycle lanes, constructing raised medians and landscape buffers, painting crosswalks, adding transit stop amenities, and constructing and reconstructing sidewalks and shared use paths.

Multimodal Corridor Projects



Intersection Safety Projects

While the Multimodal Corridor Projects represent large-scale interventions aimed at completing planned improvements, this plan also includes Intersection Projects focusing on smaller, yet impactful changes to high crash corridors and intersections to reduce crashes and improve safety. Proposed improvements include conducting road safety audits, radar speed signs, improved wayfinding, access management, and permissive phasing of signals.

Capital Recovery Projects

Finally, as a growing city, Brownsville has the option to adopt a capital recovery program to allow for increased revenue collection to mitigate impacts from traffic changes. The CIP for this Capital Recovery Program includes only the collector and arterial projects needed to complete the City's Thoroughfare Plan. Projects are divided into **New Roadway** projects and **Roadway Expansion** projects, then further sub-divided into service areas to comply with state law and assess fees. Projects were decided on and assessed based on lane capacities and volumes assigned in the 2023 Rio Grande Valley MPO Travel Demand Model during the PM Peak Hour for Years 2023-2033.



BENEFITS OF THE BROWNSVILLE MOBILITY PLAN

- Improves community health metrics
- Provides alternative mobility options
- Improves park usage and eco-tourism
- Improves traffic and transportation efficiency
- Reduces roadway related injuries
- Creates attractive and safe streets
- Improves access to schools and community centers
- Increases economic activity
- Increases access to job opportunities
- Improves access to everyday retail and commercial uses
- Targets strategic infrastructure investment
- Helps strengthen existing City assets
- Identifies opportunities for future growth
- Promotes a reduction in air and noise pollution
- Reduces roadway maintenance and repair costs
- Allows for testing of new innovative technology

Acknowledgments

City Commission Members, 2022 - 2023

Juan “Trey” Mendez, III, Mayor

John Cowen Jr, At-Large “A”

Rose M. Z. Gowen, At-Large “B”

Nurith Galonsky Pizana, District 1

Jessica Tetreau-Kalifa, District 2

Roy De los Santos, District 3

Pedro Cardenas, District 4

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Thank you to the BTX Mobility Plan Steering Committee, stakeholders, and community members who helped provide guidance in the development of the BTX Mobility Plan.

Prepared for the City of Brownsville by

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MOBILITY PLAN 2023
GENERAL
HAUS
GENERAL

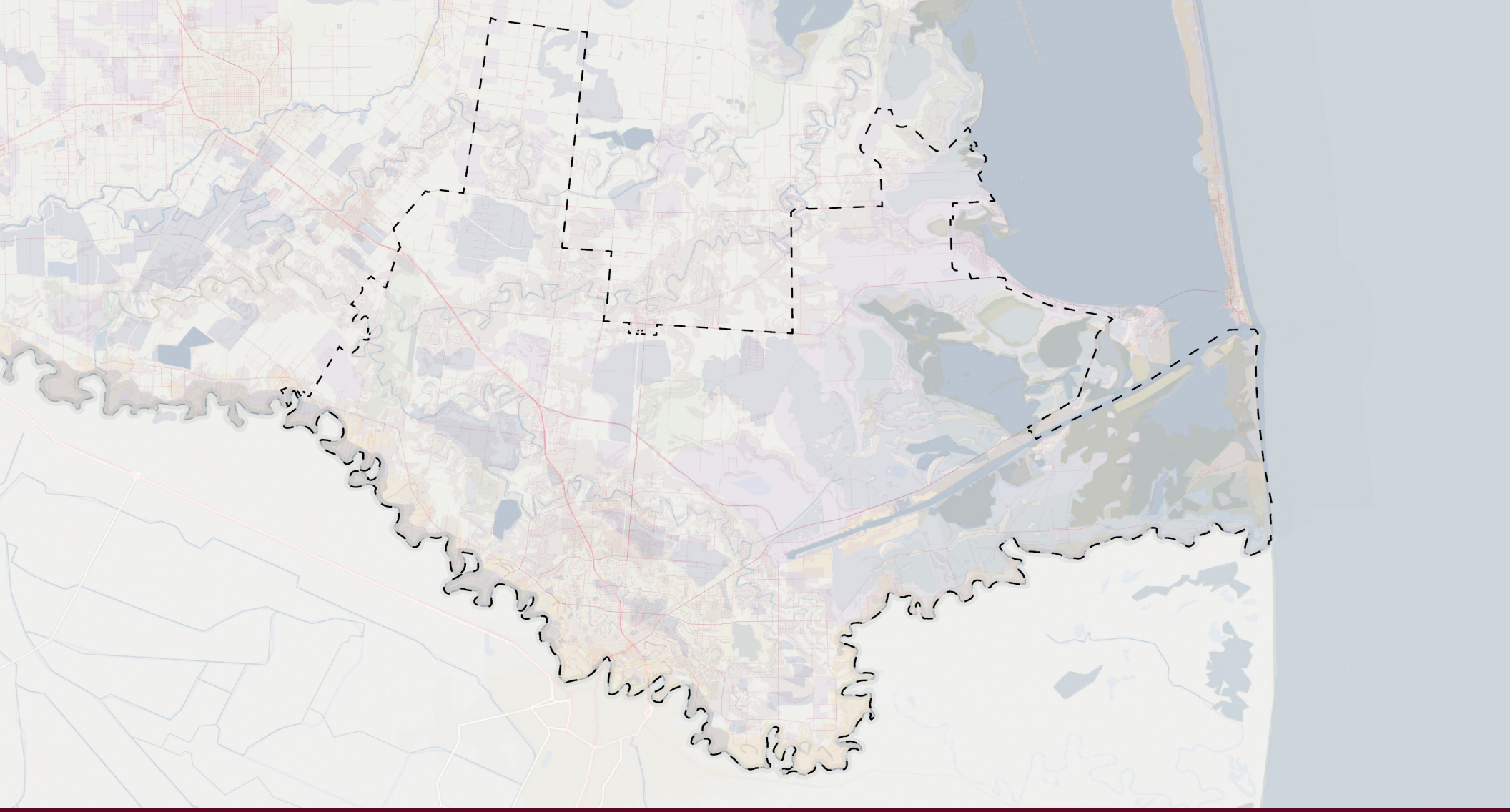
BTX Mobility Plan

Follow link to view full plan details.

BTX Mobility Plan

https://www.brownsvilletx.gov/2400/BTX-Mobility-Plan-2023





BTX MOBILITY PLAN 2023



Letter from the City Manager

Dear Citizens of Brownsville:

It is with great pleasure that I share with you the BTX Mobility Plan – a first of its kind roadmap for the future of transportation in Brownsville. As you read through this plan, you will find a comprehensive strategy to address transportation needs across all modes and users like vehicles, freight, and bikes. As part of our long-term strategy to become a leader in emerging mobility innovation, the plan also includes recommendations to prepare for the future of transportation with connected vehicle infrastructure, urban air mobility, and the space industry.

The year long process to develop this plan included engagement with citizens and stakeholders representing all areas of the city and its economy. Transit riders, public works officials, school leaders, and more were included in the conversation around future transportation needs for our great city. As a result, this plan includes recommendations and capital projects that ensure an equitable and efficient system for the movement of people and goods, aspiring to maintain a 15-minute timeframe.

I want to thank the City Commission, City staff, and Steering Committee for their leadership and input throughout this process. With this plan, we embark on a new path for transportation in Brownsville, ONE city, and I encourage you to take this step with me, as we create the next gen Brownsville.

Thank you!

Helen Ramirez, AICP

Helen Ramirez

Brownsville City Manager



Pictured: CycloBia Wellness Block Party

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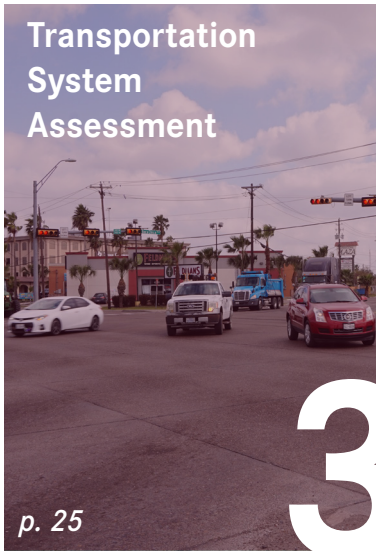







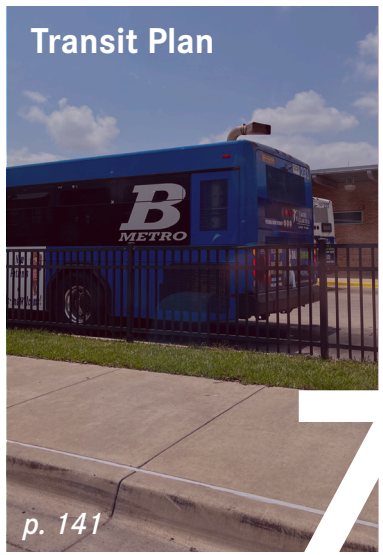

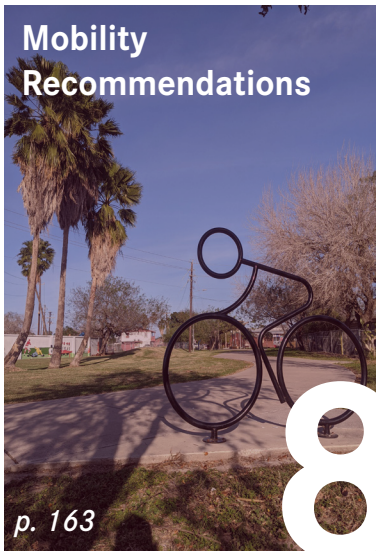

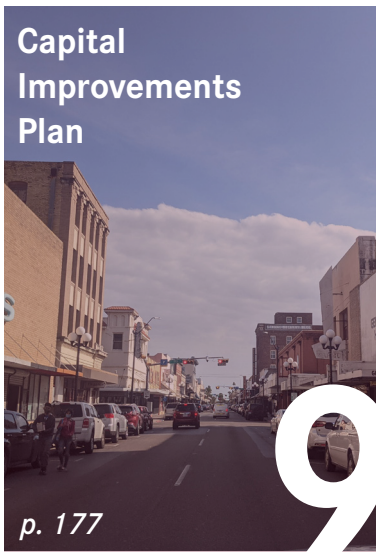



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INTRODUCTION

Overview

The City of Brownsville, Texas is a fast-growing city, situated along the Rio Grande Valley and Texas Gulf Coast. Geographically advantageous for its land, sea, and air accessibility, Brownsville's geographic location provides a natural strategic advantage as an attractive site for tourism, high-tech industry, and general economic development.

As the City of Brownsville continues to grow and evolve, so will its transportation needs. In planning for such growth, the city will need to ensure safe and efficient travel for its residents, visitors, industries, and the community at-large. In this light, and in order to expand and improve the transportation system, the City of Brownsville commissioned this comprehensive strategic mobility plan to serve as a tool to help city leaders implement effective transportation projects, policies, and programs. The BTX Mobility Plan will support an innovative transportation system that empowers a community vision for investing in mobility, economic vitality, and quality of life. The resulting plan will serve as a tool to help guide the development and implementation of a balanced, multimodal transportation system that can best serve the community as the City continues to grow. Brownsville's forward thinking will ensure the city keeps moving towards a prosperous future.

What is a Mobility Plan?

A Mobility Plan serves as a strategic policy guide or framework that outlines strategies and related actions for the provision of safe, clean, and efficient urban transportation. As a blueprint for all future modes of transportation, this Mobility Plan includes recommendations for the development of roadways, transit systems, freight, rail, bicycle, pedestrian, and aviation infrastructure. In order to ensure a bright future for the city's growth, city staff, stakeholders and local citizens worked collaboratively to develop the BTX Mobility Plan. This plan will serve as a guide for implementation of the multimodal transportation system, such that the system is one that best serves the Brownsville community as growth continues.



Pictured: Linear Park

The BTX Mobility Plan will be used to identify and implement necessary capital improvements to the transportation system through creative financing and grant funding opportunities; the Plan will also offer ways to integrate and support connectivity between the Port of Brownsville, the growing space industry and other emerging modes of transportation, the Brownsville / South Padre Island International Airport, and the overall network of roads, bicycle lanes, and transit services.

Why Create a Mobility Plan?

The strength of Brownsville's economy has put the city on the map as an attractive location for residents and businesses to establish a high quality of life and sustainable economic future. Innovative national mobility companies such as SpaceX will also have a major impact on the city of Brownsville. Brownsville's rapid growth and opportunities necessitate increased mobility options for the city.

Creating a mobility plan is a proactive step for Brownsville to take in order to ensure the city is prepared for future growth, given that it is only about 60% built out. A mobility plan allows Brownsville to direct the future in a way that considers the people and culture that makes Brownsville the attractive City that it is. It also allows the City to set aside funding for the cost of future development and identify areas right-of-way for preservation.

Elements of the Plan

To complete the BTX Mobility Plan, the project team assessed a broad range of data and public input to develop strong recommendations and projects for an improved mobility system. Specifically, the plan contains the following elements to provide the City with a variety of policy and project options:

- **Thoroughfare Plan** – the Thoroughfare Plan forms the backbone of the transportation system. It serves as a long-range tool used to guide development of the region's transportation network. Its primary purpose is to ensure development of an efficient system that provides connectivity and access to all users.
- **Emerging Mobility** – the plan builds on the entrepreneurial spirit in Brownsville and recent trends in mobility to outline a path for the City to plan for and develop infrastructure for the newest trends in mobility including space exploration and vertical take-off and landing (VTOL) aircrafts.
- **Smart City Program Development** – the plan identifies smart mobility programs and technologies to better manage traffic flow and use technology to its fullest potential to build an efficient transportation system. Example technologies include Smart Street Lights, traveler information systems and Intelligent Transport Systems (ITS).
- **Transit Plan** – the BTX Mobility Plan also includes high-level recommendations for the future of transit in Brownsville, including route service recommendations, service standards, and infrastructure recommendations to form the plan's transit element.
- **Policy Recommendations** – the plan provides policy recommendations that outline a path for city leaders to enact meaningful regulatory changes and operational changes to improve mobility and promote full implementation of the plan's recommendations.
- **Capital Improvement Plan** – the Capital Improvement Plan includes a full list of capital projects funded by a variety of sources to build out the network and ensure a multimodal system for all users.
- **Capital Recovery Program** – the BTX Mobility Plan includes development of a capital recovery program for the city to administer through its permitting and subdivision process. Capital recovery funds can only be used to fund roadway capacity upgrades and will assist the city in growing new sources of transportation funds.

Study Area

The City of Brownsville and its economy are supported by a number of assets including proximity to Mexican markets and multi-modal ports of entry (land, air, and sea), as well as a growing economy due to a thriving port and manufacturing sector. Moreover, American space manufacturer Space Exploration Technologies Corporation (SpaceX) began construction of a launch site in 2014 in Boca Chica, not far from Brownsville city limits[1].

One critical component of the BTX Mobility Plan development process is the assessment of current conditions of the region as well as the characteristics and conditions present on the multimodal transportation network. The following transportation systems assessment for the BTX Mobility Plan has been performed to ensure that the investments recommended by the plan are based on a quantitative evaluation of the needs of the City of Brownsville. Each step in the analysis relied on the most recent data available for each subject matter and is intended as a decision support tool to be used in conjunction with steering committee and stakeholder input in the development of the final BTX Mobility Plan recommendations.

The analysis presented in this plan covers the incorporated City of Brownsville and a selection of adjoining transportation analysis zones (TAZs) which are largely based on US Census block groups, otherwise referred to as the study area (Figure 1). Since 2009, the City of Brownsville has been exploring opportunities to guide long-range transportation planning investment. The Imagine Brownsville Comprehensive Plan, published that year, envisions a well-connected transportation system that includes:

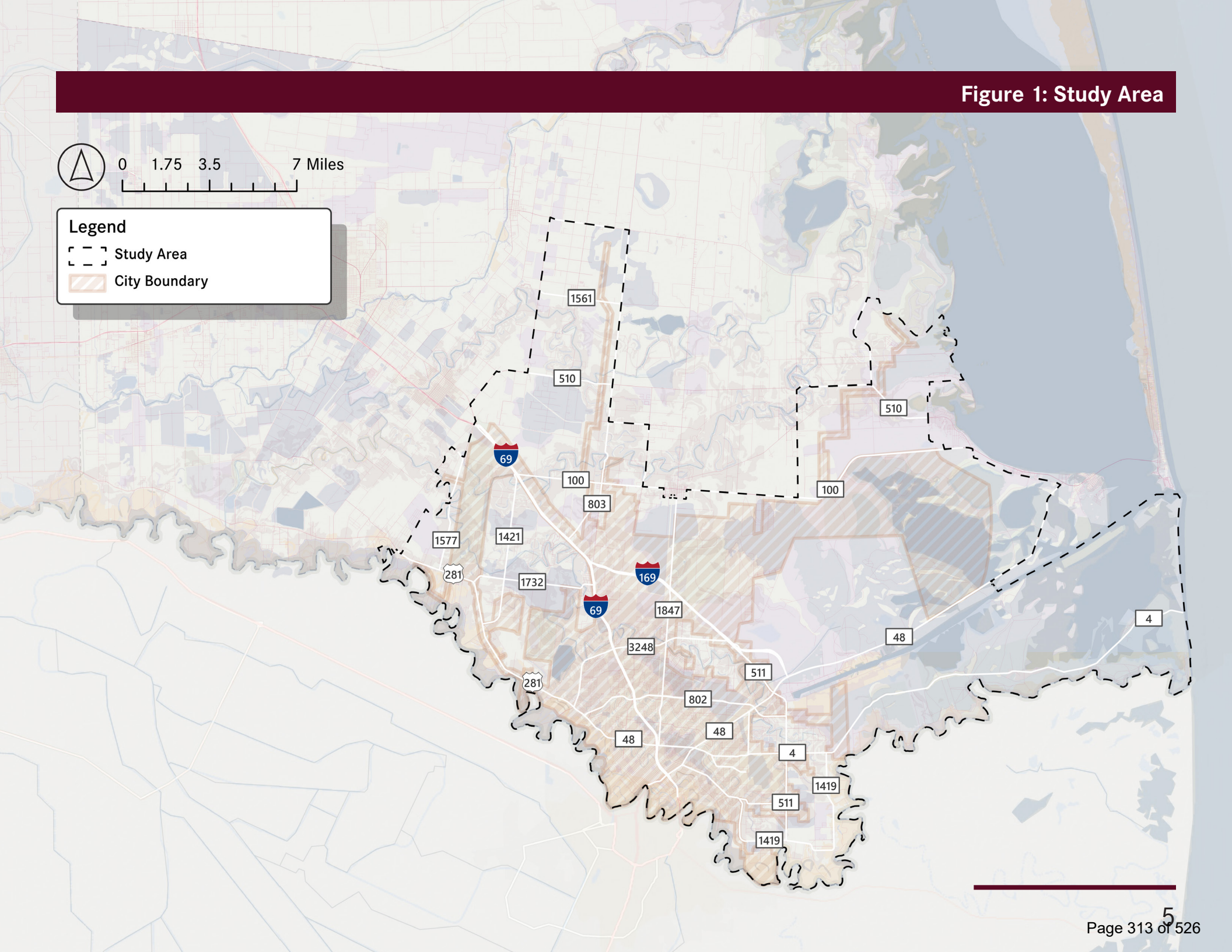
- A plan for city streets to maintain mobility, connectivity, and safety;
- A regional transit system for Brownsville;
- A safe environment for bicycling and walking; and
- Establishment of the Brownsville South Padre Island International Airport (BRO) as the passenger and premier heavy freight center for south Texas.

The plan was a vital step in transportation planning for the City, its extra-territorial jurisdiction, and the region as a whole. When the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) was formed in 2019, additional transit and mobility needs in the area were identified.

As a multimodal port of entry (land, air, and sea), the Brownsville transportation system serves important economic drivers, such as the thriving port and quickly growing manufacturing sector.

1 https://www.space.com/27234-spacex-texas-spaceport-groundbreaking.html

Figure 1: Study Area





Pictured: Brownsville Park

Source: Halff Associates



Pictured: Linear Park



Pictured: Downtown Brownsville



Pictured: La Plaza Bus Terminal

Demographic Analysis

Of the current 250,000 residents or so within the defined study area:

- 30% have an income below the poverty level within the last 12 months;
- 72% of residents have a commute to work time under 25 minutes; and
- 71% of residents who take public transit to work have a commute time of 30 minutes or less.

This information is useful to develop recommendations for a mobility plan and ensure that projects and improvements are made to provide job access to low-income and impoverished citizens while improving the commute times of all transportation users. Further, a well-defined, strong mobility plan can support a growing economy and ensure barriers to growth are lifted. Table 1 presents the forecasted growth rates for employment and population within the study area.

Table 1: Compound Area Growth Rates, 2022-2023

Compound Annual Growth Rates (%)	2022-2023
Basic Employment	2.23%
Retail Employment	3.26%
Service Employment	3.55%
Total Population	2.08%
Total Employment	2.89%

Source: RGVMPO Travel Demand Model, 2019

Population and Employment Density

Figure 2 demonstrates the density of population throughout the study area in 2019 compared to the density of jobs by imposing the two within the study area. The data shows that both population and employment opportunities are concentrated within the urban core of the Brownsville area.

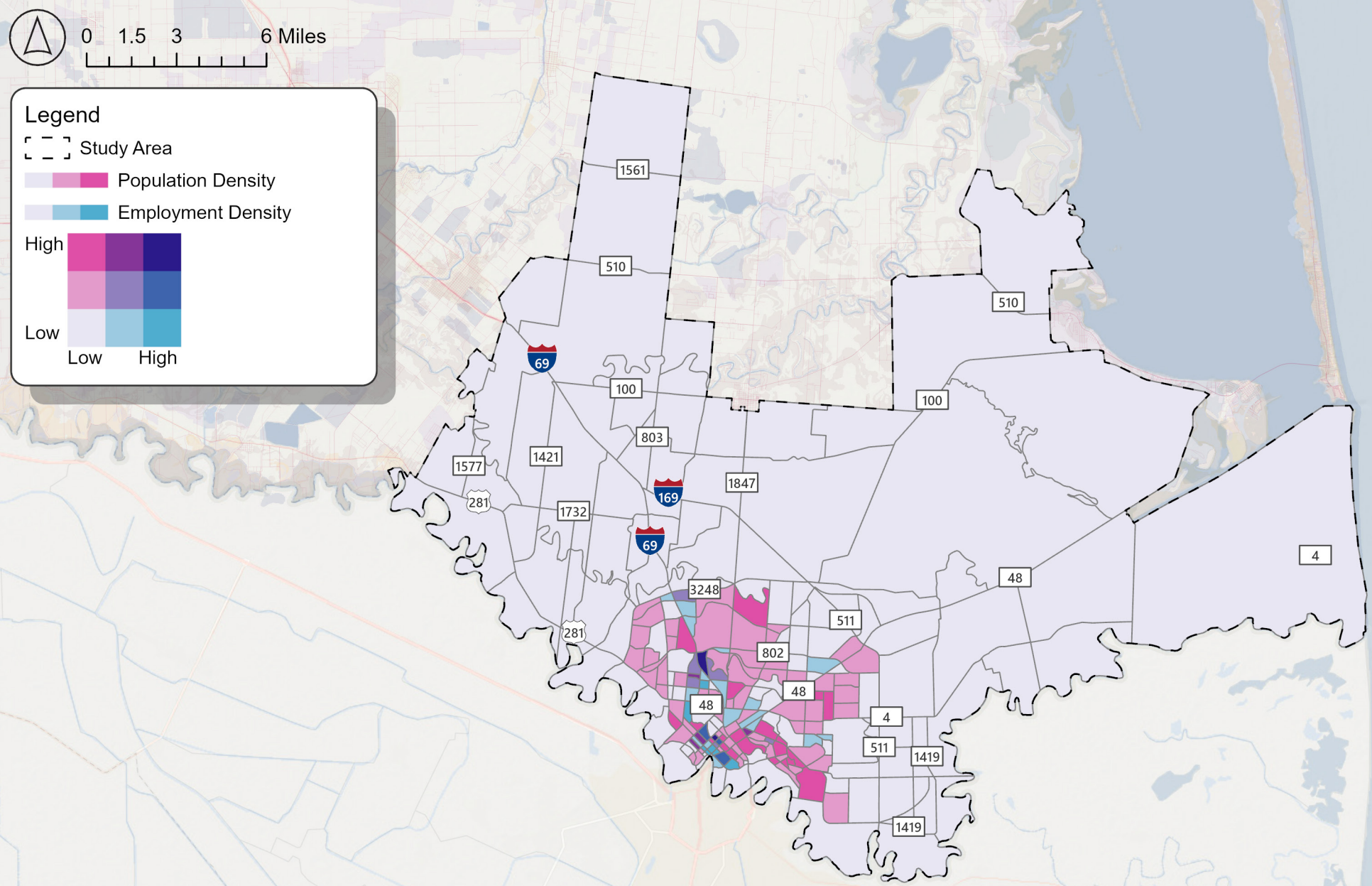
This demographic information is represented within Transportation Analysis Zones (TAZs) which are composite areas based on Census Block Groups. These TAZs are used in a number of ways within planning, mostly in the development of a Travel Demand Model (TDM). This TDM data has been provided to the City of Brownsville by the RGVMPO. As a decision support tool, one important function of a TDM is to provide statistical analysis of not only forecasted population and employment, but also the regional trips this growth generates.

The following map, Figure 3, shows the projected population and job densities for the study area by 2040. According to the projections, both densities appear to become more concentrated over this 20-year period. By understanding the projected densities of employment opportunities and population, improved mobility measures targeting those areas can be developed and transportation improvements can be made to help ensure citizens are able to access opportunities.

250k study area residents | **30%** below poverty level | **72%** commute < 25 minutes | **71%** commute < 30 minutes via transit

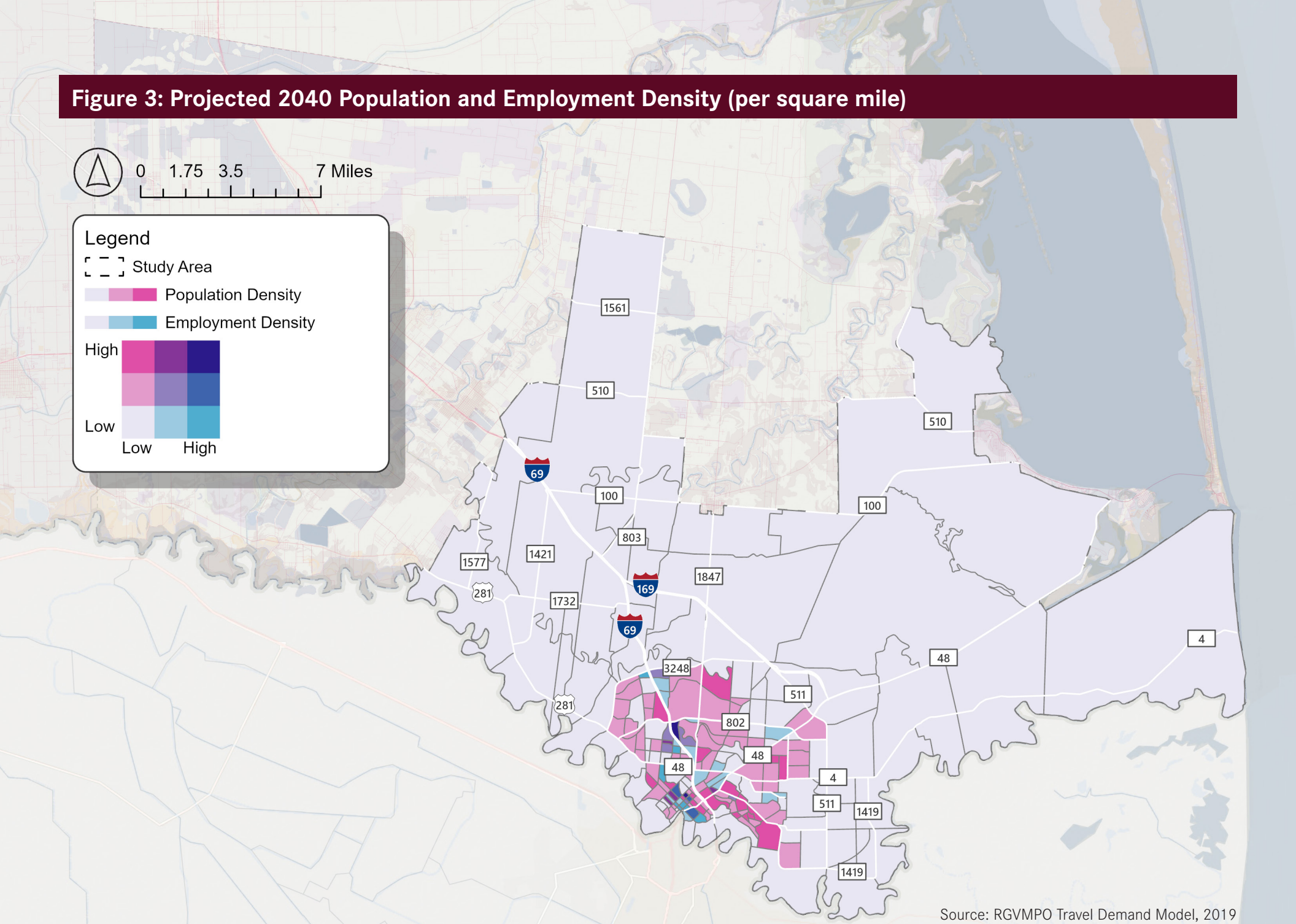
Source: US American Community Survey, 5-year estimates, 2019

Figure 2: 2019 Population and Employment Density (per square mile)



Source: RGVMPO Travel Demand Model, 2019

Figure 3: Projected 2040 Population and Employment Density (per square mile)



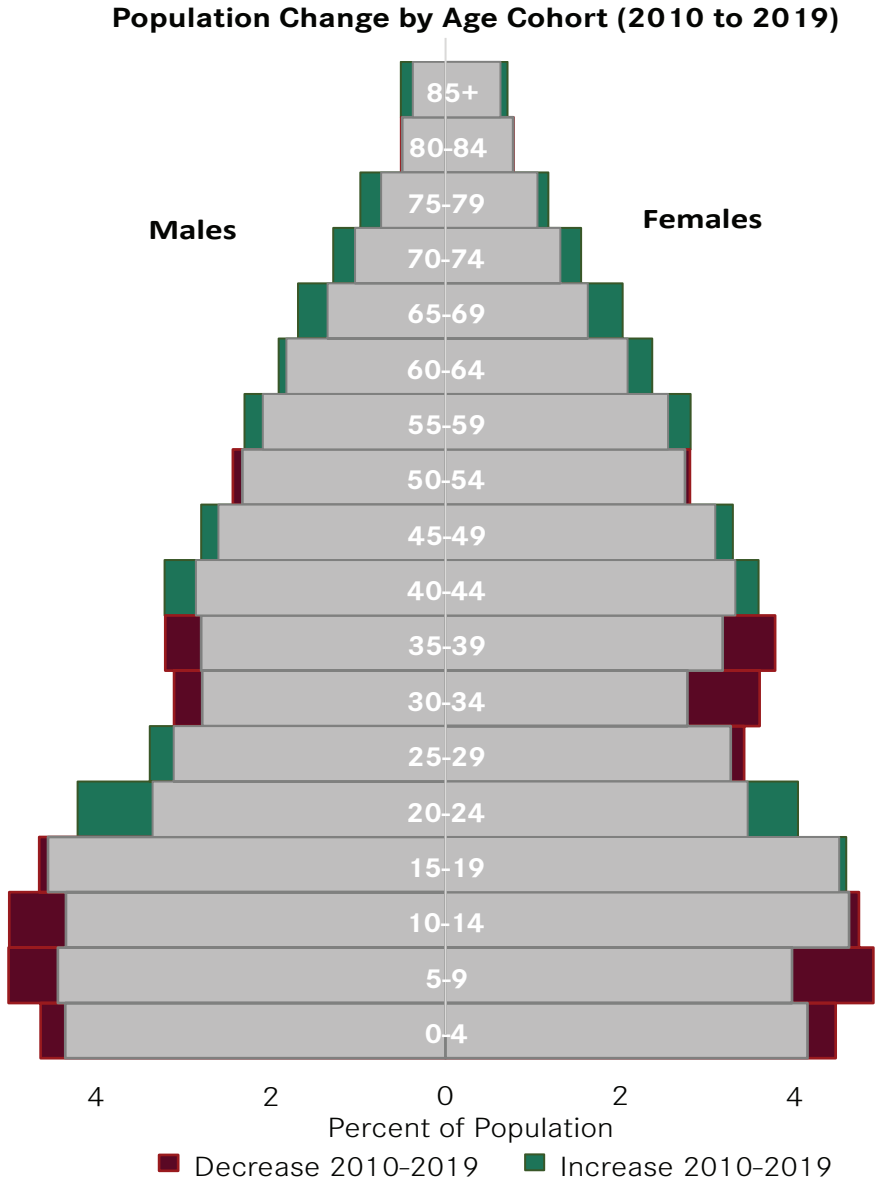
Source: RGVMPO Travel Demand Model, 2019

Social Vulnerability

Another key characteristic of the population to analyze in development of a strong mobility plan is the general demographics related to age and their growth rates. The population pyramid shown in Figure 4 demonstrates the various population age groups by gender for the Brownsville area. Further, the pyramid depicts the growth and decline of those groups over a 9-year period (2010-2019). Similar to communities across the country, the study area has experienced a strong growth rate in the 55 and older categories, demonstrating an aging population. Further, the data reveals declining growth in the region's youth population. With an aging population, mobility measures will be needed to address safety for vulnerable, elderly citizens both with and without access to vehicles. Additionally, the large younger population may drive growth in emerging mobility trends.

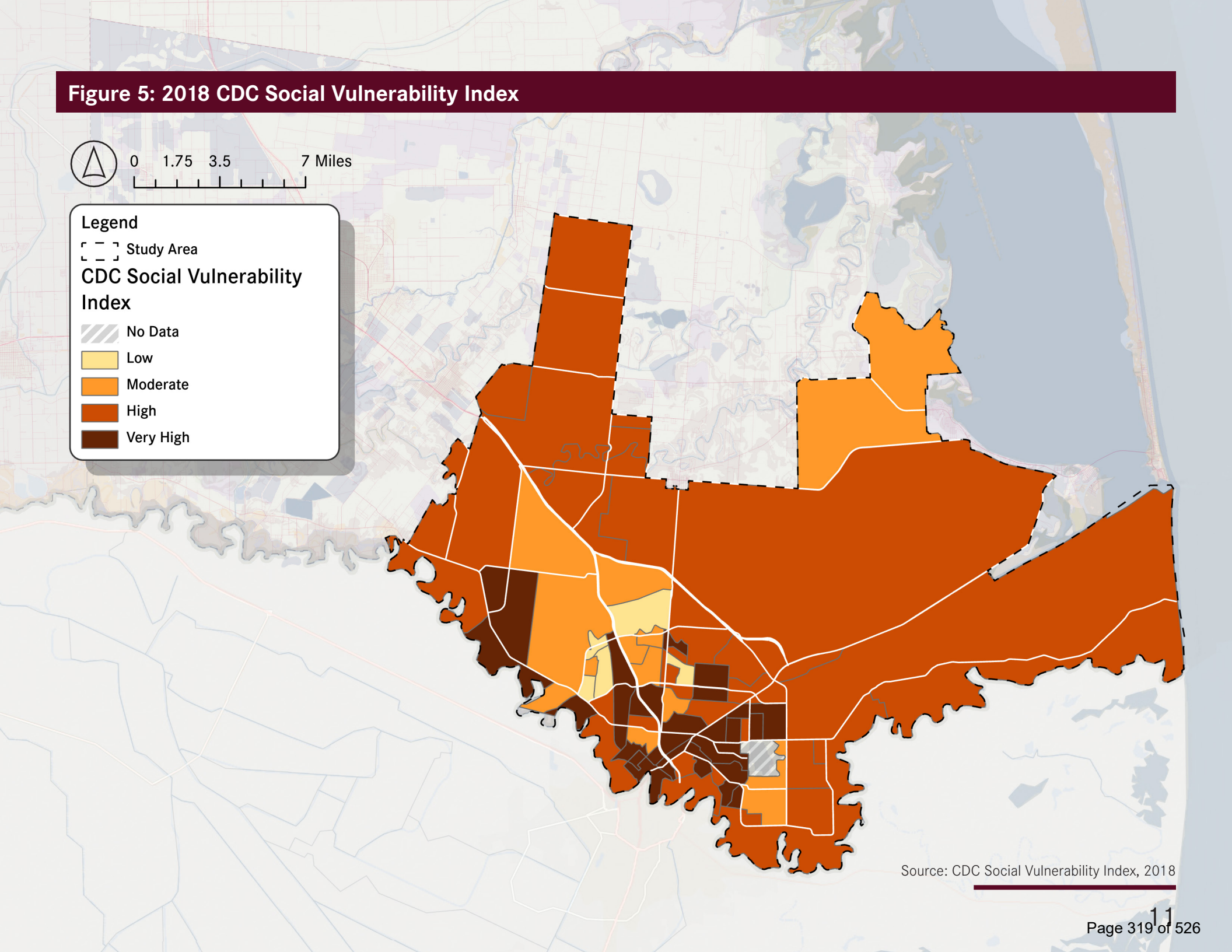
Yet another characteristic of vulnerability within the population and, thus, the transportation system is the population's income profile. 59% of the population had a household income below $50,000 in 2019, well below the national median of $68,703 in the same year. Improved mobility and access to regional jobs, amenities, and resources can have improved outcomes on this group of citizens. Another measure of vulnerability that can be useful in the development of a mobility plan is the Center for Disease Control's (CDC) Social Vulnerability Index. The index uses a variety of characteristics such as socioeconomic status, household size, transportation options, and race to develop an index of vulnerability across a geographic area. Figure 5 shows the most vulnerable citizens are concentrated within the core with others scattered in various tracts around the study area.

Figure 4: Population Pyramid



Source: US American Community Survey, 5-year estimates, 2019

Figure 5: 2018 CDC Social Vulnerability Index



Source: CDC Social Vulnerability Index, 2018

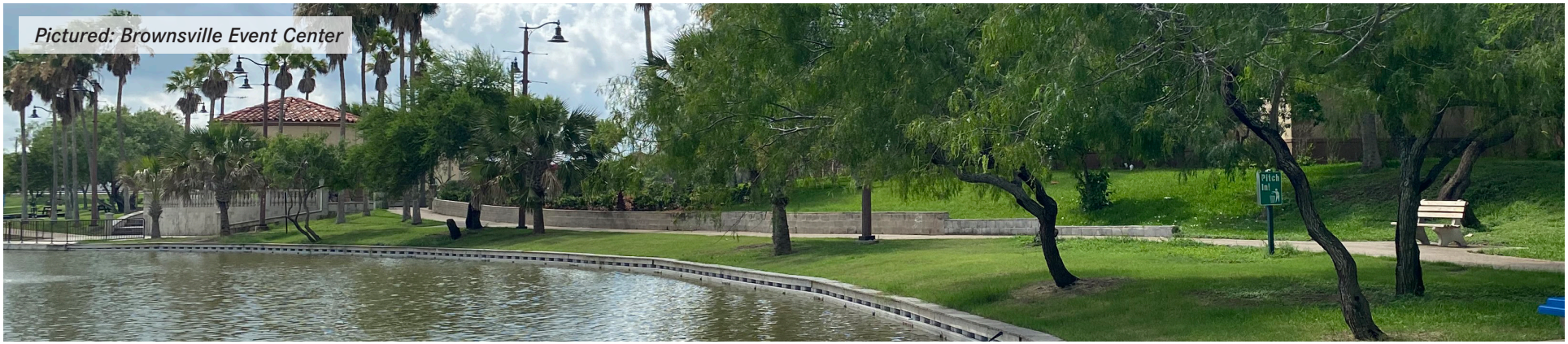
Past Planning Initiatives

The project team conducted a thorough review of other planning documents and reports, drawing from aspiration goals and development of a community vision for Brownsville in other plans to ensure cohesion with the BTX Mobility Plan. The final transportation policy recommendations helped guide the development of the mobility plan, as well as provided insight into previous visions and goals of the city. In all, the following plans and reports were reviewed:

- Brownsville Comprehensive Plan – 2009
- Brownsville Unified Development Code – 2020
- Connecting Brownsville: The 2021 Sidewalks and Trails Master Plan
- Revitalizing Downtown Brownsville – 2013
- Brownsville / South Padre Island International Airport Master Plan – 2019
- Brownsville Parks and Open Space Master Plan, 2015
- City of Brownsville Citizen Participation Plan – 2020
- Cultivating a Stronger Brownsville: Fiscal Baseline & Policy Recommendations – 2019
- Brownsville Community Development Corporation Strategic Plan – 2021
- Greater Brownsville Incentives Corporation Strategic Plan – 2019
- City of Brownsville Market Assessment – 2019
- Rio Grande Valley Metropolitan Transportation Plan – 2020
- Rio Grande Valley Active Transportation Plan – 2016
- Lower Rio Grande Coordinated Transit Plan Update – 2017
- Cameron County Regional Mobility Authority Strategic Plan – 2017
- Rio Grande Valley Freight and Trade Transportation Plan – 2020
- Texas Freight Mobility Plan – 2018
- Texas Mexico Border Transportation Master Plan – 2021
- TxDOT Unified Transportation Program –- 2021

Vision and Goals

The development of the BTX Mobility Plan started by identifying a vision statement and goals that fit the community needs. They were developed by analyzing existing priorities, national best practices, and public feedback. These elements will steer mobility planning efforts in Brownsville over the next 20 years.



Pictured: Brownsville Event Center

Vision and Goals

A transportation system that embraces innovation, supports sustainable growth, promotes community health and safety, and that provides equal mobility to its residents, businesses, and visitors alike.



Infrastructure

Direct investments to *safe,* reliable, and accessible mobility system improvements that promote *public health and the quality of life while aspiring to create a 15-minute city.*



Sustainable Growth

Anticipate the future needs of Brownsville's transportation network by prioritizing *smart growth* in consideration of environmental, social, and fiscal impacts.



Inclusion

Utilize a *quality-of-life* first approach to improving mobility for all residents of Brownsville, specifically transit needs groups, through new physical *connections* and educational opportunities.



Empowerment

Identify and engage with disadvantaged and underrepresented groups as critical partners in planning for mobility and *connectivity* improvements.



Community Health

Foster a *healthy community* by promoting sustainable and affordable transportation alternatives and strengthening connections between civic leaders, municipal officials, and the community at-large.

Moving Mobility Forward

The BTX Mobility Plan provides a strategic and integrated approach for dealing effectively with the complexities of the city's transport needs now and into the future. In order to create a multi-modal transportation network that improves connectivity to key industries and supports existing and planned land uses of the city and its Extraterritorial Jurisdiction (ETJ), the plan builds on the following key findings from the introductory analysis:

- The City's existing plan documents emphasize connectivity, safety, innovation, sustainability, and an awareness of future developments. These themes are seen from both the City and the community as a whole.
- People and employment are both concentrated at the center of Brownsville with additional growth to the northwest and southeast.
- The most socially vulnerable populations in Brownsville are at the core of the city, but a cluster of vulnerable populations is located further North in the more rural areas.
- The existing transportation infrastructure, especially active transit infrastructure, is concentrated at the core of the city with sparse development in the rural community.
- Demographic analysis shows a high need and propensity for non-single occupancy mobility options such as transit and rideshare programs.
- The region's projected population and employment growth show an increase in demand for regional transportation infrastructure and/or mobility solutions.
- The city's geographic location is a strategic asset for freight movement and economic growth.

After understanding the demographic and economic conditions in Brownsville, it is important that the BTX Mobility Plan considers and addresses the needs of Brownsville residents. The next chapter outlines the public engagement efforts that took place in the development of the plan.



Pictured: Brownsville Events Center



Public Engagement

2

Introduction

Goals and Objectives

Ultimately, the goal of public engagement for the BTX Mobility Plan was comprehensive and inclusive public participation and stakeholder engagement to foster a respectful and informative community dialogue on mobility within the city. Community input helped to define existing mobility issues in Brownsville, establish goals that will define success in addressing those issues, develop initial solutions, and inform a final set of recommendations.

Community feedback is essential to developing a plan that accurately identifies and addresses the public's needs. Further, a primary objective of this process was to involve the public early by providing continuous, transparent, and effective access to information about the study and the final decision-making process. By involving the public throughout the life of the study, the city employed a transparent decision-making process that encourages community driven final outcomes.

Objectives

To accomplish the goal of public engagement for the BTX Mobility Plan, the following objectives were established:

- Start early and stay consistent. The project team established early and continuous public participation opportunities that provide timely information to all interested parties.
- Include bilingual content and messages. The project team ensured all content and messaging included both English and Spanish versions. The website included a function to translate the page entirely into any language.
- Make it easy to find information. The project team provided access to information about the project through several media to enhance the public's knowledge and ability to participate in the development of the plan.
- Give notice of participation opportunities well in advance. The project team provided adequate notice for stakeholder meetings, public meetings, surveys, or other opportunities, plus time for public review and comment at key decision points.
- Ensure access for all levels of mobility. The project team held public participation opportunities at convenient and accessible locations and times in compliance with the Americans with Disabilities Act (ADA) of 1990.
- Create engaging digital content. The project team made information accessible using visualization techniques and appropriate electronically accessible formats and means, via Social Pinpoint website and social media platforms.
- Include everyone. The project team included measures for seeking input from and considering the needs of communities that are historically underserved by existing transportation systems.
- Collaborate with the community. The project team worked with residents of Brownsville on identification of issues, prioritization of issues, and potential solutions.
- Be good listeners. The project team served to listen, acknowledge, and respond promptly to public questions and issues. Contact information was placed on all promotional materials to ensure constituents have a place to respond or ask questions.

Public engagement formed a critical component of the planning process.

Who is "The Public?"

This plan engaged a variety of groups, ensuring that many different types of constituents are included in the plan and as many people as possible can participate. The different groups are described below:



The General Public

The team engaged with residents throughout the Brownsville area to understand their goals and priorities for the future of transportation in the area. The project team gathered feedback to better understand mobility issues in the area and implement changes to offer improved mobility. The public engagement plan was inclusive and ensured that input was captured from a variety of different groups by making the process accessible to everyone. This was done by working with community leaders who represented a variety of constituents and served as a voice for their concerns and desires.



Steering Committee

A Steering Committee composed of critical stakeholders helped design the internal planning process and its implementation. Members included City of Brownsville staff leadership, policymakers and other decisionmakers from the community. The committee provided guidance on any needed changes in the design or process, such as the best ways to present results to the community and conduct public engagement overall.



Key Stakeholders

Stakeholders were identified in collaboration with the project Steering Committee. The project team developed a list of stakeholders and their key issues, concerns, and interests, as well as identified any underserved stakeholder groups that may be hard to reach. The project team kept an open dialogue with key stakeholders to ensure that they were part of the process and could serve as community ambassadors throughout the development of the BTX Mobility Plan.



Pictured: La Plaza Bus Terminal

Public Engagement Strategies

Through a variety of methods and formats, the project team collaborated with constituents to gather their input on community interests, concerns, challenges, solutions, and priorities regarding the efficient movement of people and goods in the City of Brownsville. Tactics and outreach tools for implementing this strategy are described further in this section.

Stakeholder Workshops / Interviews

The project team conducted multiple stakeholder workshops to encourage participation and maximize input from various groups. Stakeholders included representatives from government, nonprofits, businesses, and other transportation sectors. Each workshop consisted of a single meeting with up to 20 stakeholders, or a series of smaller meetings with different stakeholder groups.

The project team recorded stakeholder needs and concerns during meetings and used the information during development of the plan. Stakeholders were invited to participate in the public meetings and share the project information with their communities. Stakeholders also acted as community champions for the public involvement process by inviting others to public meetings, distributing promotional materials, or talking about the project with their friends and family.

Public Meetings

Three public meetings provided opportunities for citizens to learn about and give input on their needs and concerns for the proposed BTX Mobility Plan as well as their feedback on various alternatives and design considerations. Each meeting was held as an open house where the public could come and go at their convenience to obtain information and ask questions.

- **Public Meeting 1** – Presented an overview of the study, presented results of the existing system analysis, and solicited public input on what is important to the community, challenges and issues, and general concerns.
- **Public Meeting 2** – Presented the draft recommendations, Thoroughfare Plan, transit alternatives, capital improvement projects and capital recovery fee considerations.
- **Public Meeting 3 (Public Hearing)** – Presented the draft BTX Mobility Plan to City Commission to solicit public input, including potential modifications, and final adoption.

Virtual/Online Public Involvement

In today's environment, digital engagement is more important than ever. Utilizing a project webpage as well as publicizing visualized data through social media can be a very effective way to engage with the community. The following items supplemented the previously mentioned public involvement strategies.

BTX Mobility Plan Webpage – A project webpage was published and hosted on Social Pinpoint, an online platform for planning projects. Material on the webpage provided public access to project details, links to meetings, surveys, and contact information.

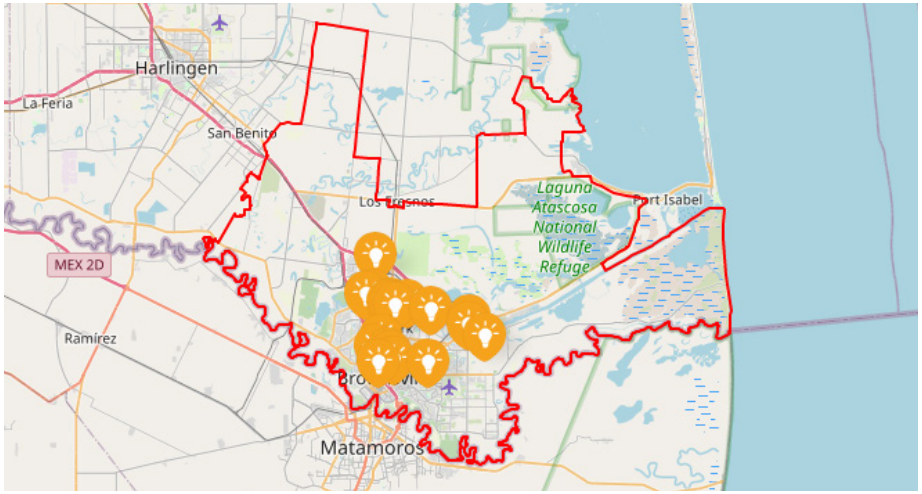
Figure 6: Project Website



Survey Tools - Online surveys were employed as interactive tools to engage the public and stakeholders. These tools were used during meetings, tabling events, and at project milestones to solicit feedback, available in all languages through the web translation tool.

Comment Map - The website featured an interactive map of the Brownsville study area and surrounding municipalities where the public was encouraged to place a pin with "ideas and suggestions," "something I like," and "make a comment." The map received comments ranging from safety issues to requests for bicycle and pedestrian connections.

Figure 7: Online Comment Map



Social Media Outreach - The project team employed the City's social media accounts to present project information and to announce public meetings. The graphics that were distributed digitally included icons or illustrations that depicted data in a way that told a story, making more intricate details of the plan and outcomes from analyses easier to understand.

Public Engagement Tools

While a significant amount of communication between the project team and community members occurred digitally, traditional methods of communication can supplement the virtual outreach methods and provide access to those who would not be informed of the plan otherwise. Physical promotional materials were distributed at community events and public locations like La Plaza Terminal. The project team worked with the Steering Committee to determine the most frequently visited community spaces. Moreover, the following materials/methods were used to promote the BTX Mobility Plan and solicit community feedback:

Fact Sheet/Meeting Handout – Fact sheets were used to inform the public about the project, the status of the project development process, and other pertinent information such as comment opportunities. These English and Spanish fact sheets/handouts were distributed at public meetings and tabling events.

Printable Surveys – To ensure residents without digital access were included in the formation of the plan, printable surveys were available for any digital surveys used in the public engagement process.

Poster Boards – Poster boards were printed for in person engagement opportunities, displaying important project information, updates, and interactive activities. The posters were produced in English and Spanish.

What We Heard

Display Posters

Printed in both English and Spanish, the team used interactive poster displays to determine the preliminary goals of the project. Attendees were encouraged to place a sticker or mark-up three boxes adjacent to each goal to indicate personal importance. At the bottom of the poster, a space was left for participants to write in aspects not considered in the preliminary goals. Based on the feedback received during the public meeting, the following were identified as the top three priorities for the mobility plan:

1. *Infrastructure*
2. *Sustainable Growth*
3. *Inclusion*

The comments left on the poster suggested park and ride stations would be a great mobility improvement, as well as trolleys running short routes in the downtown area, and a sidewalk element in the final recommendations. The comments also included the need to communicate during the planning process and for a desire for more development in the northern part of the city.

Another engagement activity provided a list of key words from goals and strategies from previous planning documents in Brownsville, as well as the Lower Rio Grande Valley and Cameron County. Participants were similarly asked to place stickers adjacent to words which resonated most with them in terms of the future of mobility in Brownsville.

The participants identified the following as the highest priority:

1. *Safety*
2. *Quality of Life*
3. *Connectivity*
4. *Smart Growth*
5. *Community Health*

Education, maintenance, multimodal, sustainable funding, and *security* all received four stickers. *Preservation, innovation, equitable, sustainability, collaboration, accessibility, community,* and *future development* had three stickers. *Mobility, environmental, transparency, growth, reliability, relationships,* and *infrastructure* gathered two stickers each. One sticker was placed next to *binational, future, prosperity, coordination, encouragement, entrepreneurship, enhance, engage,* and *social.* In a comment box below the key words, participants could write-in words/phrases missing from the list. *Karma, financial continuity, sustain growth,* and *land lock* were all written.

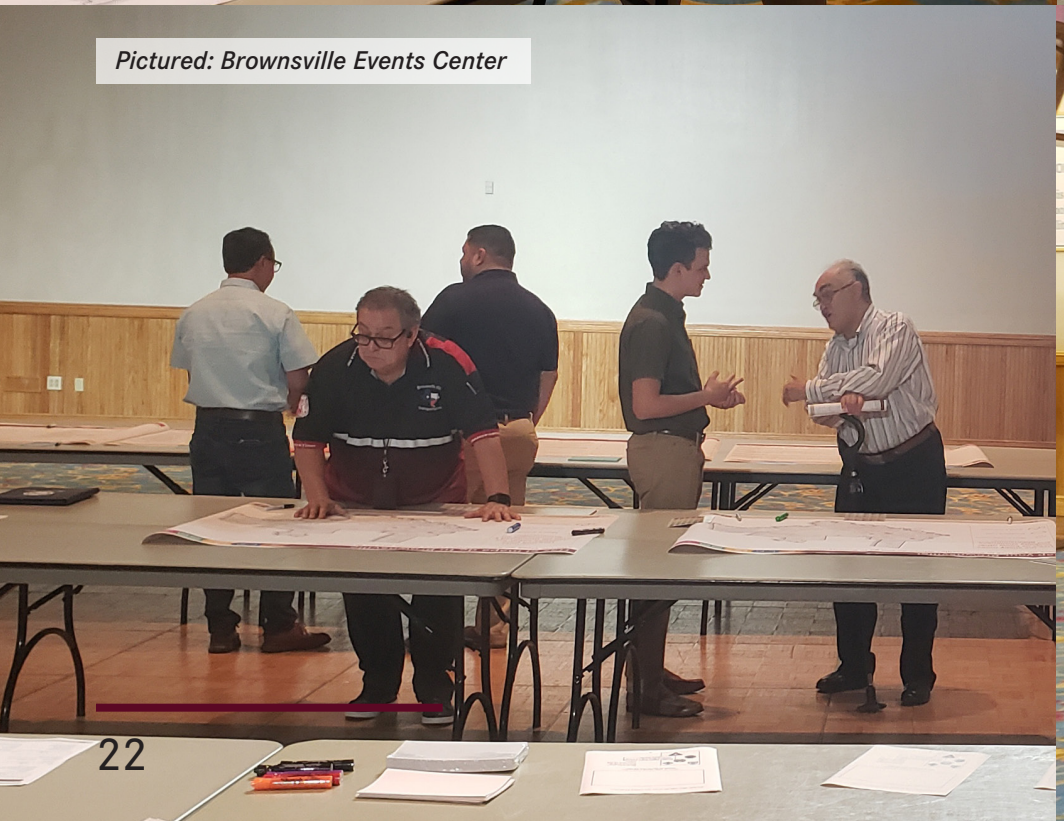
In a mapping activity, participants placed stickers based on prompts similar to the digital interactive map on the project website. The participants used the opportunity to leave comments on specific sections of the city map to highlight the need for new infrastructure. The most common suggestion was the incorporation of sidewalks, as well as hike/bike trails, into existing transportation infrastructure. Additionally, the need for street intervention was common including as the 1711 & 511 intersection as a dangerous four-way stop and Levee and 8th requiring a stop light.



Pictured: Brownsville Events Center



Pictured: La Plaza Bus Terminal



Pictured: Brownsville Events Center



Pictured: Brownsville Events Center

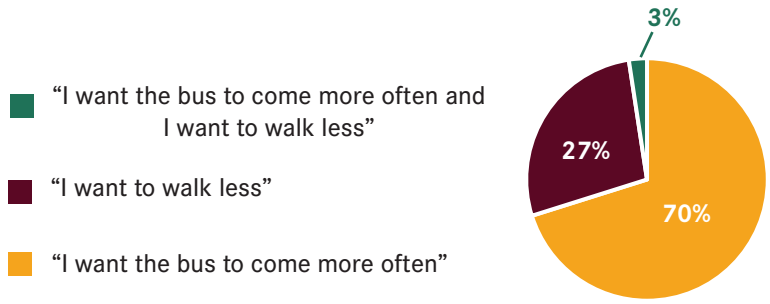
Surveys

Through the use of surveys, the project team collected information regarding public transportation needs and desires. Responses are summarized below.

Intersections in Need of Improvement

- Boca Chica & Expressway
- Four Corners
- FM 802

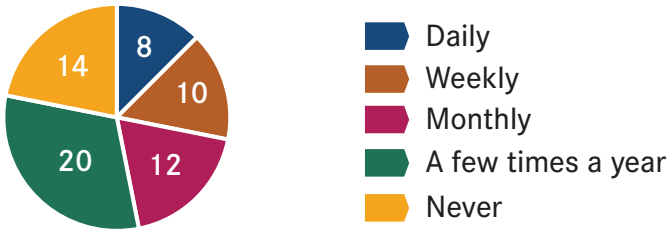
Would you rather have the bus come more often or walk less?



Places Public Transit Should Go

- Mall/ Shopping Centers
- Downtown
- Beaches

Frequency of Trail Use



Places for Sidewalk and Trail Investment

- South Brownsville
- Invest in Sidewalks
- Downtown Brownsville

Stakeholder Meetings

The project team conducted a series of workshops. Stakeholders were identified for their knowledge of social, transportation, and economic conditions in Brownsville. Stakeholders included representatives from city and county government, public schools, emergency services, nonprofits, businesses, and transportation sectors.

The meetings featured common themes noted by the project team. The following items were mentioned by multiple stakeholders:

1. **Inclusivity** – Mobility projects should accommodate users with limited vision, hearing, and mobility.
2. **State roads** – Many roads of concern are maintained by TxDOT, and improvements may be difficult to implement.
3. **Major transportation hub** – The Port of Brownsville and Brownsville South Padre Island International Airport (BRO) are major drivers of growth and are important to consider in the mobility plan. BRO's potential certification as a spaceport strengthens this consideration.
4. **Downtown** – Revitalizing downtown Brownsville is important for driving the local economy and growth efforts.
5. **Traffic light synchronization** – Synchronizing traffic lights in a high priority for residents. Mistimed lights increase congestion and travel time.
6. **Bus stop amenities** – Transit amenities at bus stops, like benches and shade structures, are important for improving rider experience.
7. **Trail system** – An integrated sidewalk and trail system is an appealing and practical amenity for residents and developers.



Pictured: Brownsville Events Center



Transportation Network Assessment

3

Introduction

A critical step in developing recommendations for the BTX Mobility Plan involved assessing the state of both the current and historical regional transportation system. This step involves a number of analyses looking at mobility trends of the region as well as the characteristics and conditions present on the multimodal transportation network. Each step in these analyses relied on the most recent data available for each subject matter and was provided to city staff as a detailed technical memo, which was then used in conjunction with steering committee and stakeholder input to drive development of final BTX Mobility Plan recommendations. The following chapter provides a high level summary of an in depth, data-driven quantitative evaluation of the needs of the City of Brownsville.

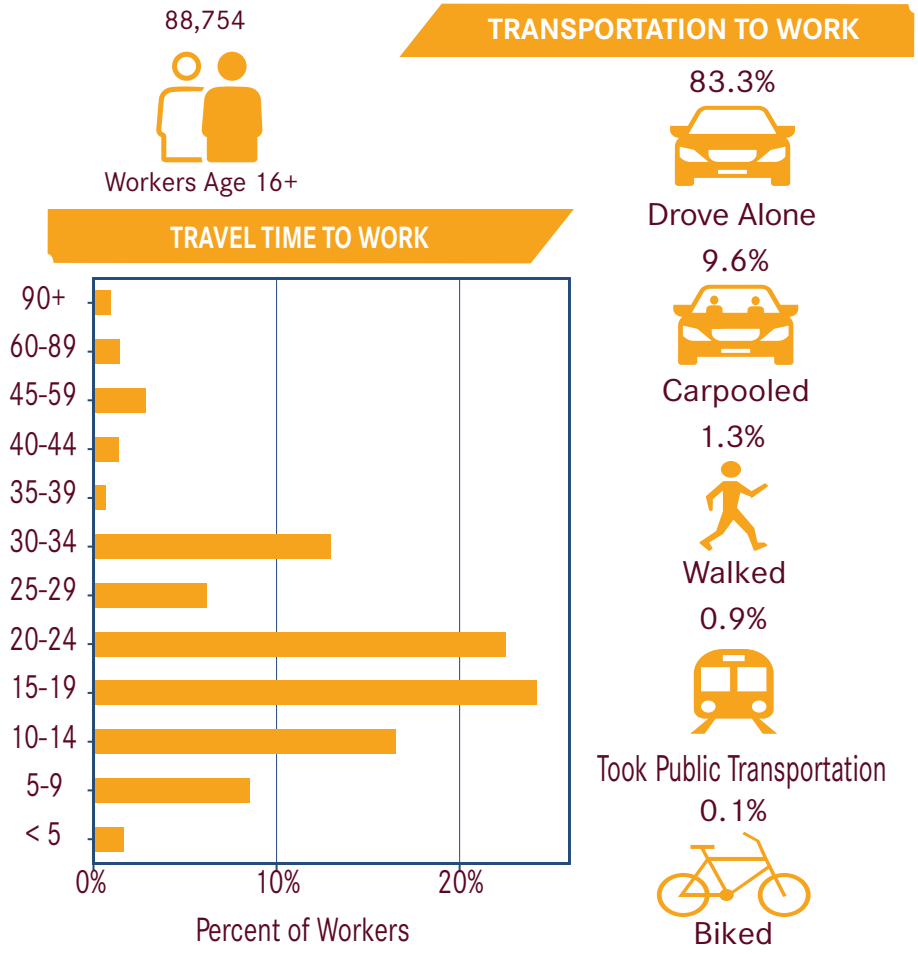
Mode Choice and Quality of Life

Merriam Webster defines mobility as the quality or state of being mobile or movable. The ability to choose the method of movement and the ability to move freely or be easily moved are important factors to understand in assessing the quality of life in a region. According to the American Community Survey (ACS), most workers in the study area drive alone to work, with smaller percentages carpooling, walking, or taking the bus. According to the same data set, most workers in the study area have a travel time to work anywhere between 15 to 24 minutes. This commuter profile is represented in Figure 8.

The infrastructure and agencies that represent the transportation system(s) that support these mode choices are managed by different agencies and governments.

Planning for mobility improvements requires inter-agency coordination and an assessment of what supports these different modes of transportation. The following sections explore the safety, reliability, and quality of the transportation modes available to the people of Brownsville.

Figure 8: Commuter Profile



Source: ESRI Community Analyst using American Community Survey, 5-year estimates, 2020

Roadway Analysis

Roadway infrastructure forms the primary backbone of the transportation system. As such, analyzing roadway deficiencies can help provide policy makers and the public with a better understanding of how the roadway network can be impacted by changes in the region over time. The roadway analysis in this section covers three main topics; crash analysis, level of service analysis, and travel time reliability analysis. The comparison of these factors helps illuminate system deficiencies and can inform a data-driven project selection process.

The investments made in these types of infrastructure help drive and support most all modes of surface transportation. The development and preservation of a safe and reliable multimodal transportation system is integral to the resilience and economic vitality of a region.

Crash Analysis

A comprehensive crash data analysis is crucial to the development of a mobility plan by providing planners, policy makers, and the public with a better understanding of where critical safety issues occur in the local transportation system. Further, a crash analysis also identifies the specific factors contributing to both crashes and associated crash rates to assist with development of countermeasures or safety interventions. This data can be used to develop capital improvement programs, safety outreach strategies, and traffic management solutions that help build a safer, more accessible network for all transportation users.

The technical crash analysis presented in the following section reviews historical crash data within the City of Brownsville and surrounding study area, including the SpaceX South Texas launch site, over a five-year period (2017-2021).



Pictured: Intersection of Boca Chica Blvd and International Blvd

The review of crash data encompasses an assessment of key transportation safety issues for both motorized and non-motorized users. Crash counts and crash rates are examined by individual year and by average to determine both corridors and intersections with a disproportionate amount of crashes and injuries, in addition to major factors contributing to crashes such as speeding or failing to yield. Finally, the analysis presents information on the mode split between types of transportation users to identify the most vulnerable users in the transportation system.

In addition to identification of issues to be addressed, the results of this analysis can be used to inform the development of a need and purpose for safety strategies and design elements in future transportation projects, as well as to inform the assessment and scoring of proposed projects for consideration. Reviewing operational safety patterns in comparison to other existing conditions analyses such as traffic and transportation demand also provides the City of Brownsville with a benchmark to assess and measure progress on mobility-specific goals.

The data used in this analysis was obtained from the Crash Records Information System (CRIS) and covers the most recent five-year period (2017-2021) of available data. CRIS is maintained by the Texas Department of Transportation (TxDOT) and is a database that contains a collection of records regarding motor vehicle traffic crashes as submitted by law enforcement officers through a standardized crash report. These reports are processed to exclude personal information but include other crash details relevant to analysis, such as:

- Crash severity;
- Contributing factors; and
- Location.

The summaries and figures in this analysis provide illustrations to better understand crash trends in the study area, including:

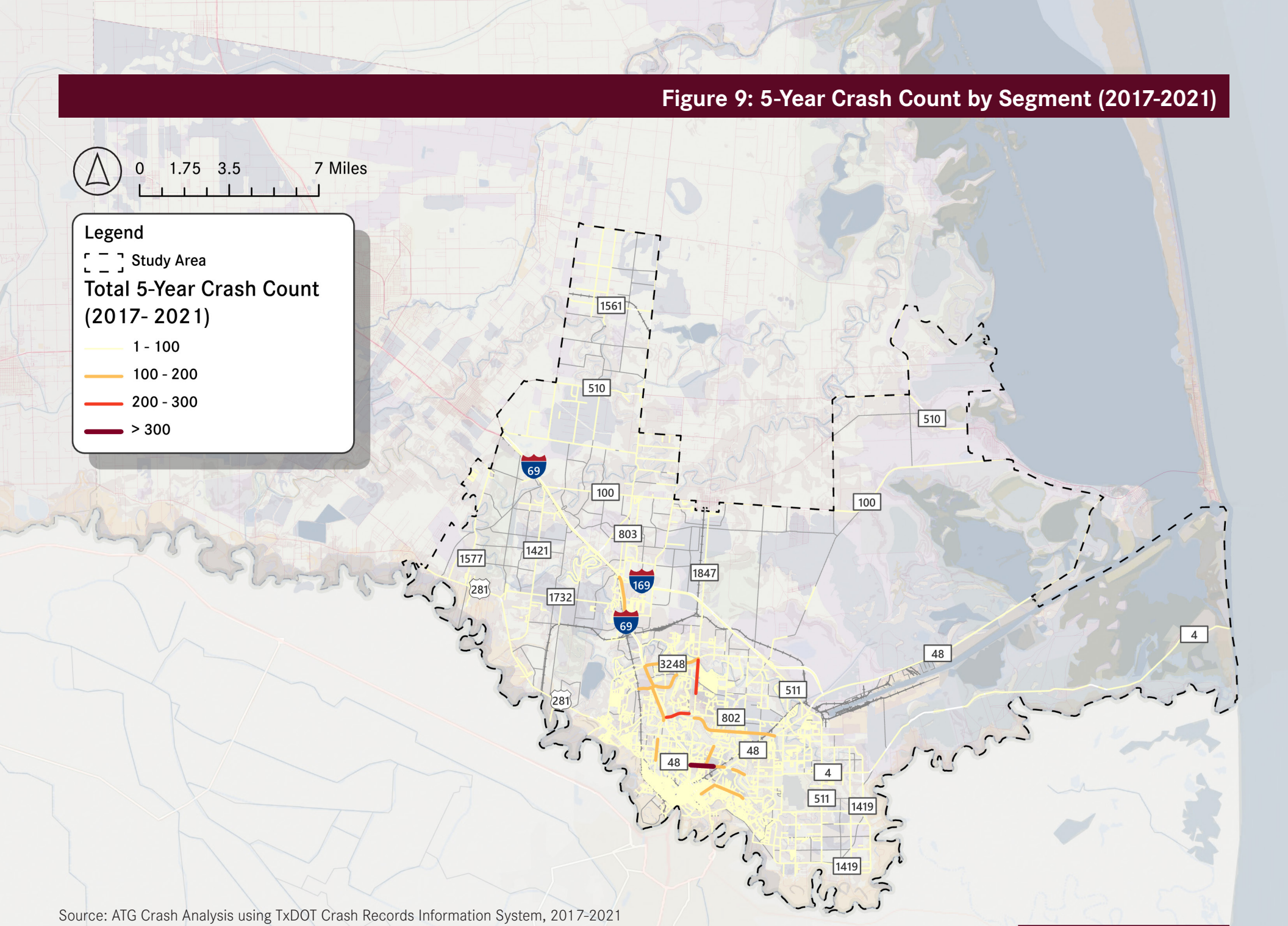
- Total crashes;
- Crashes by severity;
- Crash rates; and
- Crashes involving pedestrians or bicyclists (active transportation crashes).

Data obtained from CRIS was queried for all of the study area at the crash, unit, and person level in order to support the review of various integral statistics used in roadway safety analysis. Microsoft Excel and Geographic Information System (GIS) programs were used to geocode the data, refine available data to the study area, and generate figures to illustrate the crash analysis.

Within the study area, there were a total of 20,061 crashes between 2017-2021, as reported in the CRIS data. This total number of crashes can be separated further by severity of crash, including: fatal, serious injury, minor injury, possible injury, and not injured. The data also consists of a final variable used when the severity of crash is unknown. Further, analysis of this data shows that crash trends have remained generally constant for the past five years with a slight dip in 2020 most likely attributable to the COVID-19 pandemic. Figure 9 shows the same total number of crashes spatially over the span of the study area. When presenting the data spatially, three major corridor segments can be identified with the highest total number of crashes within the study area:

- Boca Chica Boulevard (between I-69 and Old Port Isabel Road);
- Parades Line Road (between Dr. Hugh Emerson Road and E. Morrison Road); and
- Ruben M. Torres Road (between I-169 and Paredes Line Road).

Figure 9: 5-Year Crash Count by Segment (2017-2021)



Source: ATG Crash Analysis using TxDOT Crash Records Information System, 2017-2021

Gross crash counts, especially where interstates are present, can yield somewhat misleading results as traffic volumes and statistical likelihood of crashes are interlinked. For example, though undesirable, 100 crashes per year on an interstate with an average daily traffic (ADT) count of around 60,000 vehicles is proportionally less alarming than it would be on a local road with 100 crashes and 19,000 ADT. Normalizing the crash counts by volume of traffic helps refine the crash analysis to a point where locations experiencing disproportionate crash rates and severe outcomes are highlighted.

Figure 10 shows the crash rates per 100 million vehicle miles traveled. Further, the figure highlights areas of disproportionate crash rates including Old Port Isabel Road on the outskirts of the city in addition to several locations within the urban core. The map also indicates high crash rates throughout the core of the city on various major and minor corridors.

Table 2 further identifies corridors with the highest number of crash counts and fatalities or serious injuries and relates the total counts as well as the number of serious injuries and number of fatalities recorded on those segments.

Table 2: High Crash Count Corridors

Roadway	Crash Count	Serious Injuries	Fatalities
SH 48	1,240	21	5
SH 4	981	19	8
US 77	978	12	2
FM 1847	829	20	1

Source: TxDOT Crash Records Information System, 2017-2021

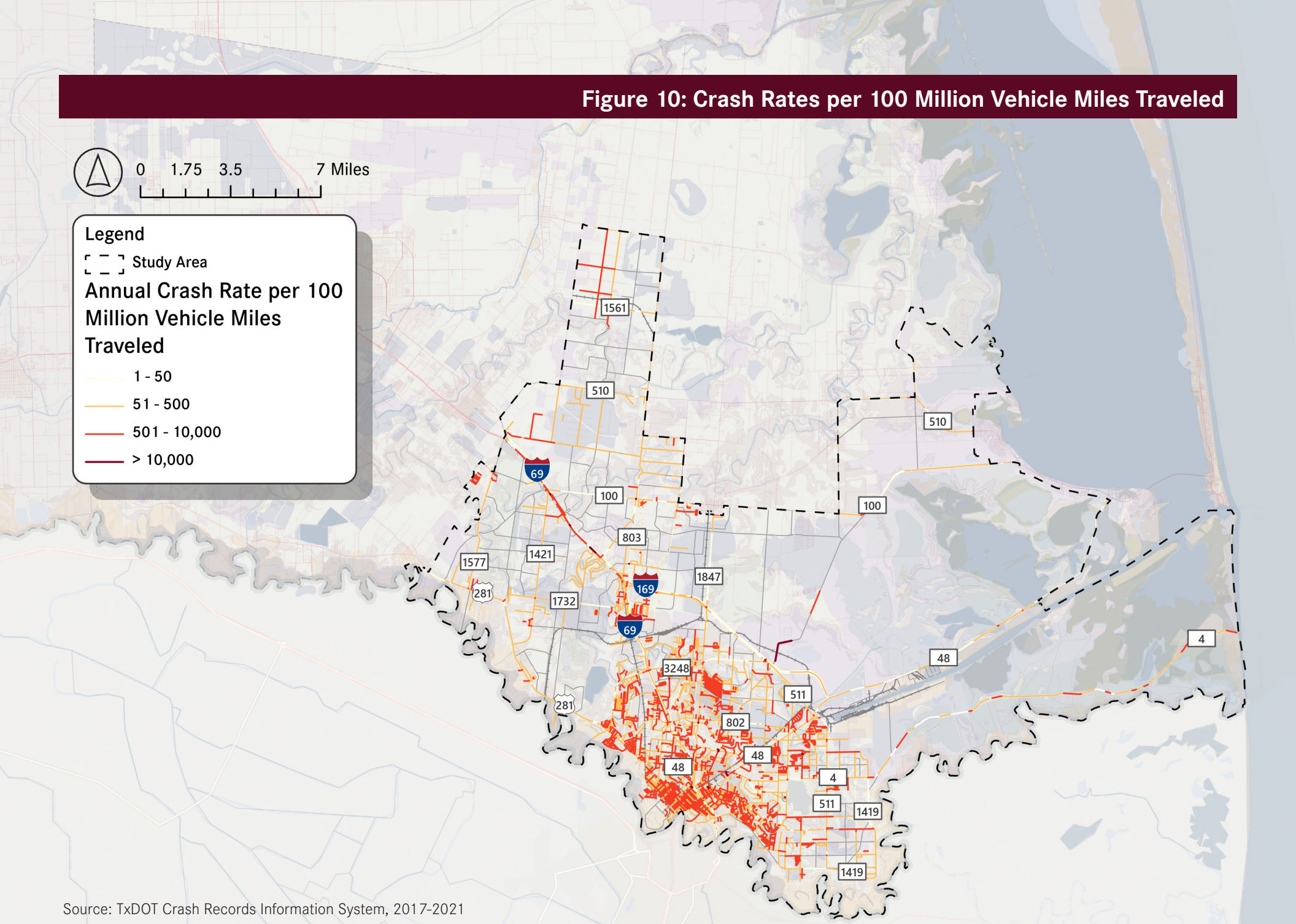
Beyond the total number of crashes in the study area and specific locations of high crash counts, it is also important to analyze the type of road and location where crashes typically occur. For example, a crash may occur at an intersection, non-intersection, or a point of driveway access on a road. Again, this type of data can further help planners and policy makers determine the types and locations of safety interventions to be included in the capital improvement plan. Table 3 distributes the total crash count by severity in the study area in relation to an intersection, non-intersection, and type of intersection. This type of data also becomes useful when considering access management strategies and in valuing the cost benefit of intersection improvements.

Table 3: Crashes Related to Intersections and Non-Intersections

Intersection Relation / Severity	Driveway Access	Intersection	Intersection Related	Non-Intersection
Unknown	32	6	96	674
Suspected Serious Injury	30	71	50	186
Suspected Minor Injury	138	343	236	677
Possible Injury	586	1,122	1,096	1,897
Fatal	1	5	8	53
Not Injured	2,106	2,422	2,632	5,594

Source: TxDOT Crash Records Information System, 2017-2021

Figure 10: Crash Rates per 100 Million Vehicle Miles Traveled



Source: TxDOT Crash Records Information System, 2017-2021

Looking further into the intersection data, the project team identified top crash intersections for the data period between 2017-2021. Again, this information helps identify those intersections most prone to accidents and, thus, meet warrant for safety countermeasures. Beyond the location of crashes and their use in developing countermeasures for intersection and roadway safety, driver behavior plays a large role in the safety profile of a community. For example, speeding or failing to yield at an intersection are major contributing factors to crashes in the study area. Further, identification of such factors can assist in the development of traffic safety countermeasures designed to mitigate specific contributing factors. A list of the top ten contributing factors to crashes during the study period is found in Table 4.

Finally, the crash data can be an analyzed further by mode of travel and severity to determine the most vulnerable users in the transportation system. This information is key to understanding the types of interventions needed to improve mobility community-wide and who is most at risk in the event of a crash.

Table 4: Top 10 Contributing Factors

Top Ten Contributing Factors by Gross Count	Crash Count
Speeding	6,193
Failed to Yield	3,878
Erratic Driving	3,451
Improper Turning	1,594
Disregard Traffic Control	1,184
Improper Start from Parked Position	1,032
No Data	645
Distracted Driving	636
Other	354
Improper Passing	254
Animal on Road	245

Source: TxDOT Crash Records Information System, 2017-2021

Table 5: Top Crash Intersections

Intersection Relation / Severity	Unknown	Suspected Serious Injury	Suspected Minor Injury	Possible Injury	Fatal	Not Injured	Total
IH 69E & FM 802		2	18	67		173	260
FM 1847 & FM 802		3	12	60		103	178
US 77 & US 281	1	1	13	39	1	101	156
Old US HWY 77 & Morrison Rd		2	7	22		122	153
FM 1847 & FM 3248	1	5	11	47		71	135
US 281 & US 77		4	15	36		79	134
FM 802 & FM 1847	1	2	10	48		64	125

Source: TxDOT Crash Records Information System, 2017-2021

As such, the data identifies active transportation users as the most vulnerable in the system; interventions improving the mobility of these users including protected bike lanes, crosswalks, and sidewalks, etc. would be helpful in addressing the issue. As stated at the beginning of this section, transportation safety data analysis provides planners, policy makers, and the public with a better understanding of where critical safety issues are occurring in the transportation system and what factors may be contributing to regional crashes and crash rates.

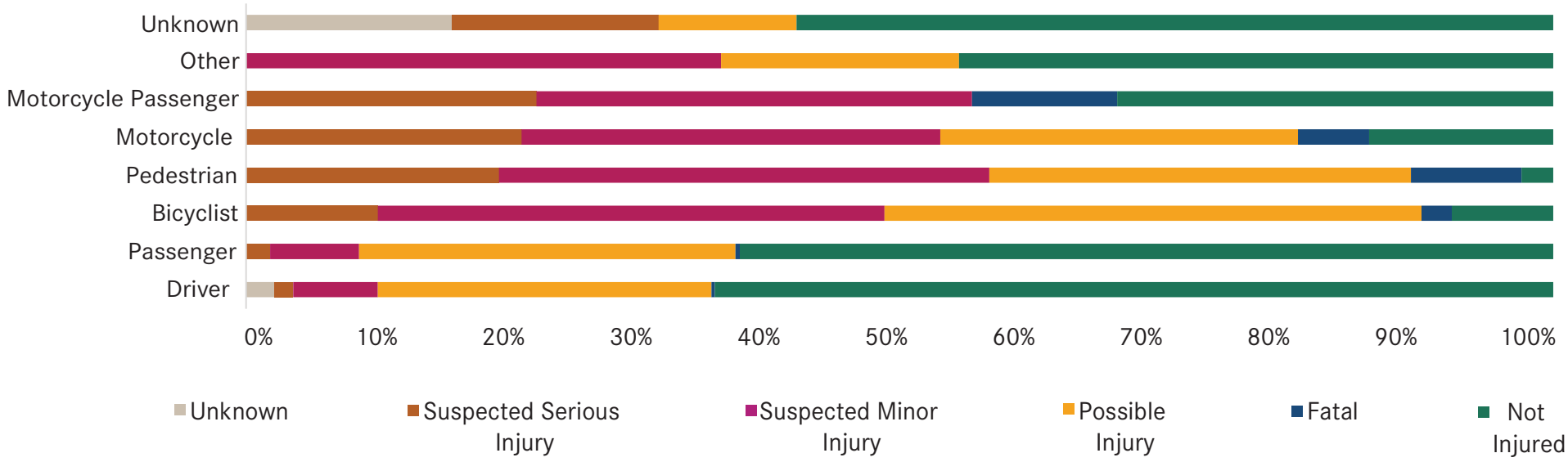
The technical crash analysis presented in the previous sections reviewed historical crash data within Brownsville and the surrounding area over a five-year period between 2017 and 2021. The review of crash data encompassed an assessment of key transportation safety issues for both motorized and non-motorized users in an effort to inform the future development of strategies to improve safety. Strategies developed using a comprehensive safety analysis and an application of corresponding proven safety countermeasures and crash modification factors (CMF) will contribute to achieving a significant reduction in traffic fatalities and serious injuries on all public roads.

The Federal Highway Administration (FHWA) has set out a variety of proven safety countermeasures, such as implementing a roundabout at an intersection with a high crash rate or installing walkways to increase safety for pedestrians on segments where pedestrian-related crashes were higher than others.

In some cases where the implementation of a proven safety countermeasure in response to a top contributing factor is not possible, a risk management approach can be used by applying CMFs. Failure to control speed might indicate that the improvement of a roadway might benefit from the incorporation of traffic calming techniques, where applicable.

In this case, several CMFs could be considered with the goal to

Figure 11: Mode Split and Severity of Outcomes



Source: TxDOT Crash Records Information System, 2017-2021

reduce the risk and/or severity of a crash where speeding was a factor. Additionally, the consideration of safety countermeasures and CMFs can be used when scoring and comparing new roadways where no data is yet available. In these instances, the design and scope of the new roadway can be scored based on what safety countermeasures and CMFs it incorporates in comparison to the region's top contributing factors.

A commercial corridor that implements access management improvements could ostensibly receive a higher reduction in crashes than a roadway that allows any number of driveways because it directly addresses a top contributing factor of failure to yield. Additional information on CMFs can be found on the FHWA CMF Clearinghouse portal.

Level of Service Analysis

The next component of the roadway analysis involved looking at operational efficiency through what is known as "level of service" (LOS) analysis. Simply put, level of service is the ratio of the volume of traffic that using a roadway divided by the design capacity of the roadway. To perform this analysis for current and projected traffic, the RGVMPO Travel Demand Model (TDM) was used. This was done using the 2019 travel demand model roadway network with the addition of existing plus committed (E+C) projects, being projects that are at or near completion. To conduct the analysis for future traffic, forecast year (2040) demographics are used to produce future trips that are loaded onto the E+C network to identify segments on the 2045 roadway network that are anticipated to experience level of service delivery failures if no further action is taken beyond what is already committed today.

The resulting volume to capacity, or LOS, is an indicator of congestion on a scale from A to F, where A represents free flow traffic and F represents severe congestion.

The following ranges were used to generate roadway segment LOS values, and are based on TxDOT's Transportation Planning and Programming (TPP) division resources:

- LOS A: Less than 0.33
- LOS B: 0.33 to 0.55
- LOS C: 0.55 to 0.75
- LOS D: 0.75 to 0.90
- LOS E: 0.90 to 1.00
- LOS F: Greater than 1.00

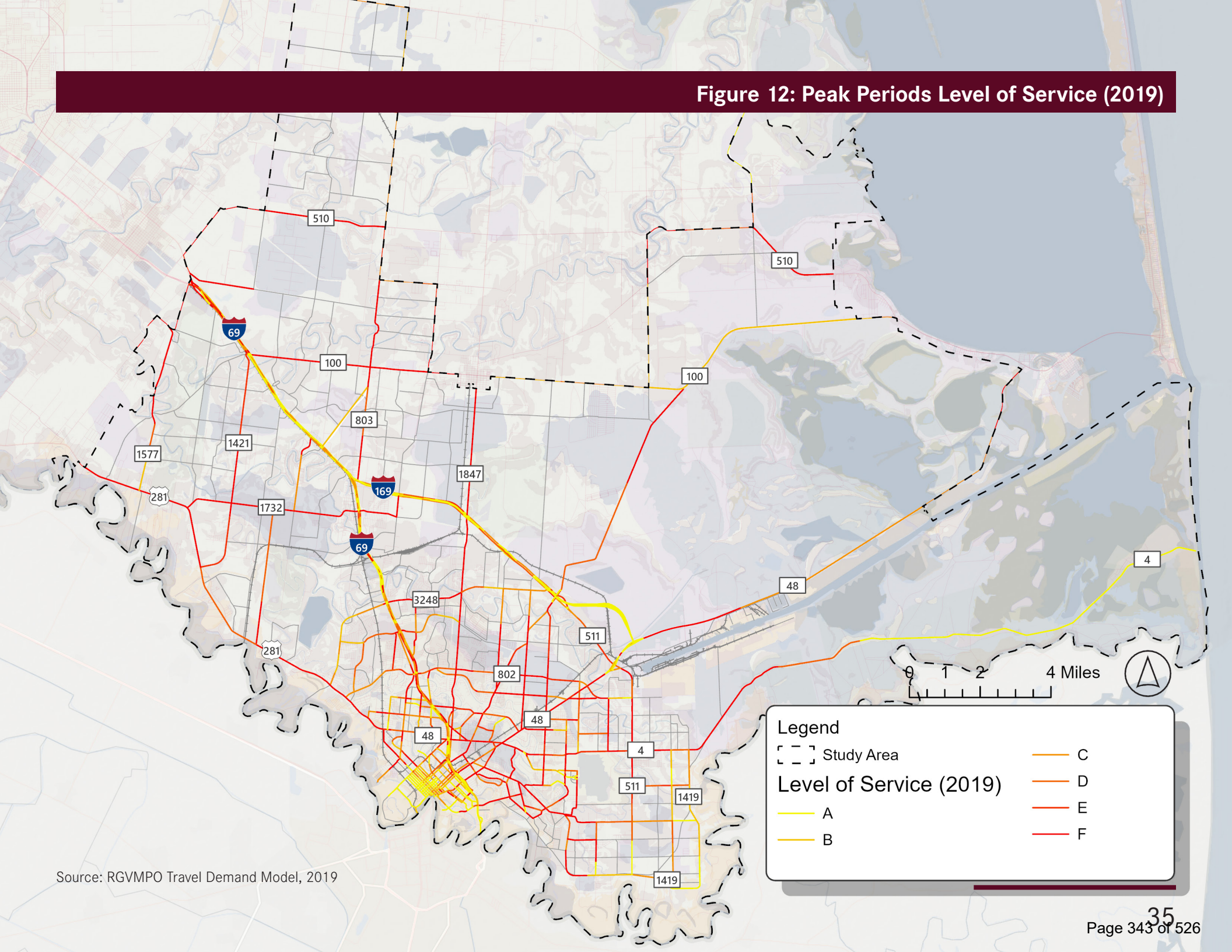
Outputs for this assessment were initially analyzed for AM and PM peak periods to understand roadway conditions at their highest points of stress. These values were then averaged to create overall peak period values for analysis.

Figure 12 to the on the next page represents the modeled peak periods level of service for 2019 conditions.



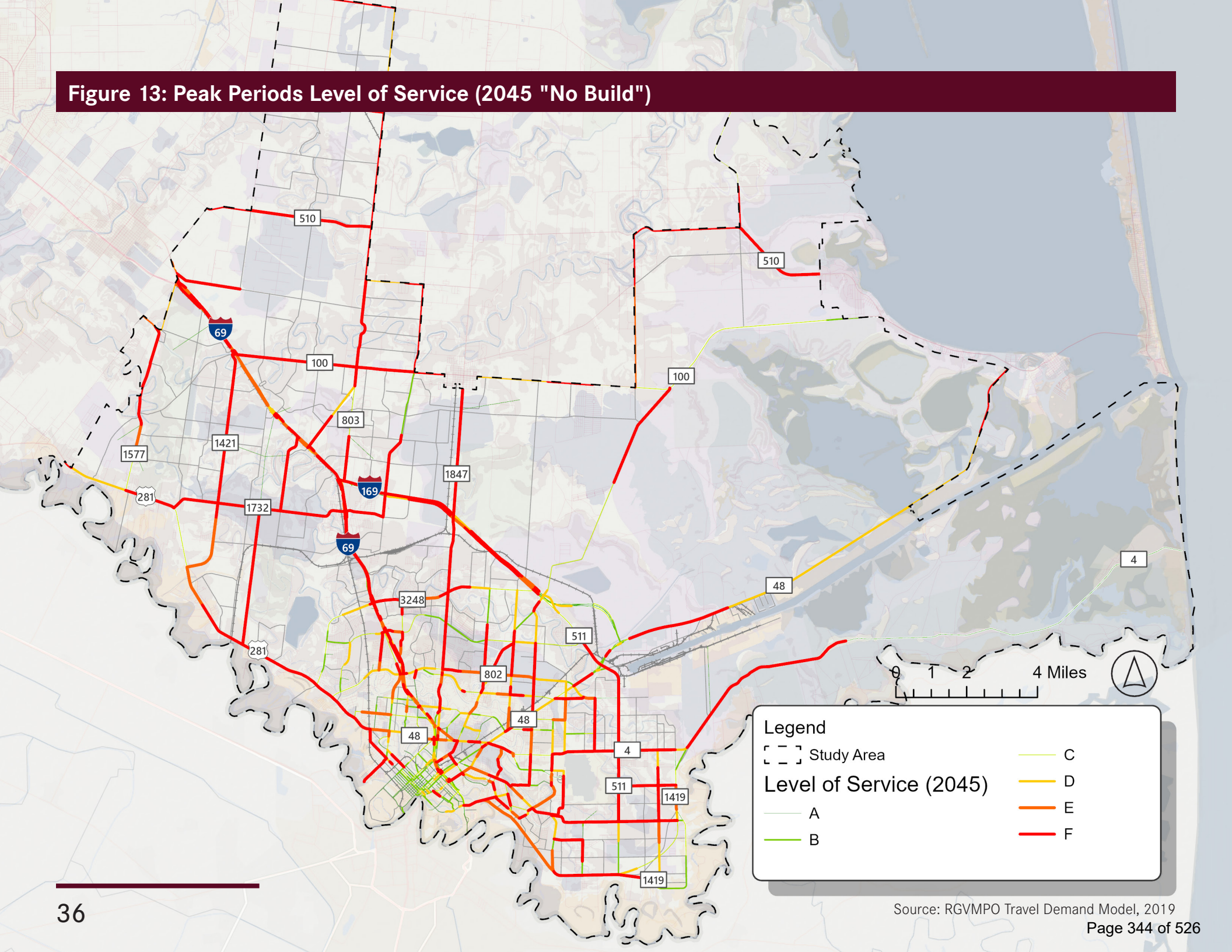
Pictured: Roadway in Brownsville

Figure 12: Peak Periods Level of Service (2019)



Source: RGVMPO Travel Demand Model, 2019

Figure 13: Peak Periods Level of Service (2045 "No Build")



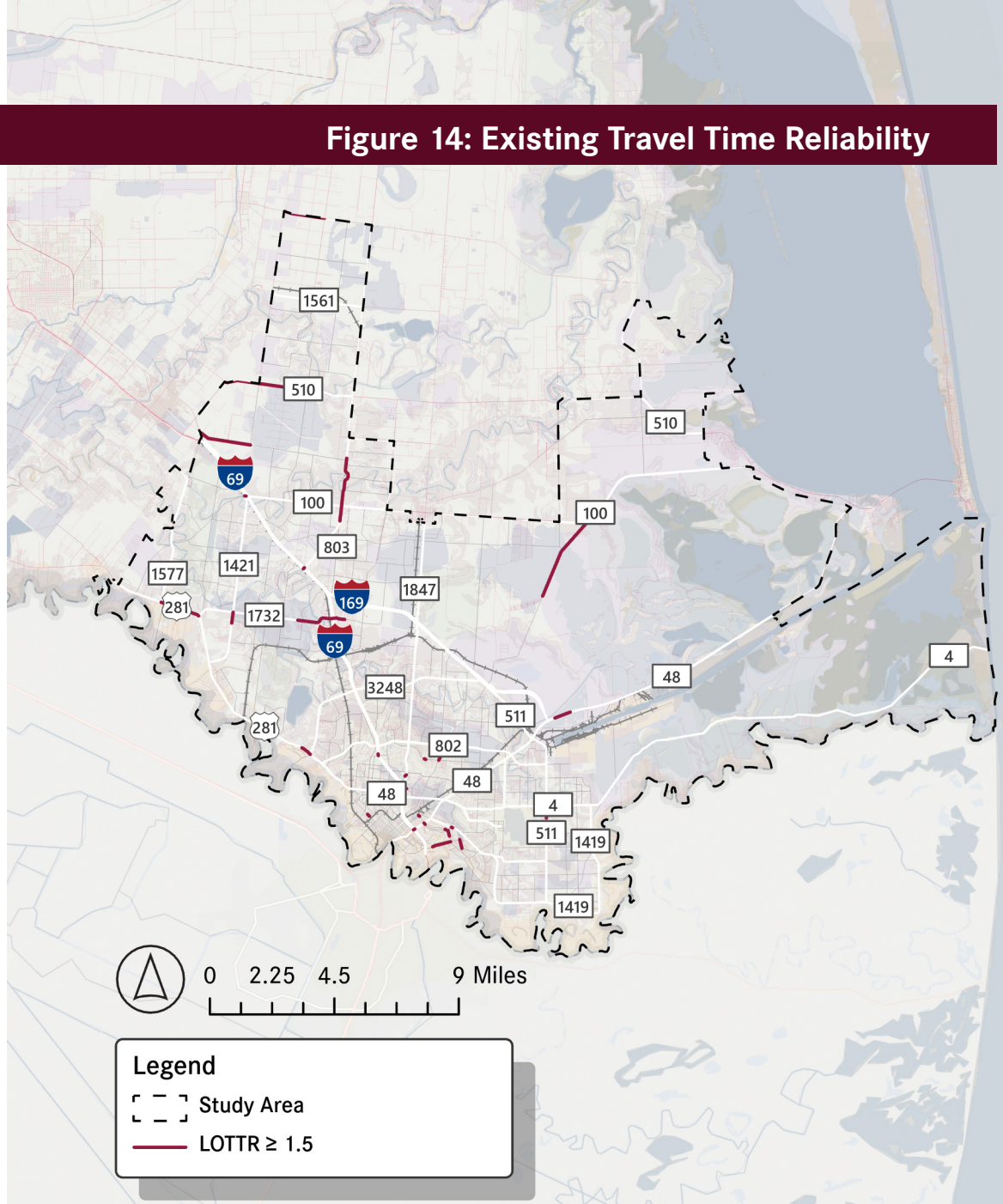
Source: RGVMPO Travel Demand Model, 2019

Figure 13 on the previous page shows the projected conditions for 2045 in a “No-Build” scenario, being a representation of how traffic might worsen if no investments were made in transportation infrastructure or travel demand management. This LOS, or congestion analysis, helps identify segments most in need of capacity or operational efficiency improvements. Though a number of roadways are identified as having LOS deficiencies in the greater Brownsville area, two roadways in particular are worth mentioning as they are also on TxDOT's 100 most congested roadways being, E Ruben M Torres Sr Blvd from IH 69 to Old Port Isabel Road (#68 of top 100) and Boca Chica Blvd / SH 48 from IH 69 to SH 48 (#37 of top 100).

Travel Time Reliability

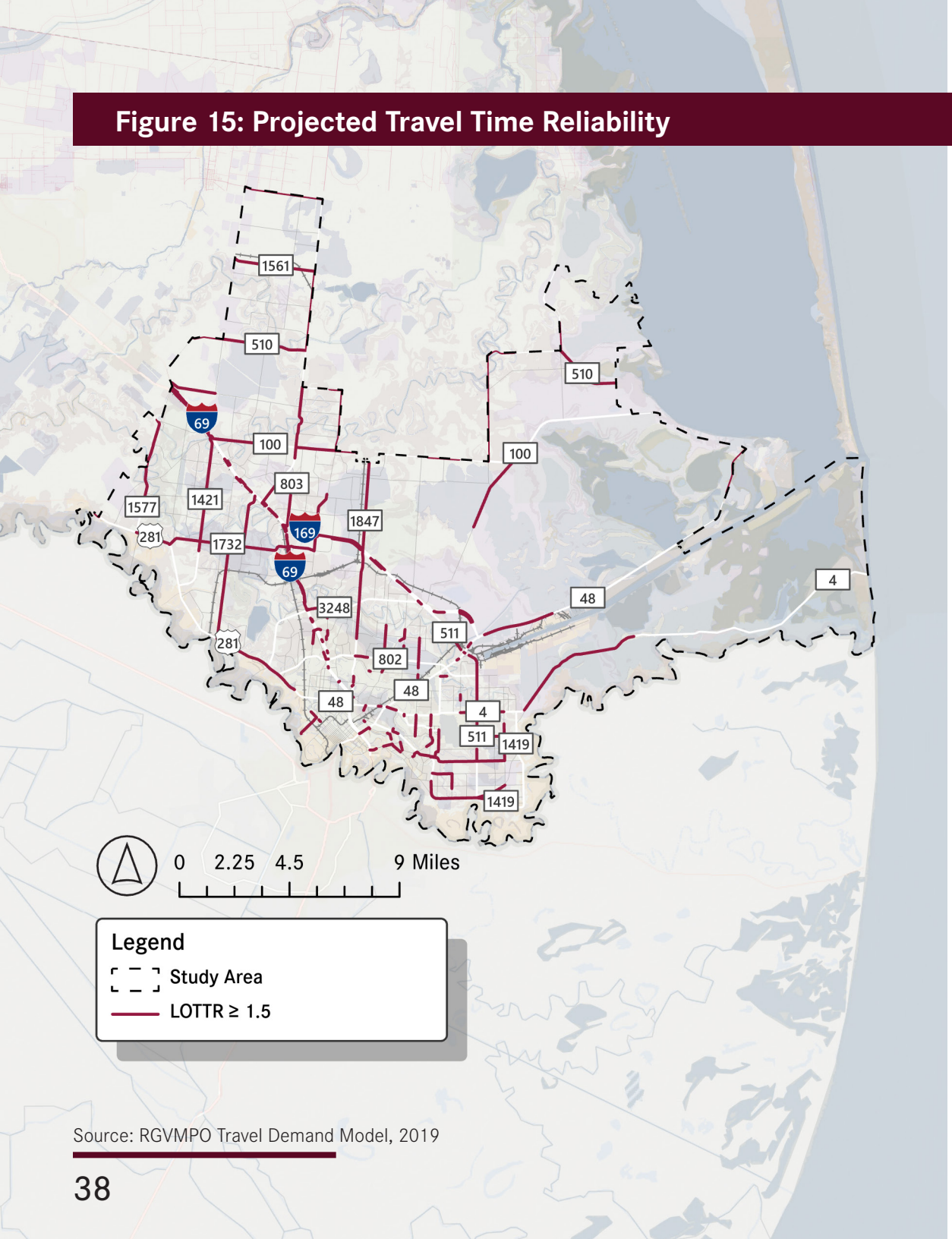
Travel time reliability is the third and final step used in this roadway analysis. It a measure of “the consistency or dependability of travel times from day to day or across different times of day” for a given roadway. While congestion typically focuses on the average roadway conditions in terms of delay, travel time reliability indicates the level to which traffic or roadway conditions can be anticipated for travelers to plan around expected delays. Reliability of the roadway network is important because it allows travelers to reach their destinations at their planned time. Level of Travel Time Reliability (LOTTR) is calculated using a ratio of the 50th and 80th percentile travel time for all vehicles traveling a given roadway segment.

Figure 14: Existing Travel Time Reliability



Source: RGVMPO Travel Demand Model, 2019

Figure 15: Projected Travel Time Reliability



Source: RGVMPO Travel Demand Model, 2019

Travel time data is provided as a metric within the RGVMPO model outputs, 2019 travel time data was used for the defined roadway network. Using LOTTR data for the 2019 travel time data, the study team identified unreliable roadway segments (i.e., LOTTR ratio greater than 1.5), shown in Figure 14.

Travel time reliability is critical to managing an efficient freight system for improved economic development.

In this case, unreliable means that travelers of a roadway segment cannot reasonably predict the time it would take to travel the roadway during certain time periods. Figure 15 represents the travel time reliability in the same "No-Build" scenario that was assessed in the level of service analysis. Travel time reliability is an important metric beyond individuals being able to route plan, it is critically important to freight movement. Delays for freight movement can have very real impacts on economic competitiveness and resilience.

Freight Analysis

As mentioned before, due to its location along the Gulf Coast, its proximity to Mexico, the intersection of major interstate highways railroads, and the intercoastal waterway, Brownsville serves as a major trading hub for the rest of Texas and beyond.

As a major multi-modal trading hub, freight transportation continues to increase throughout Brownsville and is essential to the economy. The location of Brownsville along Interstate 69, Mexico, and the Intercoastal Waterway makes it an important part of the nation's freight movement; moreover, freight is transported from nodes within the system including the Port of Brownsville and the Brownsville South Padre Island International Airport. Further, the City's position along the Mexican border allows for substantial international trade by truck, train, ship, or aircraft.

Combining the positive economic outlook, the potential for growth in freight-dependent industries, and the existing level of freight activity, the Brownsville study area shows opportunity for freight growth in the future.

Consequently, it is critical that the local freight and road system is designed and maintained to support anticipated development and corresponding increases in freight traffic. Further, a well-designed transportation system accounting for all users, including freight, can result in positive mobility and economic growth regionwide.

One outcome of the strength and diversity of the region's freight-dependent industries is a substantial flow of commodities moving into and out of Brownsville and the surrounding area. These goods are composed of a broad range of commodity types including items consumed within the region as well as both industrial products and agricultural goods produced locally for consumption elsewhere.

Commodity Flows

The freight trip generation and origin-destination data from the Texas Statewide Analysis Model (SAM-V4), which was based on 2015 Transearch data, was used to analyze existing (2015) commodity flows with origins or destinations in Brownsville and the surrounding area (represented by Cameron County in SAM-V4). The year 2015 was used because it is as it was the most recent year available in the SAM-V4 model. The information summarized describes commodities moving into and out of the region in terms of quantity (tonnage), industry type, and geographic trading partner (origin or destination of the goods transported).

Based on the commodity flow information obtained from the Texas SAM-V4, the City of Brownsville and its surrounding area were estimated to have transported over 6.2 million tons of cargo to trading partners throughout North America in 2015 by truck. Top outbound commodities included miscellaneous mix products (2.68 million tons), agriculture (0.90 million tons), and non-metallic minerals (0.65 million tons). Table 8 includes a complete list of inbound and outbound truck cargo tonnage by commodity type.

During that same period, the area received over 5 million tons of cargo. Top inbound commodities included non-metallic minerals (1.75 million tons), petroleum products (0.69 million tons), and food products (0.52 million tons).

Based on the commodity flow information obtained from the Texas SAM-V4, the City of Brownsville and its surrounding area were estimated to have transported over 0.5 million tons of cargo to trading partners throughout North America in 2015 by rail. Top outbound commodities included chemicals (0.23 million tons) and food (0.20 million tons).

Truck Movements by Roadway

In addition to commodity distribution, the existing freight movements of the SAM-V4 were explored to provide a depiction of truck travel on roadways for the Brownsville region. Table 6 summarizes the roadways in the Brownsville area with notable truck usage rates according to the SAMV4.

As shown, I-69 / US 77 is the dominant corridor for truck travel, though other roadways do show notable truck traffic flows. The project team compared this information to Transearch tonnage and truck flows and confirmed an identical pattern regarding the roadways used by trucks.

Portions of the roads shown in Table 6 are outside city limits. The data for calculating truck volumes comes from the most recently available data, the SAM-V4. SAM-V5 is currently under development.



Pictured: Generic Freight Truck

Table 6: 2015 Truck Volumes and Percentages by Roadway

Roadway	From Limits	To Limits	Average Volume	Average Percent Trucks
I 69 / US 77	County Line Road	US 77B N	11,900	28%
I 69 / US 77	US 77B N	US 77B S	12,800	26%
I 69 / US 77	US 77B S	US 83	16,900	21%
I 69 / US 77	US 83	S Ed Carey Dr	32,000	12%
I 69 / US 77	S Ed Carey Dr	SH 345	25,400	14%
I 69 / US 77	SH 345	Bus 77	22,200	16%
I 69 / US 77	Bus 77	SH 550	19,600	18%
I 69 / US 77	SH 550	Alton Gloor Blvd	24,400	13%
I 69 / US 77	Alton Gloor Blvd	SH 48	21,000	14%
I 69 / US 77	SH 48	International Blvd	17,000	15%
I 69 / US 77	International Blvd	East Loop	8,600	29%
SH 550	I 69 / US 77	Arroyo Blvd	2,400	15%
SH 550	Arroyo Blvd	FM 511	2,500	15%
SH 550	FM 511	H 48	1,400	11%
US 83	I 69 / US 77	Mile 3 E Rd	17,200	6%

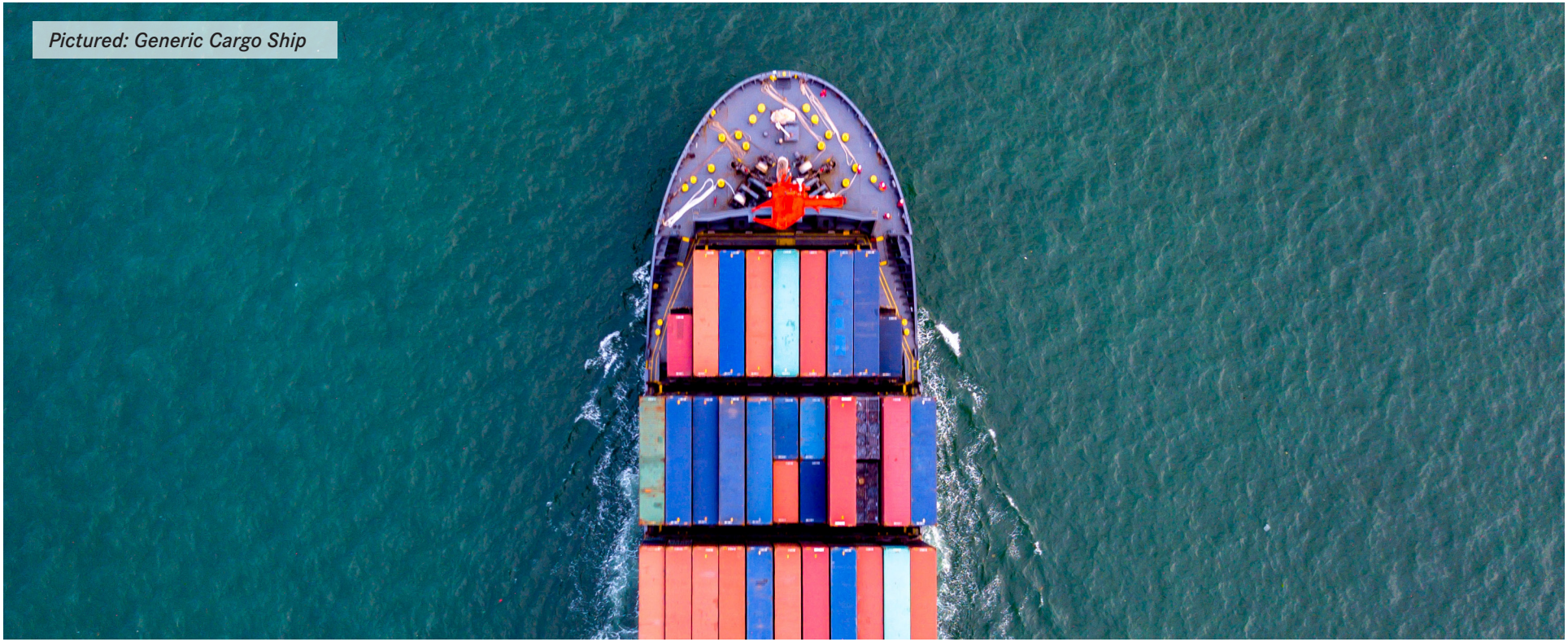
Source: Texas Statewide Analysis Model (SAM-V4), 2015

Trading Partners

The City of Brownsville and the surrounding area have a wide range of geographic trading partners across North America. The state of Texas is by far the largest trading partner, with some counties shipping/receiving larger commodity tonnages than many other states. Table 7 and Table 8 show the top inbound and outbound trading partners according to the Texas Statewide Travel Demand Model, as well as the top commodity traded between the Brownsville area and that location. Outside of Texas, the Mexican states along the border and California are the top trading partners for cargo inbound to Cameron County.

Cameron County outbound cargo that travels beyond Texas is mainly destined to California, Indiana, Pennsylvania, and the states bordering Texas. Figure 16 and Figure 17 on the following two pages show the level of outbound and inbound tonnage for the Brownsville area across North America.

Within Texas, Hidalgo, Harris, and Bexar Counties are the top contributors to the inbound cargo to Cameron County. Cameron County outbound cargo is mainly destined to Hidalgo, Harris, and Bexar Counties. Understanding and leveraging the economic competitiveness of Brownsville will prove beneficial to future growth and strategic development in the greater Brownsville area.



Pictured: Generic Cargo Ship

Figure 16: 2015 North American Outbound Trading Partners by Tonnage

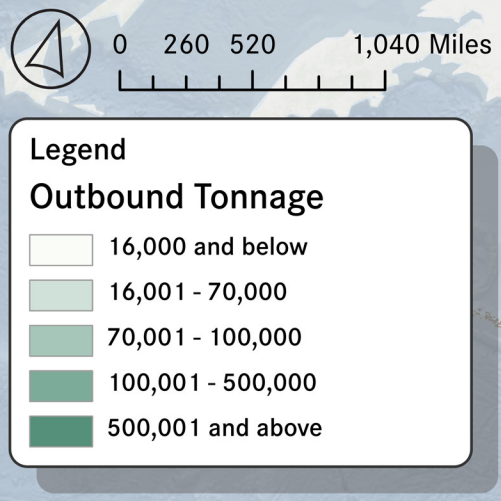


Table 7: : Top Outbound Trading Partners

Trading Partner	2015 Cargo Tonnage	Top Commodity Traded
Hidalgo County, TX	1,304,709	Agriculture
Cameron County, TX	947,169	Petroleum
California	579,506	Miscellaneous Mix
Harris County, TX	439,344	Miscellaneous Mix
Nueces County, TX	176,065	Agriculture
Indiana	157,635	Miscellaneous Mix
Bexar County, TX	143,939	Miscellaneous Mix
San Patricio County, TX	137,468	Agriculture
Pennsylvania	120,997	Miscellaneous Mix
Dallas County	111,749	Miscellaneous Mix

Source: Texas Statewide Analysis Model (SAM-V4), 2015

Figure 17: 2015 North American Inbound Trading Partners by Tonnage

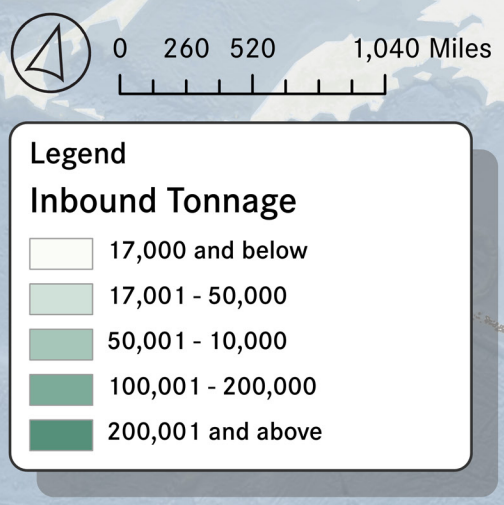


Table 8: : Top Inbound Trading Partners

Trading Partner	2015 Cargo Tonnage	Top Commodity Traded
Hidalgo County, TX	1,907,983	Nonmetallic Minerals
Cameron County, TX	947,169	Petroleum
Harris County, TX	244,042	Miscellaneous Mix
México, MX	238,588	Agriculture
Nuevo León, MX	148,466	Durable Manufacturing
Tamaulipas, MX	146,716	Petroleum
Nueces County, TX	97,232	Petroleum
Distrito Federal, MX	96,538	Food
Dallas County, TX	75,470	Miscellaneous Mix
California	68,604	Food

Source: Texas Statewide Analysis Model (SAM-V4), 2015

Port of Brownsville

Location/Existing Road Connections

The Port of Brownsville is the only deep-water port on the U.S./Mexico border. It is located on the southernmost tip of Texas about 7 miles from downtown Brownsville along a 17-mile channel where the Gulf of Mexico meets the Brazos Santiago Pass. The Port is approximately 8 miles north of the U.S. and Mexico border near the intersection of State Highway 48, Highway 550, and FM 511/North Indiana Ave. These routes provide access to markets throughout the region via IH 69 and IH 2. Moreover, the port's strategic location provides interstate freight access to other regions in Texas, Mexico, and throughout the Southern United States. The Brownsville Ship Channel currently has a design depth of 42 feet and recently received congressional authorization to deepen the channel to 52 feet. In addition, the Port is also the grantee for Foreign Trade Zone No. 62 and offers sites at regional airports and industrial parks for companies and firms to develop/utilize.

Economic Significance

As the only deep-water seaport on the U.S./Mexico border, the Port of Brownsville provides vital transportation and cargo services for international trade. The Port is a part of the M-10 and M-69 Marine Highway corridors which provide cargo transportation options between the Port of Brownsville along designated marine highways and the U.S. Intercoastal Waterway. As a result of its location, the Port serves as a major node for multiple types of transportation, including ocean-going vessels, all major U.S. and Mexican truck lines, rail service, pipeline access to U.S. and Mexican terminals, and air freight services from the Brownsville South Padre Island International Airport (BRO).

An economic impact study conducted by Martin Associates for the Port of Brownsville reported that the Port directly supported more than 8,500 employees in the Rio Grande Valley region in 2018, and nearly 52,000 jobs in Texas. In all, a total of $3 billion of economic activity, supported by marine cargo activity and ship and rig repair operations occurred at the port.

Projected Growth

As the City of Brownsville and the Cameron County continue to experience increased public and private investment, the Port of Brownsville will continue to be an important economic facilitator for the region. Further, companies like SpaceX and other industrial firms that have moved into the area will require additional connections and transportation infrastructure to support growth. One project, the South Port Connector Road was recently completed in late 2021 to provide additional roadway connections to the Port and support regional growth.

Upcoming Projects

The Port of Brownsville is currently planning the Brazos Island Harbor (BIH) Channel Improvement Project to deepen the port's channel from 42 feet to 52 feet. This increase in channel depth would allow larger ships to access and provide additional cost savings for shipping goods internationally through the Port of Brownsville. As of July 2022, the Brownsville Navigation District and the U.S. Army Corps of Engineers signed a joint agreement for Phase 2 of the project.

The Port of Brownsville has two large Liquefied Natural Gas projects set to begin operation within the next decade.



Pictured: Port of Brownsville

Brownsville South Padre Island International Airport (BRO)

The City of Brownsville continues to grow as tech and energy sector companies and move to the area. As the population of the region grows, transportation demand increases. Emerging technologies continue to develop and expand service, and it is important for Brownsville to consider the impact of these trips on airport services and travel, as well as transportation concerns for existing and future residents.

The Brownsville South Padre Island International Airport (BRO) is in the Southeast area of the City of Brownsville along Boca Chica Boulevard, 5 miles east of downtown Brownsville. The airport is bordered by Boca Chica Boulevard to the north, South Indiana Ave to the east, California Road and the Las Palomas Wildlife Management Area to the south, and S Iowa Ave and Jose Colunga Jr. St to the west. Interstate 69 East and South Padre Island Highway/International Boulevard provide regional access to the airport and Brownsville, while Billy Mitchell Boulevard provides direct access to the airport.

BRO is serviced by American Airlines, United Airlines, and Avelo Airlines. In 2018 and 2019, 215,137 and 238,119 passengers were served by American Airlines and United Airlines in each year, respectively. In 2021, following the 2020 pandemic, passenger totals reached 220,590, nearly 20% above the national average for post-pandemic recoveries and indicating a strong return in demand for travel to and from Brownsville. The introduction of new low-cost carrier, Avelo Airlines, in 2023, has delivered exponential growth in air travel to and from the City of Brownsville and plans to continue adding routes.

In addition to commercial travel, commuter/air taxi trips from 2018 to 2021 dropped from 7,548 trips in 2018 to 4,686 trips in 2020. As of 2021, traffic recovered to 6,533 commuter/air taxi trips conducted at BRO.

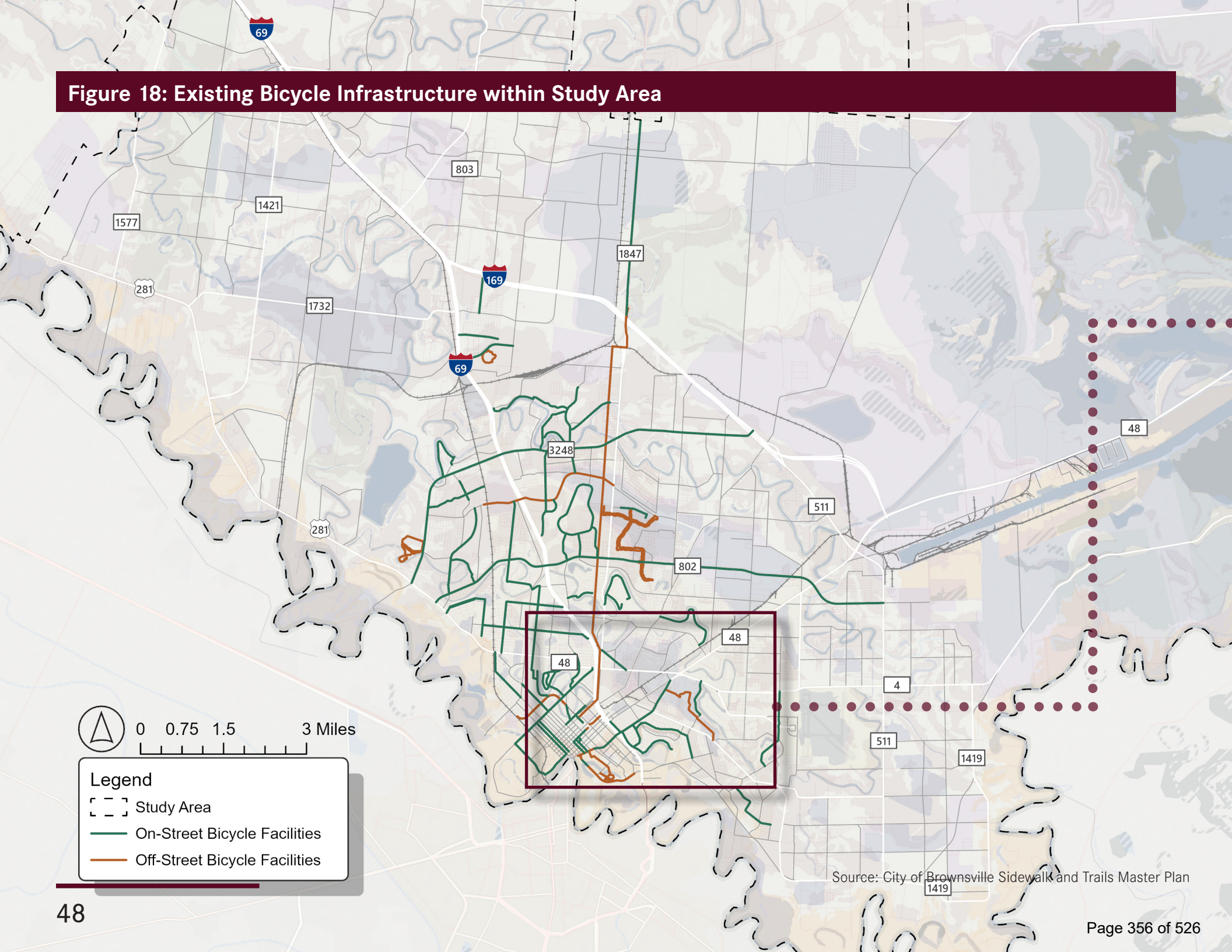
The airport contains parking for vehicles, with a capacity of 369 spots available and a long-term lot currently under construction that will further add the capacity necessary to meet our airport's growing demand. From 2016 through 2019, total yearly parking lot counts by month generally increased, averaging from 1,420 in 2016, to almost 1,570 vehicles in 2019. Vehicle counts from March 2020 to April 2021 were impacted by the construction of a brand-new passenger terminal, and parking numbers were not tracked from November 2020 to April 2021. The Brownsville Airport resumed parking-tracking in May 2021, and by December 2021, the average occupancy rate per month was 96.02% - a figure that has remained consistent through present-day with 100% capacity on multiple days per week, necessitating the parking lot expansion.

BRO is also pursuing spaceport licensing from the Federal Aviation Administration (FAA). This designation will allow the airport to handle horizontal space launches and recoveries, which will complement existing operations for horizontal spaceflight take-offs and landings.

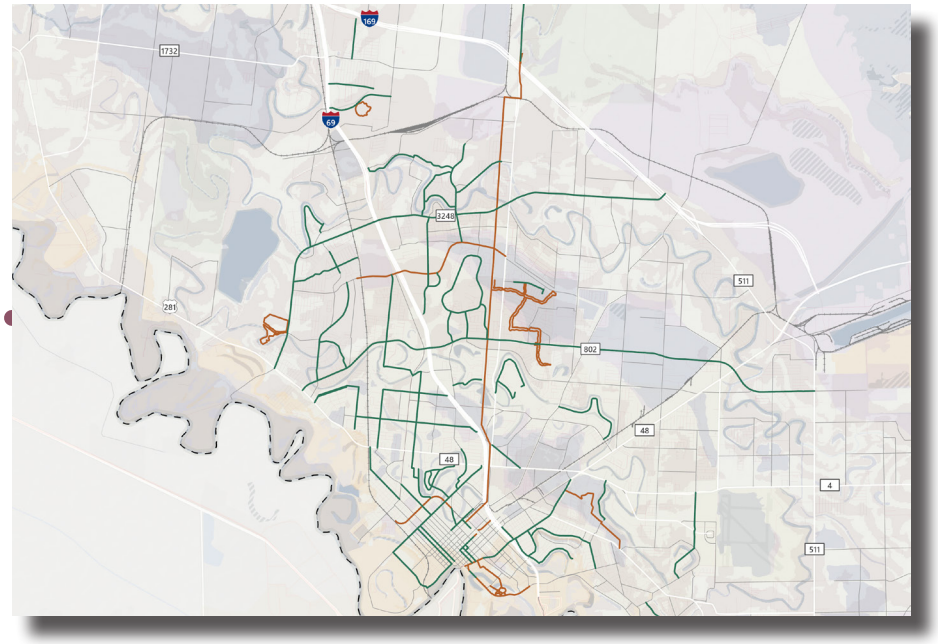


Pictured: BRO Airport

Figure 18: Existing Bicycle Infrastructure within Study Area



Source: City of Brownsville Sidewalk and Trails Master Plan





Active Transportation Analysis

Investments in infrastructure that help support vehicular and freight movement, must also be accompanied by considerations for quality of life improvements and investments that support alternate modes of travel. The following sections summarize active transportation considerations from the Sidewalk and Trails Master Plan as well as a transit assessment that was performed as part of this BTX Mobility Plan.

Bicycle Infrastructure

According to the 2021 Sidewalk and Trails Master Plan (STMP), the City has 35 miles of on-street bicycle facilities; of those, 1.3 miles are protected on-street facilities. Brownsville's on-street facilities include dedicated on-street bicycle lanes and "sharrows," shared on-street facilities that provide key east-west directional travel along major corridors. 72 percent of Brownsville's total population is within a ¼ mile of existing bicycle facilities. Approximately 72 percent of school-aged children are within a ¼ mile of existing facilities. 76 percent of seniors aged 65 and over have access to a bicycle facility within a ¼ mile. 84 percent of households without personal vehicles are within ¼ mile of Brownsville's existing bicycle facilities. Figure 18 to the left displays the existing bicycle infrastructure in the study area.

72%	72%	76%	84%
total population	school-aged children	seniors over 65	households w/o personal vehicles

within 1/4 mi. of bicycle infrastructure

Pedestrian Infrastructure

According to the 2021 STMP, sidewalk infrastructure can be found along arterial and collector streets throughout Brownsville and most roadways have sidewalks on both sides. Roadways in the Downtown area and major thoroughfares such as Southmost Blvd, Alton Gloor Blvd, Ruben M. Torres Blvd, and Paredes Line Rd have the greatest amount of sidewalk infrastructure. However, sections of other major thoroughfares currently lack sidewalks, creating significant gaps in the sidewalk network. Many sections of sidewalks in Brownsville are in dilapidated condition or terminate in the middle of the block. Segments of the sidewalk network are steep or sloped, creating navigation challenges to the elderly, families with young children, those in wheelchairs, or people walking with a load such as groceries or tools. These obstacles force pedestrians to leave the sidewalk and enter the street right-of-way, sometimes facing on-coming traffic. In areas lacking proper sidewalk infrastructure, pedestrians are forced to travel through grass, dirt, or ditches, creating “desire paths.” Figure 19 displays existing sidewalk infrastructure in the study area.

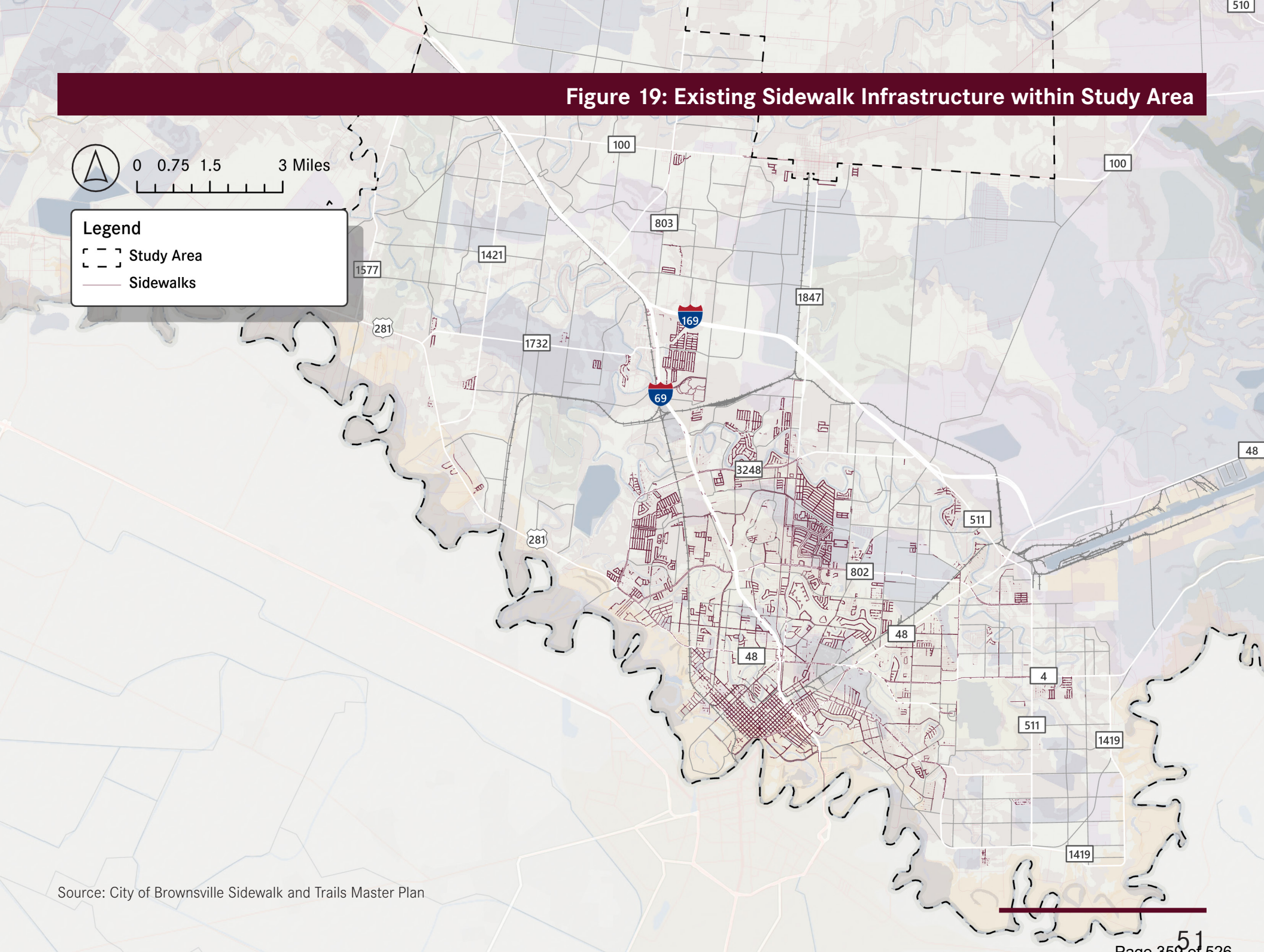


Pictured: Example of Crumbling Sidewalk in Brownsville



Pictured: E 7th St

Figure 19: Existing Sidewalk Infrastructure within Study Area



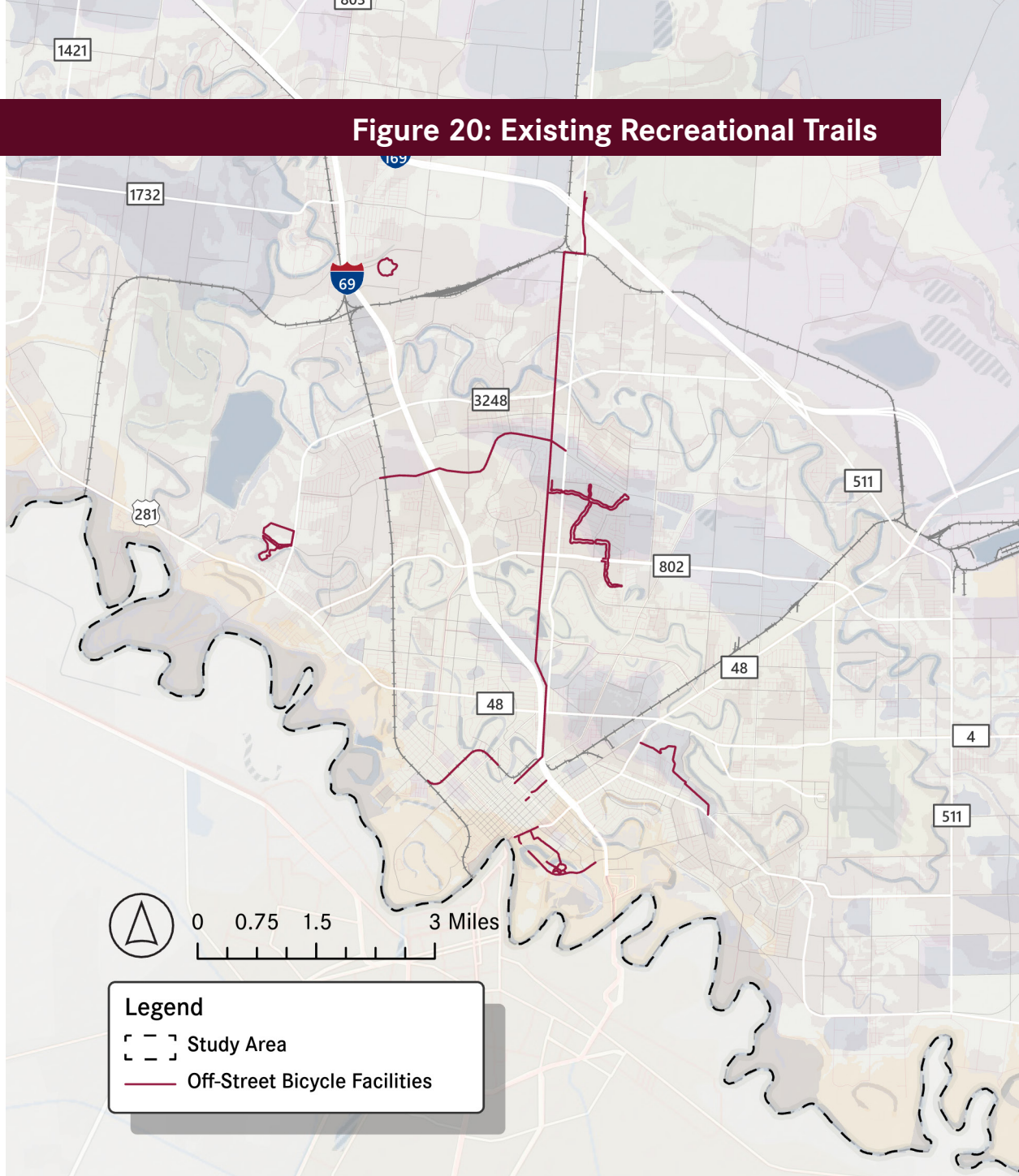
Source: City of Brownsville Sidewalk and Trails Master Plan

Recreational Trail Infrastructure

At the time of the sidewalk and trails master planning program, Brownsville had approximately 15 off-street recreational trails; of which three are principal (in-development and existing) off-street recreational trails that are each five miles long. The West Rail Trail, currently in development, and the existing Historic Battlefield Trail run north-south and connect the downtown core to northern residential areas. The Southmost Trail connects the Historic Battlefield Trail to the residential neighborhoods of Morningside and Southmost. Construction of new trails is limited by the existence of Union Pacific Railway lines that run east-west near new residential development. Residents in the northeast side of the city, as well as residents in the western portion of the Southmost neighborhoods and newer subdivisions along West Alton Gloor Boulevard currently have limited access to recreational trails. Figure 20 displays existing recreational trails within the study area.

Recreational trails serve as opportunities to connect with nature while improving physical and mental health.

Figure 20: Existing Recreational Trails



Source: City of Brownsville Sidewalk and Trails Master Plan

Active Tourism

Due to Brownsville's location at the mouth of the Rio Grande, the City has many natural and nature-based tourism facilities. The Resaca de la Palma State Park and World Birding Center, Laguna Atascosa National Wildlife Refuge, and Boca Chica State Park are major tourism draws for the area and provide abundant natural open spaces and trail opportunities. Brownsville also has three historic battlefield sites from the Mexican American war: the Palo Alto Battlefield, the Fort Brown Site, and Palmito Hill Battlefield are popular locations that offer history exhibits and programs to educate residents and visitors about the region's history.

The South Bay Paddling Trail is an 8-mile remote trail located in Cameron County. The trail is bounded on the south by the riparian edge of the Rio Grande, on the north by the Brownsville Ship Channel and associated spoil banks, and on the east by Brazos Island.



Pictured: Brownsville Resaca

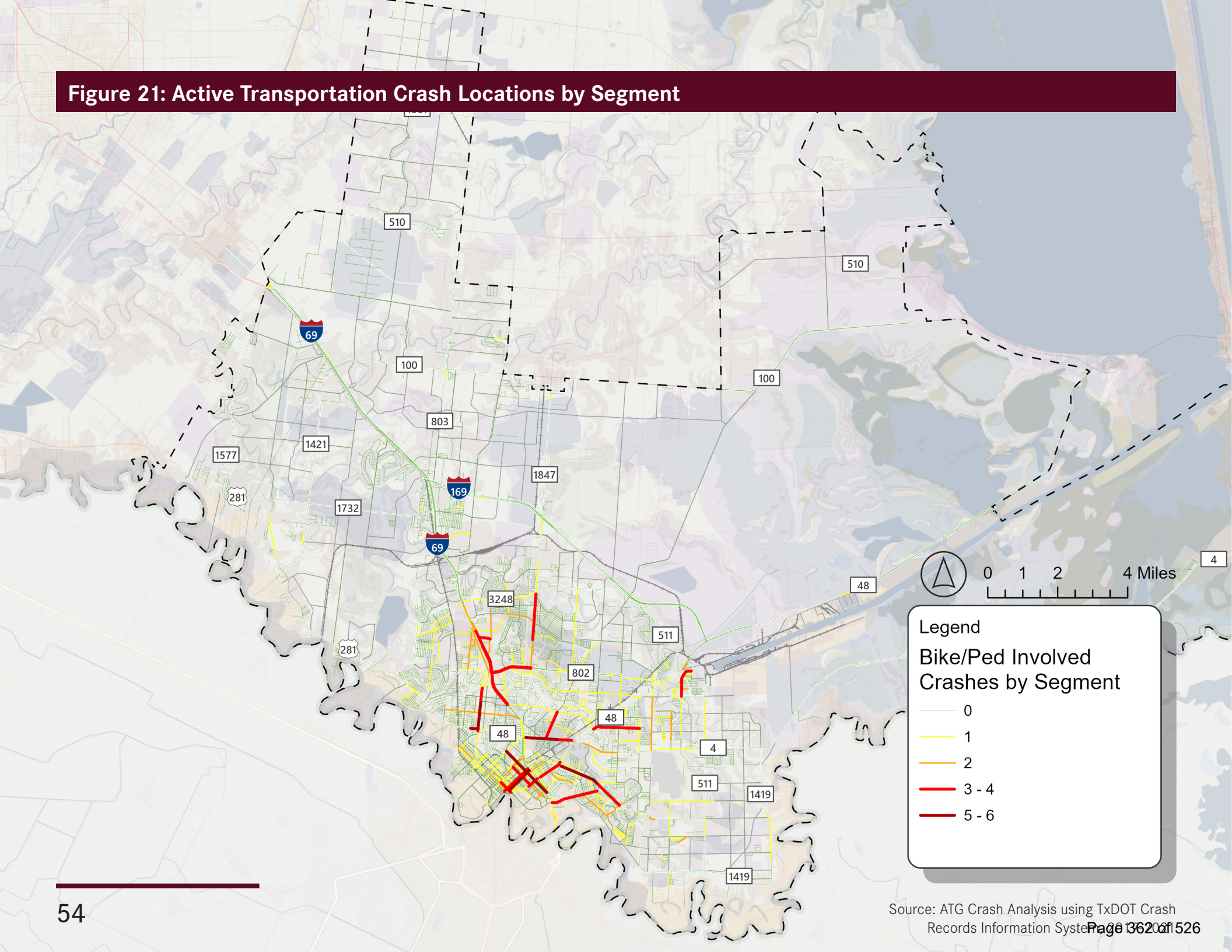
Micromobility Programs – Bike Share

The City of Brownsville currently has five RGV BCycle stations located near existing trails systems around the City. Three stations are in the Mitte Cultural District around the Gladys Porter Zoo and Dean Porter Park, one station is along the Historic Battlefield Trail, and one is located near The University of Texas Rio Grande Valley Brownsville. BCycle allows residents and visitors to rent classic or E-bikes to explore areas of the community and offers an alternative option for transportation. According to the League of American Bicyclists, Brownsville is currently ranked as a Bronze level Bicycle Friendly Community, and the City is aspiring to Silver level.



Pictured: BCycle Station

Figure 21: Active Transportation Crash Locations by Segment



Source: ATG Crash Analysis using TxDOT Crash Records Information System, 2013-2017

Safety and Level of Stress

In addition to the review of existing and proposed active transportation, a granular analysis was conducted to review the safety, level of stress, transit proximity and expected travel patterns as part of the deficiencies, or needs analysis for non-motorized travel choices.

One of the most important steps in planning for the future of active transportation in a region is to determine the region's specific modal needs so that these needs can be addressed accordingly. One type of needs identification comes in the form of a safety analysis, which involves examining how safe the regional environment is for active transportation users.

This type of analysis can pinpoint current safety issues and challenges, allowing the region to implement measures to mitigate or prevent crashes over time to address the existing and future safety needs of active transportation users. Crash data was gathered from the Texas Department of Transportation's (TxDOT) Crash Records Information System (CRIS) for Cameron County and analyzed within the study area for the five-year period from 2017-2021.

Using this data, active transportation crashes were identified and isolated, then evaluated based on various characteristics such as time, severity, contributing factors, and location.

Figure 21 highlights the bicycle and pedestrian involved crash counts by segment. A crash analysis focused on motorized travel is presented later in this chapter under the Roadway Analysis section.

A Bicycle Level of Traffic Stress analysis (LTS) used roadway characteristic factors to estimate how an average person would feel while using a bicycle on a given segment of roadway. Roadway characteristics that influence a decision to cycle include high motorized vehicle speed, high traffic volumes, wide roads, or lack of designed space for bicycles. Roadway factors that contribute to comfort include, low speeds, presence of a bike facility, especially those separated from traffic, and traffic calming measures. The LTS analysis identified gaps/deficiencies in the region's roadway network where bicyclists do not have comfortable travel options. It also provided a look at opportunities for safe comfortable roadways, produced updated LTS data inventories for the region and provided an inventory to guide the region's discussions on future facility upgrade alternatives.



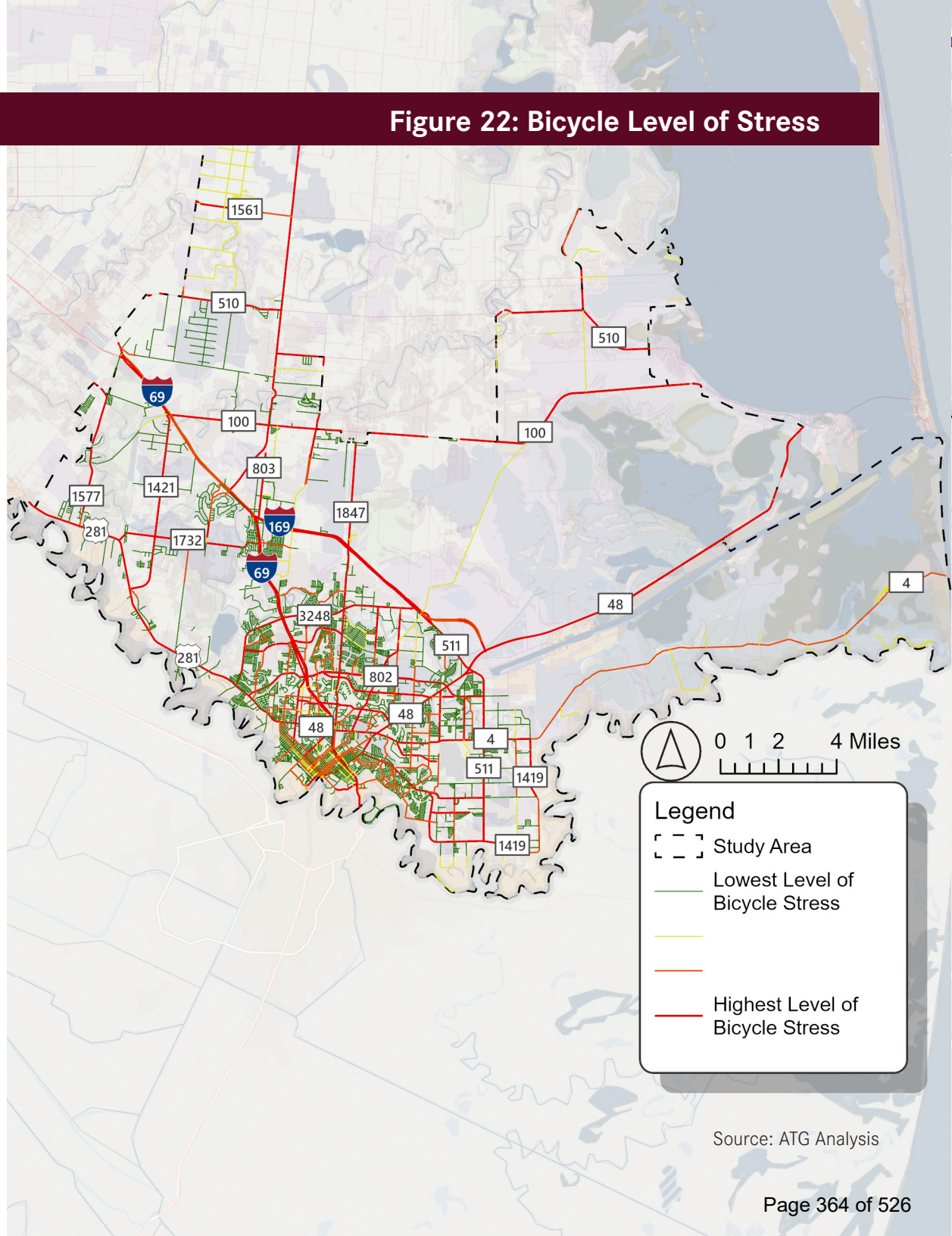
Pictured: Morrison Rd During CycloBia 2022

Figure 22: Bicycle Level of Stress

The methodology for this analysis was conducted using a method modified from a 2012 report by the Mineta Transportation Institute (MTI) titled, Low-Stress Bicycling and Network Connectivity which is widely credited in similar analysis from other existing condition analysis reports. Figure 22 to the right presents the results of this analysis as mapped in the study area.

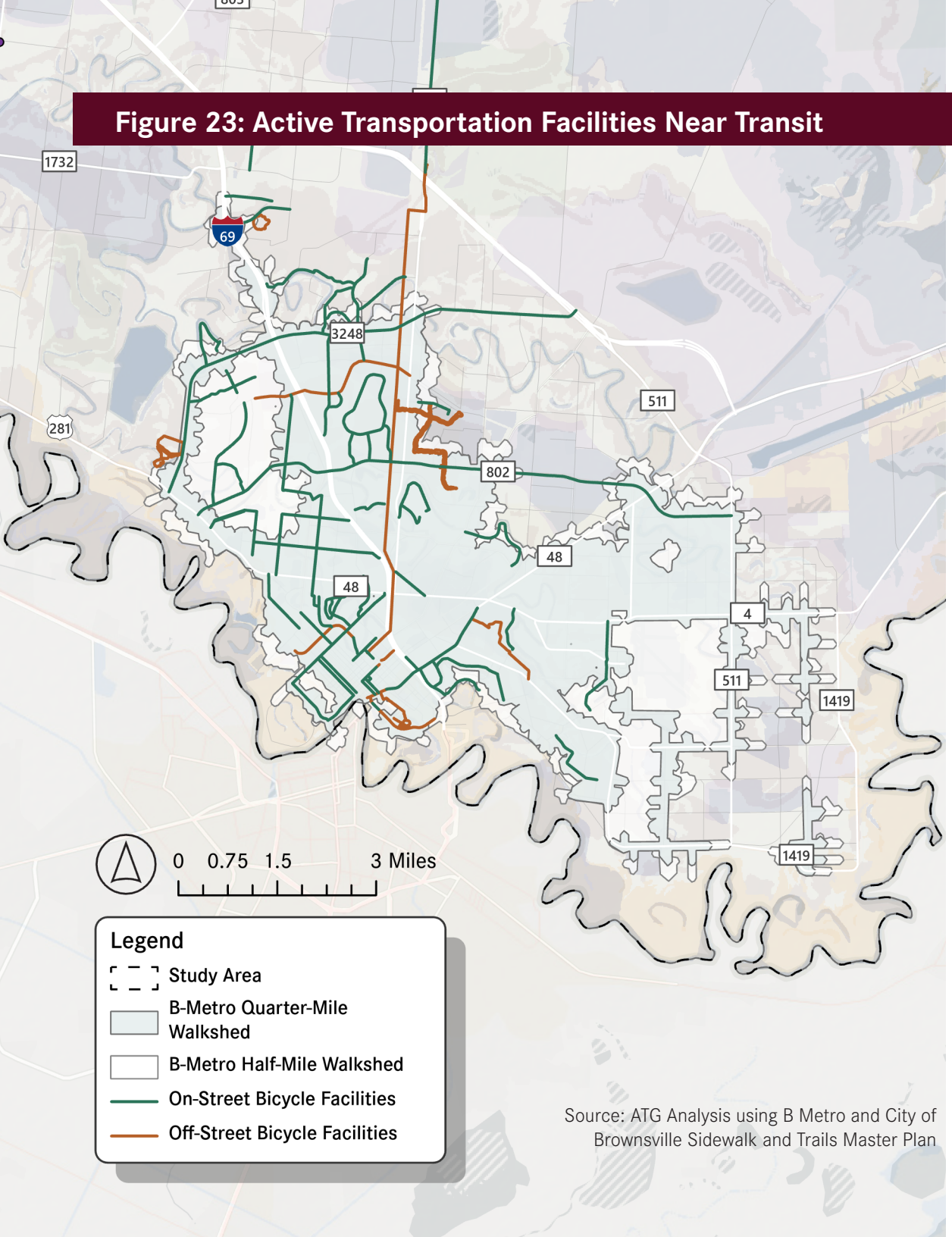
In the Brownsville area, there are many local streets for low stress riding; however connections to other low stress routes may wane as the gridded roadway network dissipates further from the urban core.

A bicycle level of traffic stress analysis considers several factors, including number of lanes, average daily traffic, and speed limits.



Source: ATG Analysis

Figure 23: Active Transportation Facilities Near Transit



Source: ATG Analysis using B Metro and City of Brownsville Sidewalk and Trails Master Plan

Proximity to Transit

There are three transit agencies providing service within the study area. These routes ideally should be accompanied by the proper infrastructure that allows pedestrians and bicyclists to travel safely from the origin to the nearest bus stop and from the bus stop to their destination. Additionally, getting to the transit station may not be enough. End of trip facilities should also be provided to allow people to lock up their bike, take their bike on the front of the bus, and to wait in relative shade. Proper infrastructure in many cases means ADA-compliant sidewalks to accommodate people who walk or use a mobility device and on-and-off street bicycle facilities to accommodate those who use a bike. This type of infrastructure not only ensures a safe trip from origin to destination, but increases overall connectivity within the transportation network and helps provide a solution to the first-last mile dilemma. Moreover, it encourages forms of active transportation which have a variety of positive impacts (environmental, health, economic, etc.). As part of its first Metropolitan Transportation Plan (MTP), the newly formed Rio Grande Valley Metropolitan Planning Organization (RGVMPO) looked at these factors as part of its review of the multimodal transportation system. Figure 23 shows the results of this analysis.

Transit Analysis

As part of an effective and efficient mobility system, public transportation serves as one of the key modes of travel for citizens without access to vehicles and with other mobility disadvantages or barriers. The following sections present existing conditions of the transit system in Brownsville, including past recommendations from previous efforts as a base. Moreover, they also provide demographics information related to transit disadvantaged populations, job centers and other key destinations, as well as high opportunity transit areas for use in service recommendations.

Existing Planning and Transit Recommendations

Brownsville Metro, known as B Metro, provides public transit and paratransit services for the City of Brownsville. As the City grows and changes over time, transit service should be adjusted to accommodate both existing and future users. Previous planning efforts have been made considering this type of growth through a 2017 Brownsville Transit Plan and the RGVMPO Regional Transit Development Plan in 2020. As the City forms recommendations for transit through the BTX Mobility Plan, these previous plans provide important foundations for analysis and discussion.

Brownsville Transit Plan

The 2017 Brownsville Transit Plan was guided by five principles:

1. Service should operate at regular intervals
2. Routes should operate along a direct path
3. Routes should be symmetrical
4. Routes should serve well-defined markets
5. Service should be well coordinated with other modes

The plan also presented the following preferred improvements identified by transit riders through public outreach efforts: more frequent service, Sunday service, and bus service at later times of the day and night. Further, the plan recommended short-range solutions like route interlining, clockface scheduling, and increased service in general. Long-range recommendations included an additional route along Rockwell Drive and Lindale Drive, increased frequency, and spans of service for all routes except Route 30, restructured Metro Connect Service to the UTRGV Edinburg campus and neighboring cities, improved passenger amenities like shelters and a mini transportation hub on the northern edge of the Walmart on Alton Gloor, and restructuring fares for easy use and understanding.

RGVMPO Regional Transit Development Plan

The 2020 RGVMPO Regional Transit Development Plan (TDP), a component of the Metropolitan Transportation Plan, provided an assessment of transit conditions and recommendations for improvement across the Rio Grande Valley. Moreover, the TDP provided the following universal recommendations for transit throughout the region, including B Metro's service area:

1. Increased coordination among providers and types of transportation
2. Improved service standards (fixed bus stops and timepoints; eliminating existing route patterns; and improving consistency of service span and days)
3. Fare restructure

4. Introduction of micro transit for improved first-mile / last-mile connections and areas not suitable for fixed-route service

5. International connectivity between Rio Grande Valley cities and Mexico

For the City of Brownsville specifically, the TDP identified transit opportunity hot spots to focus service improvements: downtown, connections to UTRGV, and corridors running through largely residential areas. Additionally, the plan discusses Brownsville's border with Matamoros, Mexico, and the opportunity for international connectivity due to the dense development in the area producing increased transit need and rider potential. The previous plans and their respective recommendations, as well as the analysis conducted for the BTX Mobility Plan, form a foundation upon which to build a new Brownsville Transit Plan.

Operational Analysis

This section presents existing service characteristics, revenue, and service trends, as well as other performance measures to understand the current state of transit in Brownsville. Operational analysis provides support for a larger systematic analysis and evaluation of transit management and operations as part of the transportation planning process.

Brownsville Metro

As the transit operator for the city, all existing B Metro bus routes operate within Brownsville city limits only (Figure 24). Bus service is provided through a network of 12 bus routes: Westend, Jefferson, Boca Chica, Los Ebanos, Paredes/Alton Gloor, Southeast, Southmost, Jose Colunga, Hortencia, Austin, Old Port Isabel, and Scorpion Connect. All bus routes, except for Route 30 Southeast which departs from the B Metro garage, begin, and finish their trips at the La Plaza Brownsville Multimodal Terminal in downtown Brownsville. This type of system is commonly referred to as a "hub and spoke" network and requires passengers to transfer in the main terminal to reach most routes.

Monday through Saturdays, routes start at 6:00 am and the latest end at 8:25 pm. Saturday service runs from between 6:00 am and 7:00 am to 5:30 pm at the latest. Sunday service runs between 9:00 am and 4:30 pm.

The City of Brownsville also operates an ADA Paratransit Service for people with disabilities who are not able to ride fixed route public transportation. Requests for reservations are accepted during normal business hours on a "next day" basis (not 24 hours in advance) all days prior to days of service.

A hub and spoke model type of network design centers around a central location from which all other routes disperse as "spokes" from the hub.

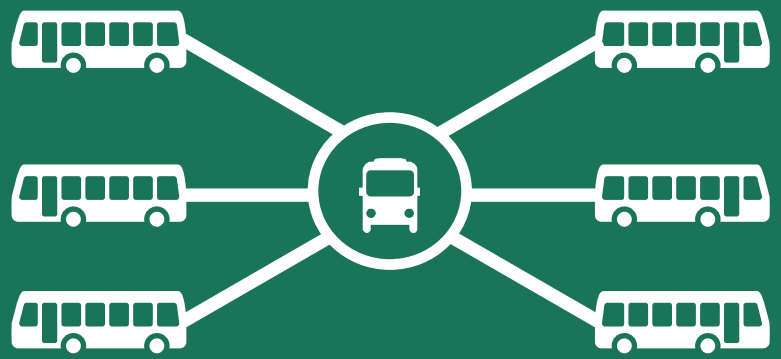
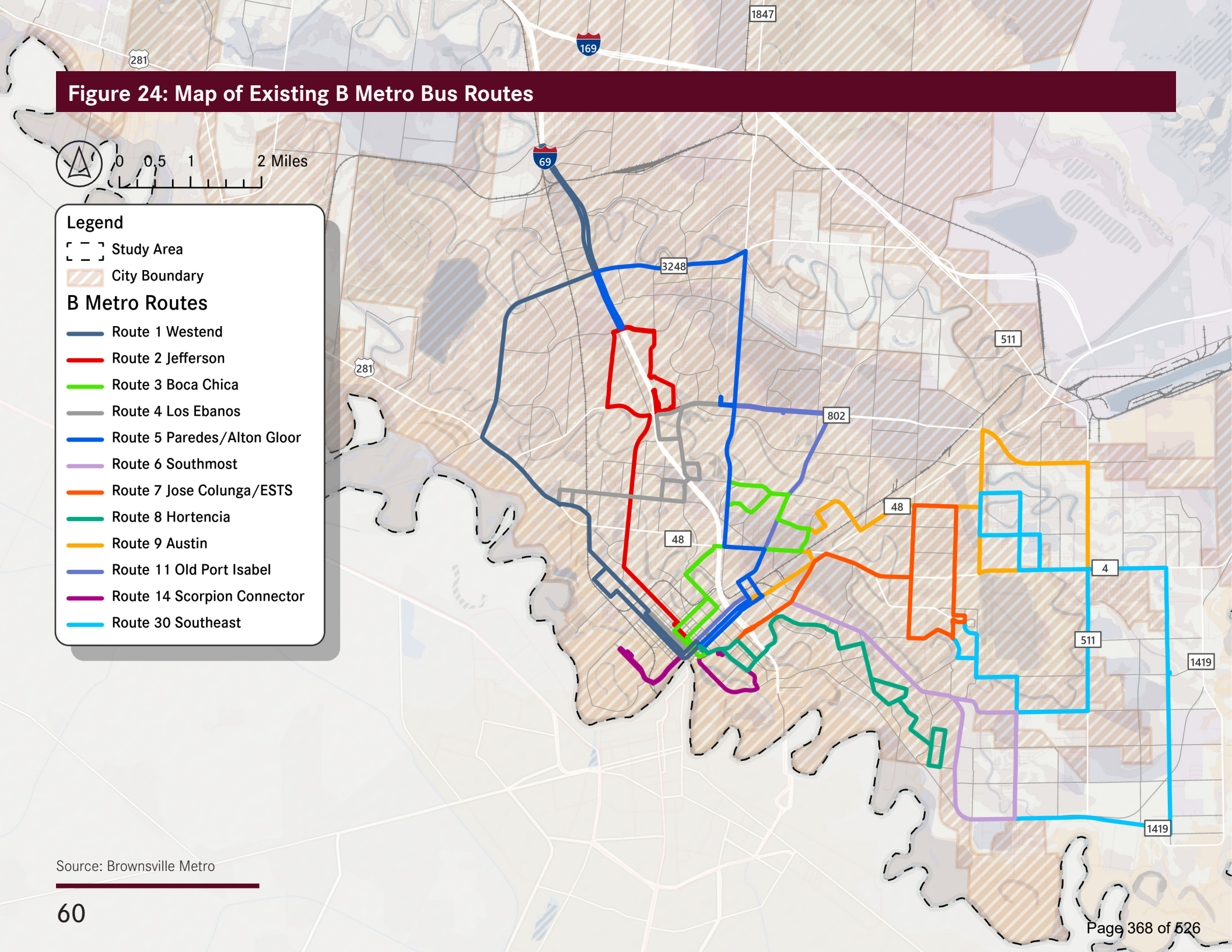


Figure 24: Map of Existing B Metro Bus Routes



Source: Brownsville Metro

Several trends are notable regarding B Metro ridership through the years 2019-2023. During the year 2020, ridership demonstrated a plummet in ridership, from the months March to April 2020 when the COVID-19 pandemic officially began. Paratransit on-demand ridership, however, has shown consistent numbers throughout all years. During weekdays and weekends, Route 2 Jefferson, Route 3 Boca Chica, and Route 9 Austin exhibit the highest numbers of ridership with each providing over 200,000 rides during the 2021-2023 period. Route 2 Jefferson has maintained its status as the busiest route through 2021-2023.

Valley Metro

Valley Metro service is also heavily used in the urban core of Brownsville, as well as a connection to the Port of Brownsville. Further coordination with the Port and other major employers in the study area will help inform the development of future recommendations concerning job accessibility through transit services.

During public engagement, both during the MTP development and the first public meeting for this BTX Mobility Plan, feedback was received that while there was a decent level of transit service, transit riders often had a hard time understanding how to transfer between service providers. There was further feedback regarding a desire to have unified formatting for public facing service and route schedules.

Alternative Transit Agencies

There are multiple private transit providers in Brownsville, including Greyhound and Brownsville Charter Bus Company. Additionally, existing agreements with Brownsville Independent School District and The University of Texas at Brownsville/Texas Southmost College allow for extended transit options for riders.



Pictured: La Plaza Bus Terminal

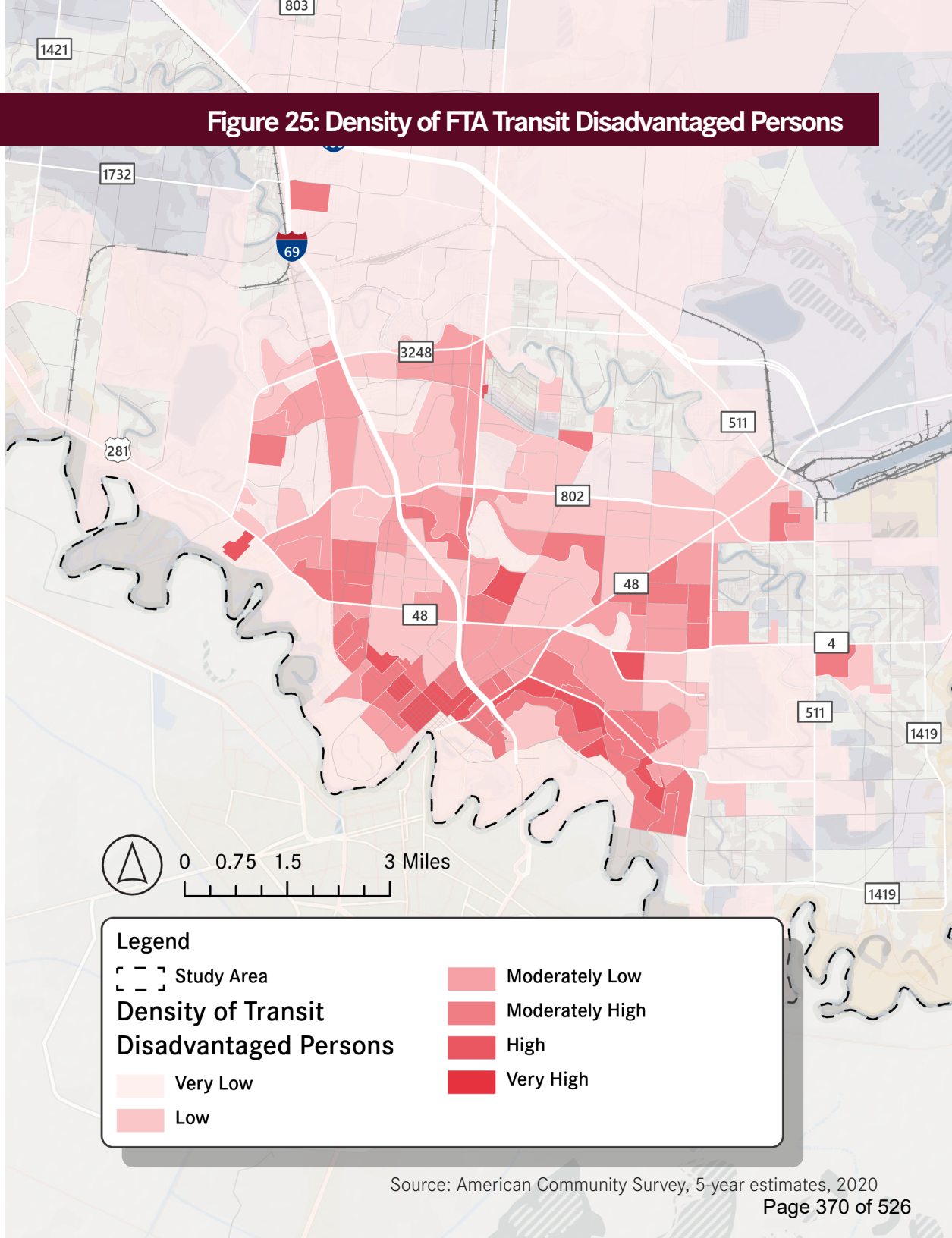
Transit Market Analysis

Successful transit systems serve areas of high population and employment density and fill a need for those who do not have other transportation options. These systems operate best when the community it serves contains transit-supportive land uses, as well as a road network that fosters multimodal connectivity allowing a seamless transition from transit services to destinations. A transit market analysis serves as a holistic approach to understanding which areas within the city need and can support transit service.

Transit Need

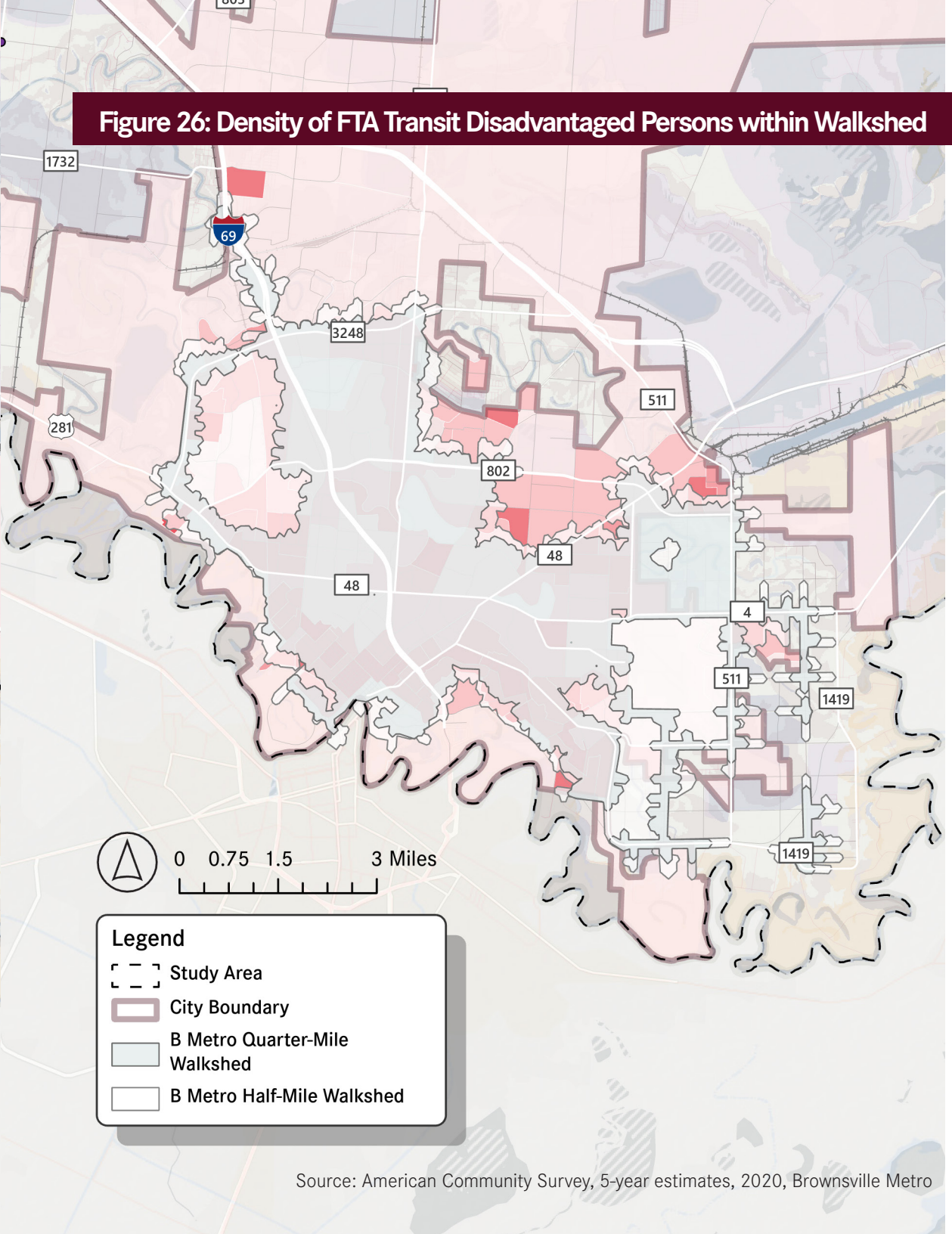
Certain population groups tend to have a higher reliance on transit services due to socio-economic circumstances. The Federal Transit Administration (FTA) identifies elderly persons, persons with disabilities, and persons below the poverty level as populations that are transit-disadvantaged and need greater access to transit systems. In addition to these three groups, minority persons, children, persons with Limited English Proficiency, and households without access to a personal vehicle were evaluated as part of this analysis due to factors that also increase their need for a successful transit system. The project team used American Community Survey 5-year data from 2020 regarding these at-risk populations. To analyze each demographic group, the project team created maps to identify areas where the total density of the number of persons representing that subgroup is highest.

Figure 25: Density of FTA Transit Disadvantaged Persons



Source: American Community Survey, 5-year estimates, 2020

Figure 26: Density of FTA Transit Disadvantaged Persons within Walkshed



Source: American Community Survey, 5-year estimates, 2020, Brownsville Metro

Figure 25 shows the combined densities for persons whom which the FTA defined as transit disadvantaged. This includes those who are below the poverty level, elderly, and minority persons. The largest continuous cluster is seen from downtown going southeast down Southmost Boulevard. Other major corridors include South Padre Island Highway, Central Boulevard, Boca Chica Boulevard, and Dr Hugh Emerson Road/Alton Gloor Boulevard.

Figure 26 shows the same layer as the previous map with the densities of FTA defined transit disadvantaged persons, but this map is limited to the city boundaries. Overlaid with this layer is the quarter- and half-mile walksheds for B Metro based on their current transit stops. The walkshed measures how far an average person could comfortably walk. The majority of the City's high-density areas are covered by both walksheds, including many major corridors.



Pictured: B Metro Stop

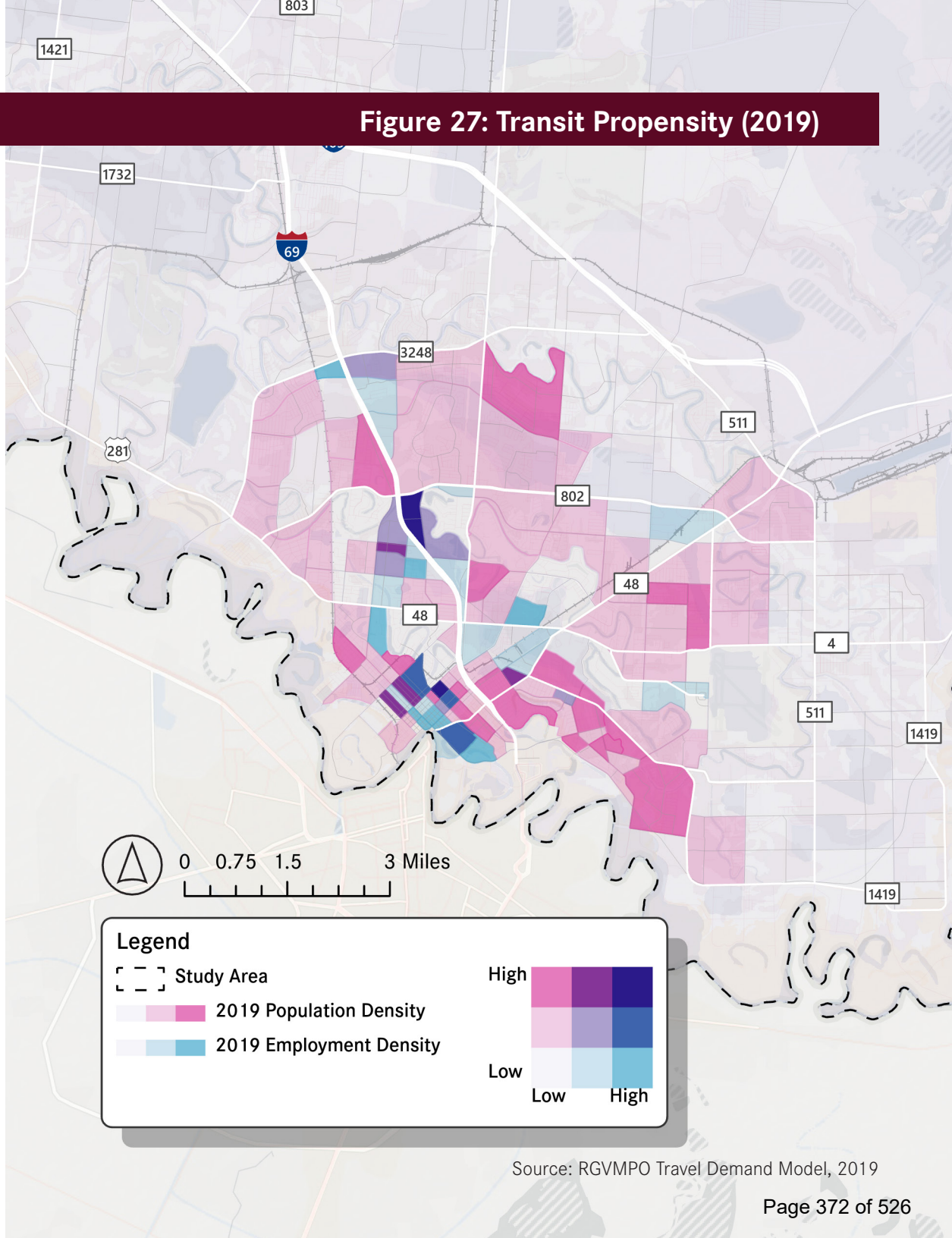
Transit Potential

In addition to identifying areas with high densities of transit-reliant subpopulations, areas of high population and employment densities were evaluated. These areas can support transit services and show transit potential; moreover, they represent areas where services could increase connectivity to jobs and population centers.

Transit Propensity

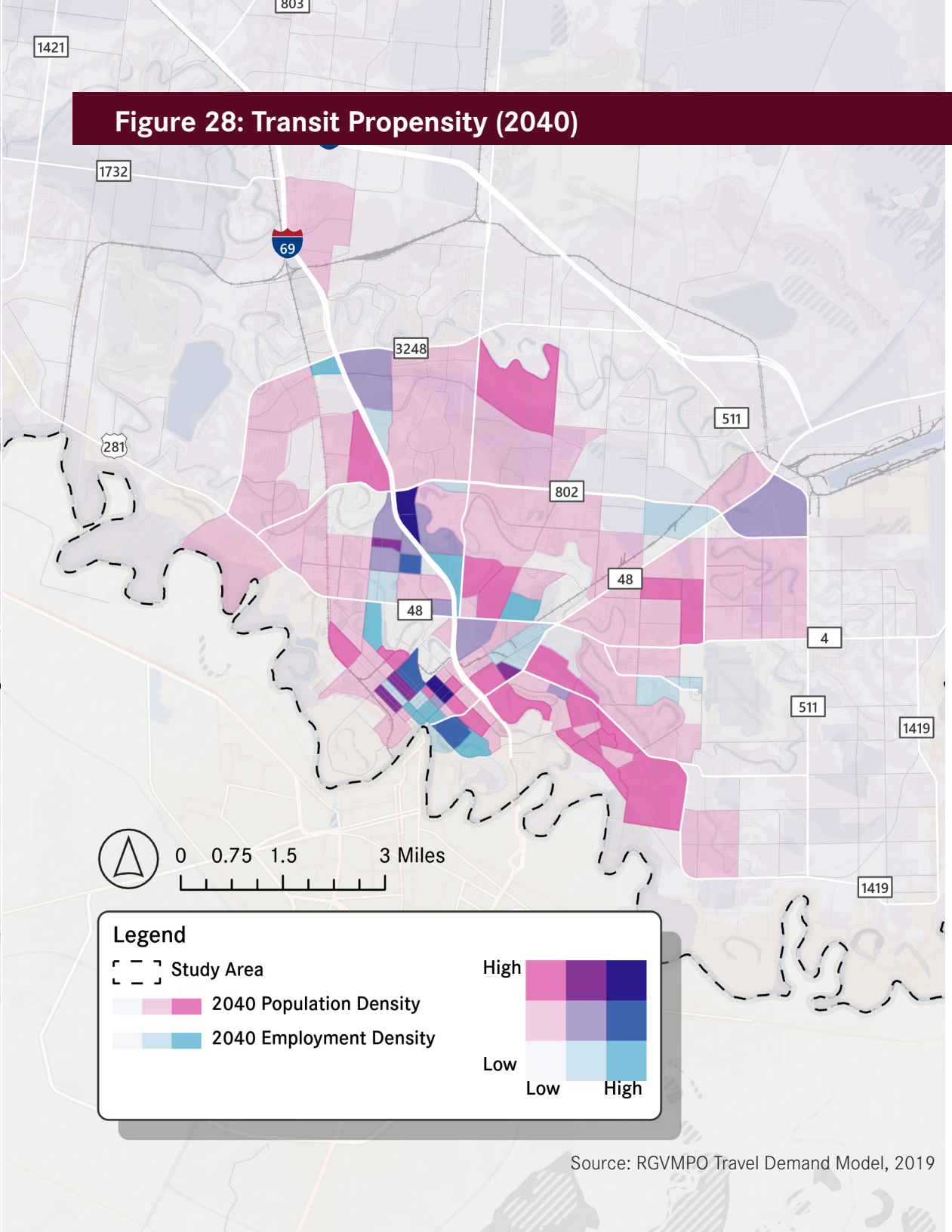
To identify areas of high transit propensity, both population and employment density were reviewed at the transportation analysis zone (TAZ) level for 2019 and 2040, based on data from the traffic demand model developed for the Lower Rio Grande Valley Metropolitan Planning Organization. In Brownsville for the year 2019, the highest densities of both population and employment are seen within the historic downtown area, as well as along Interstate 69 going northwest from downtown and Southmost Boulevard going southeast from downtown (Figure 27). The Southmost Boulevard corridor primarily shows high population density, while along Interstate 69, both high employment and population densities are seen. The downtown area shows a mix of high employment and high population densities.

Figure 27: Transit Propensity (2019)



Source: RGVMPO Travel Demand Model, 2019

Figure 28: Transit Propensity (2040)



Source: RGVMPO Travel Demand Model, 2019

The 2040 transit propensity map displays forecasted changes over a 20-year period using the RGVMPO travel demand model, adding new areas of population and employment density moving outward from the downtown area.

Figure 28 displays the same indicators as Figure 27, but for 2040. Many of the same areas of high population and employment density area seen, but in 2040 they are a handful more areas with medium population concentration such as south of Military Road near Alton Gloor Boulevard and along North Indiana Avenue near Ruben M Torres Boulevard.



Pictured: B Metro Bus at La Plaza Bus Terminal

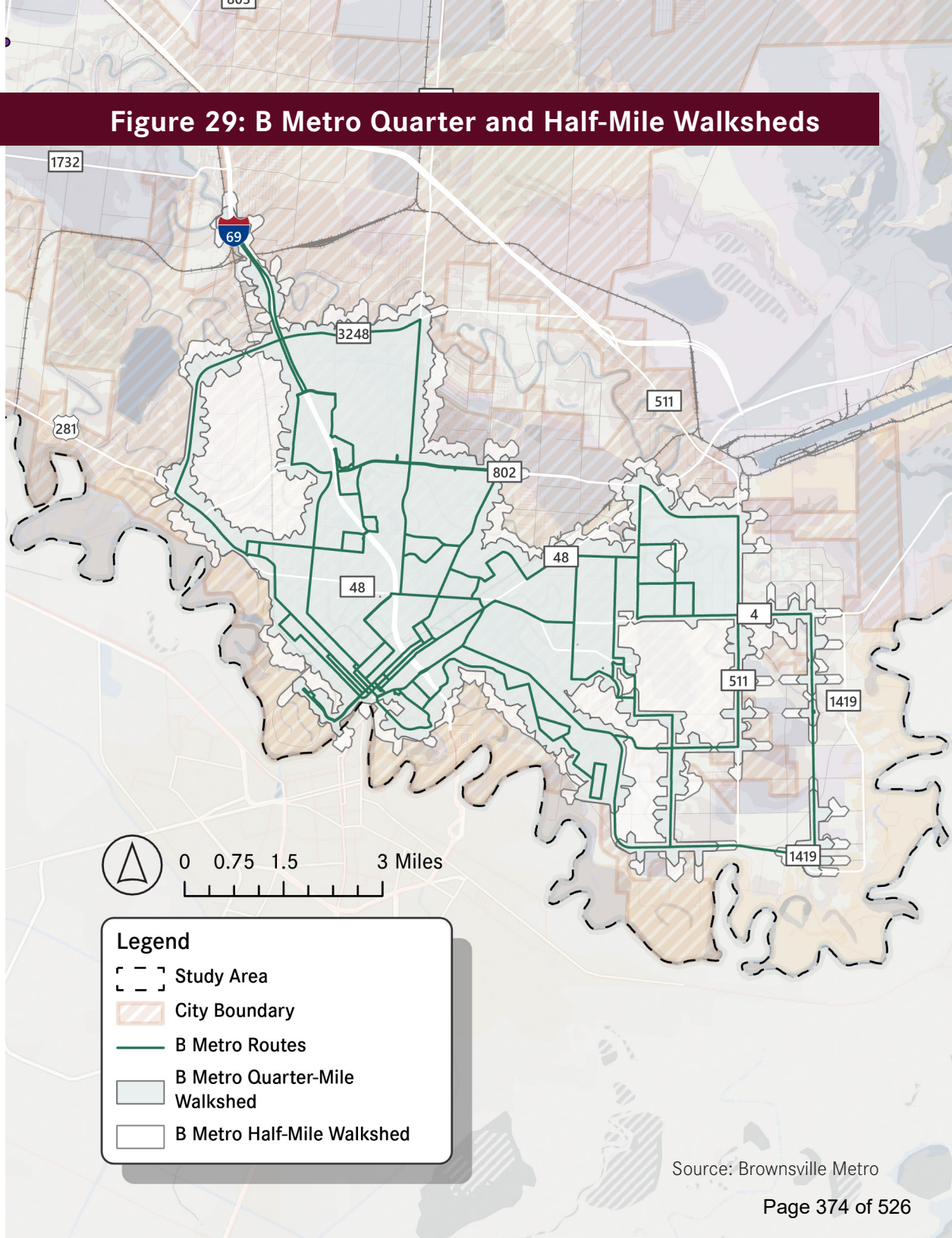
Walkshed Analysis

A walkshed represents the area surrounding a place that people can walk to or from within a set distance or time. Understanding the walkshed helps Brownsville identify the ability of people to walk to key destinations and areas for consideration for improvement. To assess the availability of B Metro service for residents, the project team developed walksheds based on quarter-mile and half-mile walking distances from B Metro stops. Results of this mapping analysis are seen in Figure 29.

Table 9 includes the 2019 estimates for population and employment served by the B Metro quarter- and half-mile walksheds. The table also includes population and employments 5-year estimates from the 2019 American Community Survey.

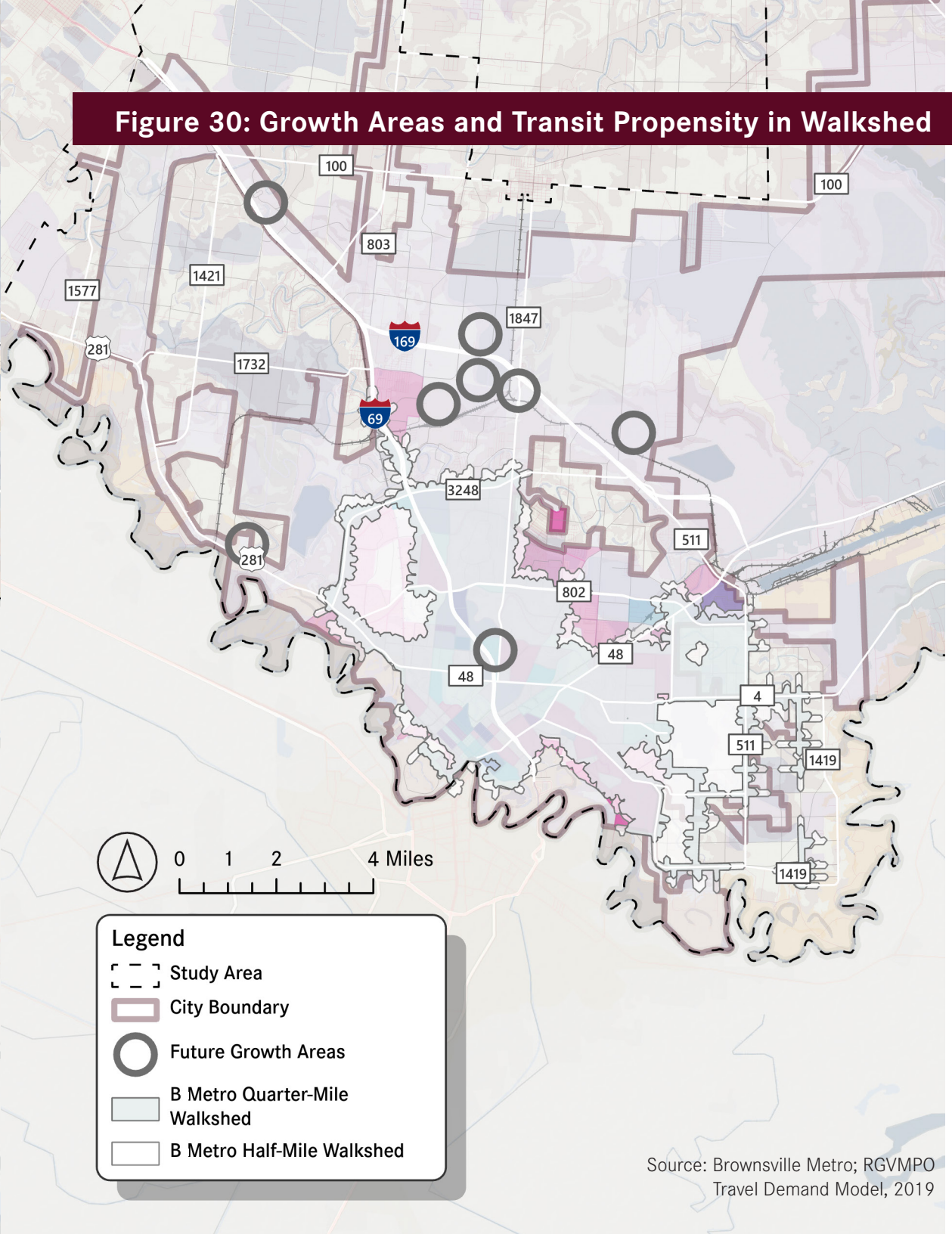
To develop population and employment estimates for the walkshed coverage areas, the walksheds were overlaid with data from the RGVMPO regional travel demand model (TDM). Data from the 2019 RGVMPO TDM is the most recently available data. A half-mile walkshed only covers about 50 percent of the total land area; however, due to clustered development, about 85 percent of the population can find a stop within a half-mile of their home.

Figure 29: B Metro Quarter and Half-Mile Walksheds



Source: Brownsville Metro

Figure 30: Growth Areas and Transit Propensity in Walkshed



Source: Brownsville Metro; RGVMPO Travel Demand Model, 2019

Table 9: Population within Transit Walksheds

	Pop (2019)	Emp (2019)
City of Brownsville	185,849	75,472
Population within quarter-mile walkshed of B Metro stops	139,165	62,066
% Within quarter-mile walkshed of B Metro stops	75%	82%
Population within half-mile walkshed of B Metro stops	176,127	65,997
% Within half-mile walkshed of B Metro stops	95%	87%

Source: RGVMPO TDM 2019

Future Growth Areas

The project team identified areas that may see a high amount of employment and population growth between 2019 and 2040, including areas expecting development as identified by project stakeholders. Special consideration should be given to these areas to ensure that future residents' and employees' transit needs are met.

Figure 30 combines the quarter- and half-mile walksheds with the 2040 propensity map, along with the future growth areas. Much of the future growth identified by stakeholders is occurring outside of the current walkshed, and special attention should be given to these areas in the future.

Figure 31: Existing Key Destinations within Walkshed

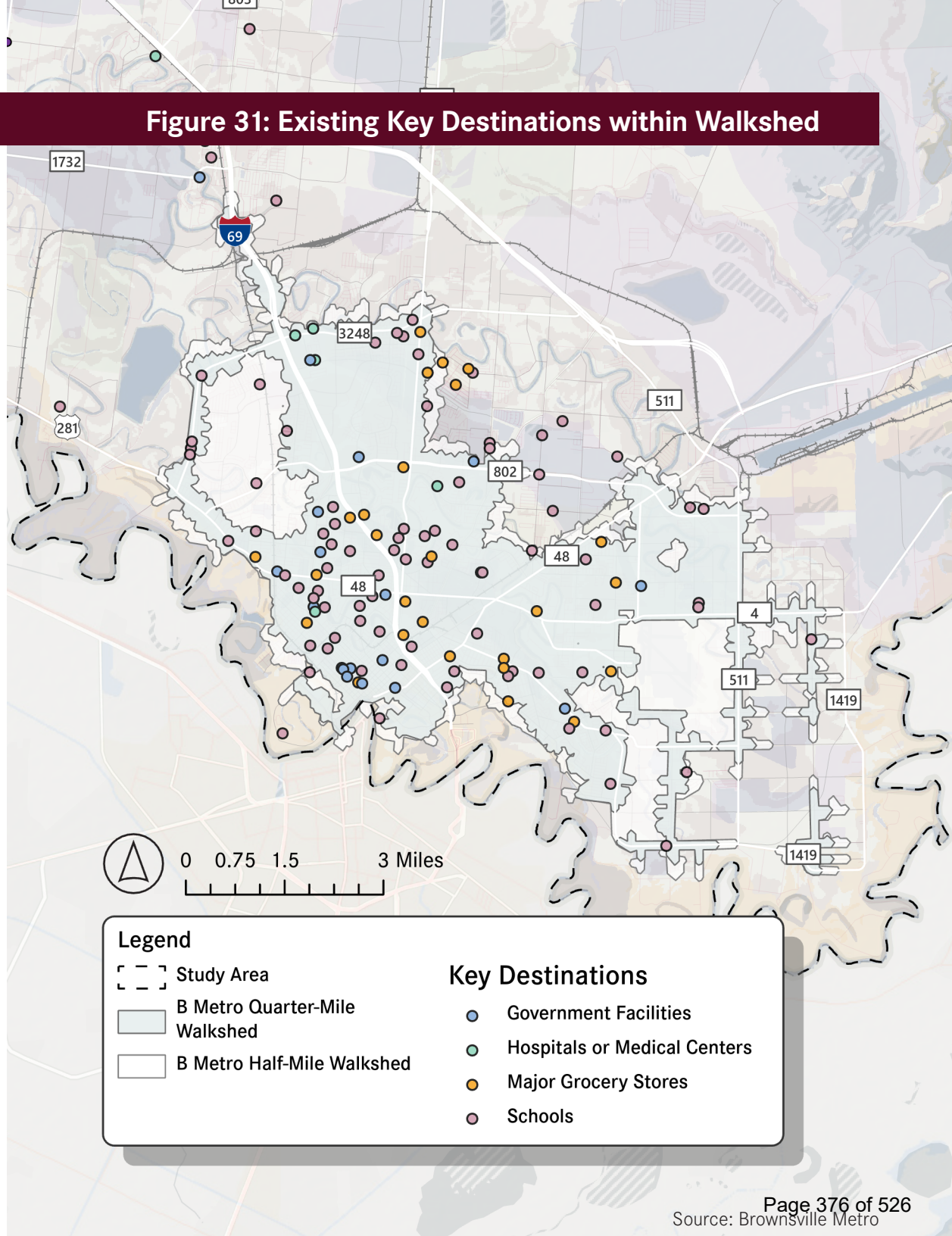
Key Destinations

Locations that are frequently visited by transit passengers are considered key destinations. These locations provide goods and services necessary for daily life; accessibility to these destinations is critical for those who rely on public transportation.

Existing key destinations were identified and highlight key community resources and services for residents. Access to the following destinations was considered to assess the overall connectivity of existing and future route recommendations (Figure 31):

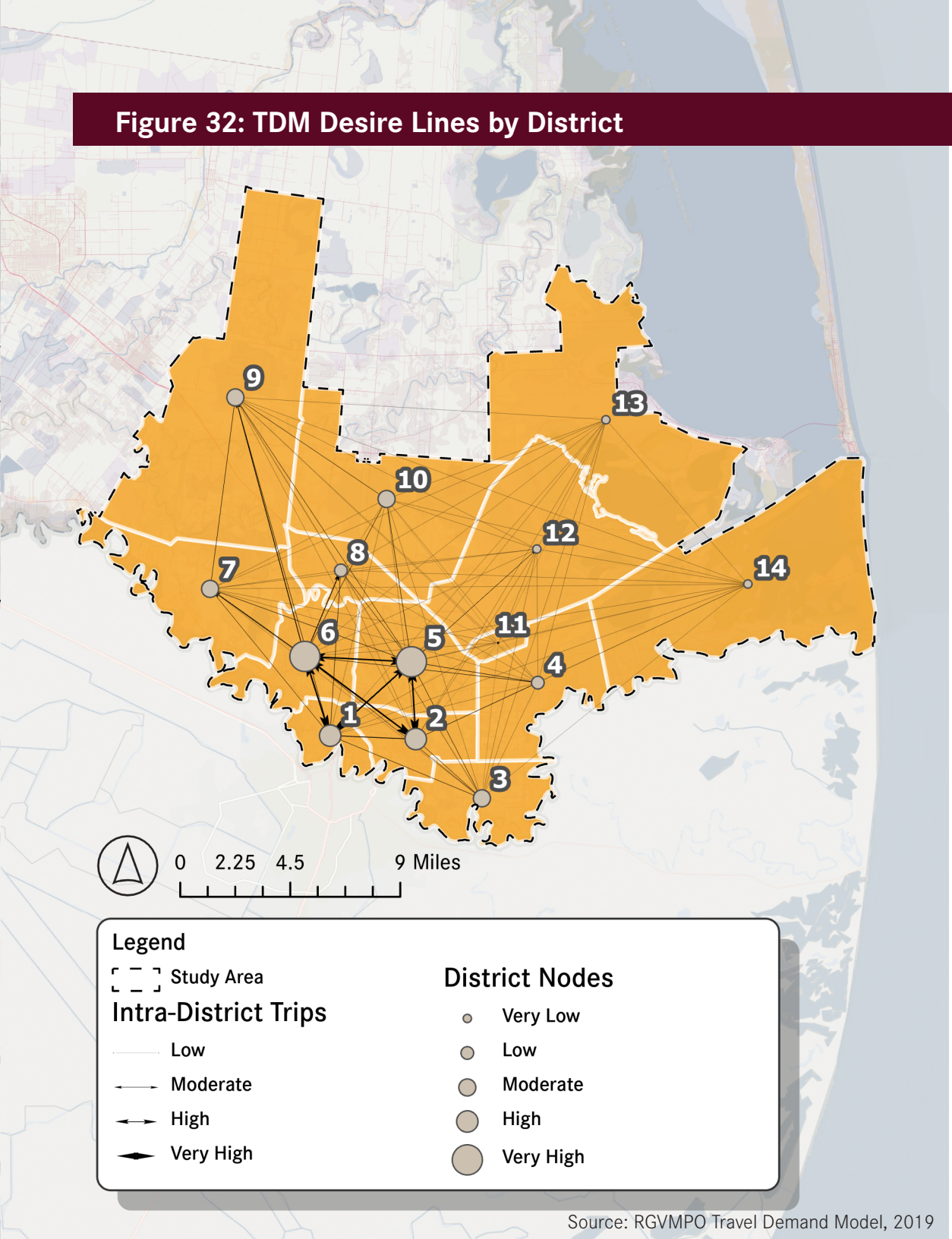
- Government Facilities
- Hospitals or Medical Centers
- Major Grocery Stores
- Schools

The study area contains 160 key destinations. Of those destinations, 73% are within a half-mile walkshed of existing B Metro bus stops. B Metro stops can be divided into boarding and alighting stops. The half-mile walkshed for boarding stops covers 61% of key destinations (Figure 31), and the walkshed for alighting stops covers 71%. Key destination concentrations are located downtown and along Central Boulevard, as well as disbursed throughout central Brownsville.



Source: Brownsville Metro

Figure 32: TDM Desire Lines by District



Source: RGVMPO Travel Demand Model, 2019

Desire Line Analysis

To identify potential ridership capture within the study area, a desire lines map was developed using data from the regional travel demand model. Transportation analysis zones (TAZs) were grouped into "districts" based on similar land use characteristics as well as natural and artificial boundaries. Figure 32 shows total trips within 14 TAZ districts, as well as interzonal trips. The district with the highest interzonal trips was district six, followed by districts five, one, and two. District six had a total of just over 52,000 trips; district five had over 41,000 trips; district one and two had over 15,000 trips. This could be due to the fact that district six contains a strip mall, a golf center, a hospital, and schools. District five contains schools, parks, restaurants, and stores. District two contains Brownsville South Padre Island International Airport while district one covers downtown.

Figure 32 also shows the travel demand model desire lines presented by district. Nodes 1, 2, 5, and 6 show the highest level of trips. Trips between districts 1 and 6, 5 and 6, 2 and 6, 2 and 5, 1 and 5 are of particular note. District 1 is where downtown is located, and district 2 is home to the airport. Major trip generators in district 5 include shopping, schools, and parks, and district 6 has similar generators with the addition of a hospital and golf course.

Key Findings

The City's existing plan documents emphasize connectivity, safety, innovation, sustainability, and an awareness of future developments. These themes are seen from both the City and the community as a whole.

People and employment are both concentrated at the center of Brownsville with additional growth to the Northwest and Southeast.

The most socially vulnerable populations in Brownsville are at the core of the City but, a cluster of vulnerable populations is located further North in the more rural areas.

The existing transportation infrastructure, especially active transit infrastructure, is concentrated at the core of the City with sparse development in the rural community.

Demographic analysis shows a high need and propensity for non-single occupancy mobility options such as transit and rideshare programs.

The region's projected population and employment growth show an increase in demand for regional transportation infrastructure and/or mobility solutions.

The City's geographic location is a strategic asset for freight movement and economic growth.



Emerging Mobility Innovation

4

Introduction

Following the construction of international space development company SpaceX's permanent launch site, development of a city-wide fiber optic network, and the relocation of several emerging mobility innovation companies, the City of Brownsville has a fresh opportunity to build a more economically vibrant and mobile future for citizens. By capitalizing on the innovative nature of these companies and initiatives, the City is in a unique position to build a transportation system marked by groundbreaking, forward-thinking concepts that stands out among cities of similar size. Further, advancements in technology continue to alter transportation infrastructure in cities throughout the world; those with the most up-to-date approach to the integration of new technology into traditional mobility systems will have a greater competitive economic advantage compared to others. At their core, these technologies can be used as a tool to leverage improvements in quality of life, transportation, and the local economy while encouraging the City's long-term success.

In this chapter, the project team presents future emerging trends at three levels: macro, meso, and micro. More specifically, trends in space travel, urban air mobility, and smart mobility technology provide the City with an opportunity to introduce new travel modes and traffic management interventions into existing planning efforts to improve local citizen mobility at these three scales. Each emerging trend described is supported by background research, the current state of the industry, challenges in implementation, and policy recommendations for consideration.

As the City prepares to embark on a long-term mobility strategy, these emerging trends have the potential to determine Brownsville's place as a testing ground for innovation, mobility, and forward-thinking economic growth. Moreover, the recommendations that follow form a critical component of the BTX Mobility Plan.

Space Travel

The United States has a rich history of space exploration and rocket development. While the industry was previously spearheaded by government research and development organizations, private companies began to invest in space travel in recent decades. Moreover, investment in space exploration extends beyond "space tourism." The private sector now makes up a large share of the industry and serves as a leader in the field. As private firms, such as SpaceX, continue to pioneer private space exploration and technological development, Brownsville is uniquely situated to serve as a growing economic and resource hub for the aerospace industry in the United States. A brief history of the space industry as it relates to the South Texas region is displayed in Table 10.

Space Industry in South Texas

With the recent arrival of the Space Exportation Technologies Corporation (SpaceX) in Brownsville, the City has developed a burgeoning space industry that continues to grow with private, local, regional, and state investments. Headquartered in Hawthorne, CA, SpaceX is an American space exploration company that manufactures space vehicles and provides space transportation services, in addition to the provision of communications services. As a leading firm in the private space industry, SpaceX designs and manufactures spacecrafts for NASA, commercial consumers, and the United States military. Moreover, the company, founded in 2002, earns nearly $2 billion in annual revenue.

In September of 2014, SpaceX broke ground on a spaceport launch site and testing facility in Boca Chica, about 20 miles east of the City of Brownsville. To attract the company to develop their launch site in Texas, the state legislature offered SpaceX more than $15 million in incentives to select Texas and concurrently passed a bill to enable operation on state beaches. Additionally, both the City of Brownsville and Cameron

County provided economic incentives to lure the company into the region. Following negotiations and build out, the first SpaceX launch from the Boca Chica launchpad was conducted in July of 2019.

Geographic Advantages

The Boca Chica SpaceX launch site, also known as Starbase, has several geographic advantages over historic space industry launch sites like the Cape Canaveral site in Florida. At 26 degrees latitude, Boca Chica is closer to the equator, which allows spacecrafts to carry slightly heavier payloads with the aid of extra velocity imparted by the rotation of the Earth (Eleazer, 2014). This additional capacity has the potential to allow spacecrafts to carry additional supplies and/or fuel for future missions.

Additionally, Boca Chica's rural location along the Gulf of Mexico alleviates some safety concerns regarding human and community exposure to rocket failure found at other launch sites in the country.

Beyond locational variables, weather is often a cause of delays for spacecraft launches, as it can negatively impact vehicle aerial balance and cause structural damage to company vehicles. Further, changes in weather can also impact safety analyses and real-time monitoring. Typical weather conditions in Boca Chica and the surrounding region appear to be more favorable than other launch sites, such as Cape Canaveral, in some respects. Lower chances of afternoon thunderstorms during summer months, as well as a less corrosive salt-air environment, promote lower maintenance costs and less launch delays overall.

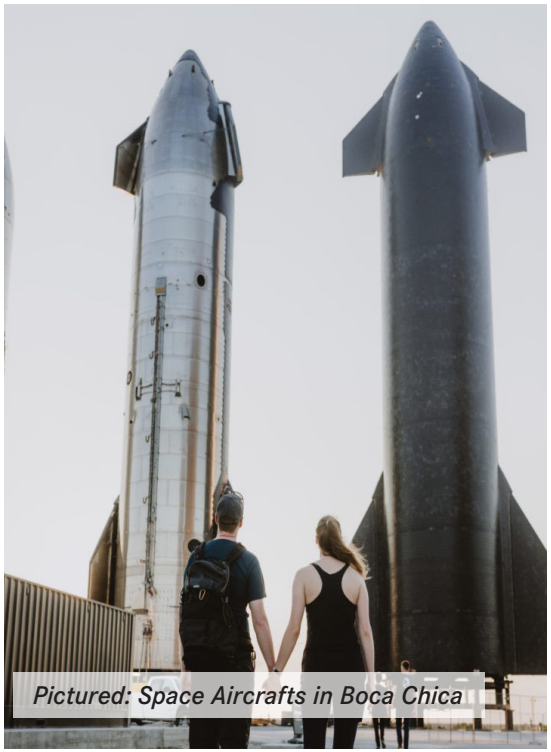
Table 10: Space Travel History and Brownsville

Year(s)	Event
1915	The National Advisory Committee for Aeronautics (NACA) was founded to undertake, promote, and institutionalize aeronautical research.
1920	Purpose of NACA expands to promote both military and civilian aviation through applied research, looking beyond current needs.
1958	The National Aeronautics and Space Administration (NASA) and the Federal Aviation Administration (FAA) were established. NASA is responsible for civil research and development; whereas, the FAA operates and regulates the commercial space transportation industry.
1970s	NASA served as the only provider of space launch services to the Western world. Private companies and foreign government that purchased communication satellites had to contract with NASA to launch payloads.
2002	Space Exploration Technologies Corporation (SpaceX) was founded by Elon Musk in Hawthorne, CA.
2012	SpaceX becomes the first private firm to send a cargo ship to the International Space Station.
2014	SpaceX announced their Texas launch site in August and breaks ground at their Boca Chica, TX facility (Starbase) later that fall.
2019	SpaceX conducts first suborbital launches from the Boca Chica Starbase.
2022	SpaceX announces 2022 plans for launches of Starship and activity at the Boca Chica Starbase site.

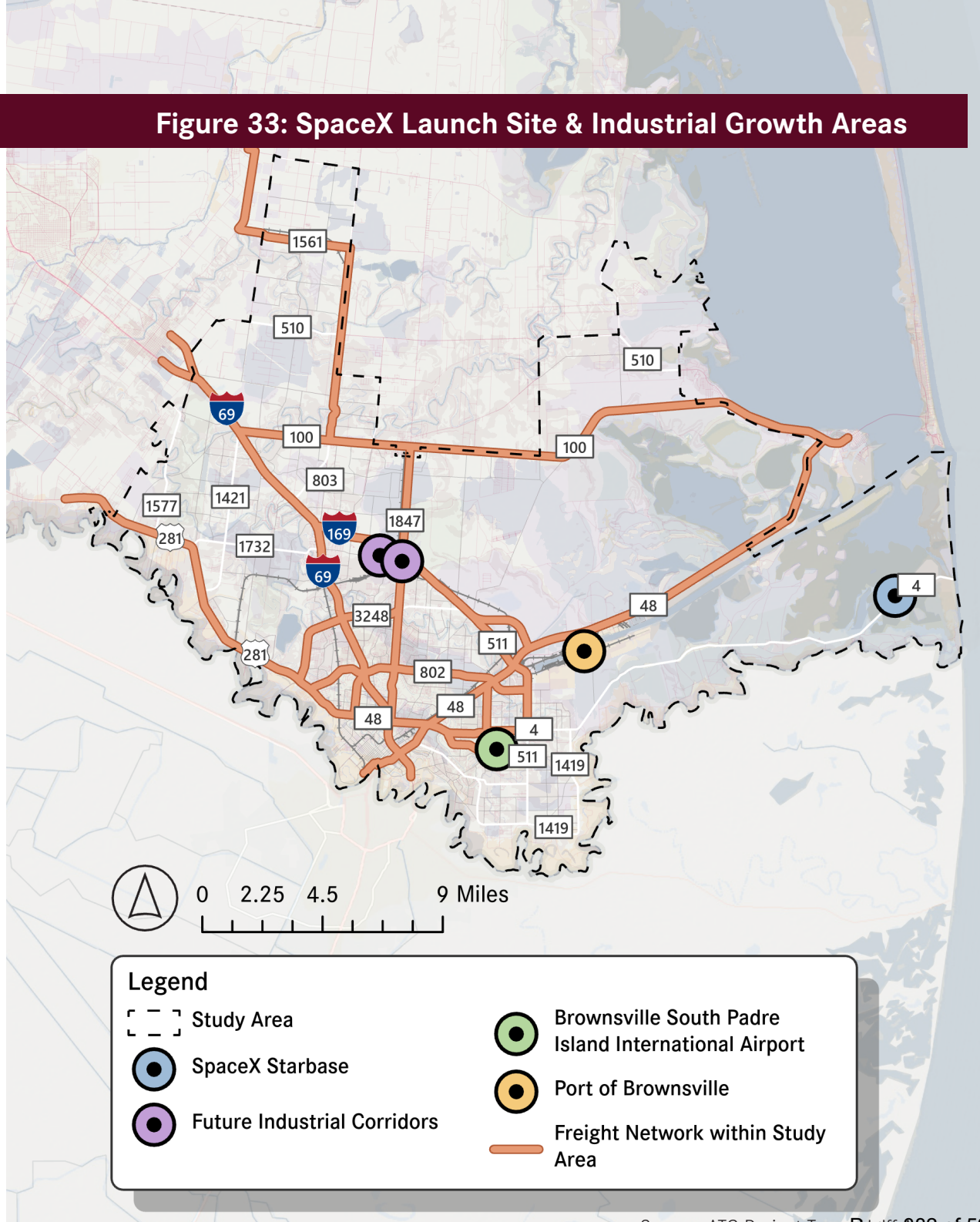
Source: ATG Project Team, Halff Analysis

Figure 33: SpaceX Launch Site & Industrial Growth Areas

Finally, Brownsville also serves as a major port and point of trade between the United States, Mexico, and South America. The existing concentration of freight transportation infrastructure (i.e., interstate system, rail, ports) can provide SpaceX and future space industry firms with an advantageous means of transporting people, supplies, and other necessary items to support testing facilities and launch sites, having the potential to solidify the City's place in the global supply chain for space manufacturers.



Pictured: Space Aircrafts in Boca Chica



Source: ATG Project Team, Page Analysis

Space Industry Opportunities

As an emerging industry, space exploration and travel companies have been growing in number and value. Moreover, the Space Foundation, a nonprofit aimed at "offering a gateway to education, information and collaboration for space exploration and space-inspired industries," found that the global space economy rose to a value of $447 billion in 2020, continuing a 5-year upward trend in growth. Additionally, Morgan Stanley, a global leader in financial services, projected that the space industry could be valued at over $1 trillion by 2040. Current industry growth and innovation continue to drive technological improvements and investment for satellite launches, a private sector space race, and potential space tourism.

Economic Development

As the City of Brownsville continues to see investments from SpaceX and other emerging space technology companies, creatively packaged local and regional investments and incentives for the space industry are poised to provide greater economic growth for the region. Currently, the City has several organizations working to promote space industry growth: the Brownsville Community Improvement Corporation (BCIC); the Greater Brownsville Incentives Corporation (GBIC); and the University of Texas Rio Grande Valley STARGATE Technology Center, among others. Collectively, these organizations aim to promote space and technology innovation while providing businesses, local students, and residents with opportunities for growth.

Employment

Currently, SpaceX has plans to develop the Boca Chica area into a more significant space launch site by expanding capacity for larger rockets. Moreover, the company invested $1,000,000 to improve the site it has leased at the Brownsville Aerospace Industrial Park. As SpaceX continues to expand its operations in Boca Chica and the Brownsville area, it has become the city's largest private employer with over 2,000 employees and an estimated gross economic output of over $885 million for Cameron County.

Space Tourism

As the space industry continues to expand in Brownsville, space tourism will become an area of interest for the city. A SpaceX-led tourism boom could bring a significant number of visitors to the Brownsville area, considering individual launches at Cape Canaveral in Florida attract 40,000 visitors on average. However, additional investment in transportation infrastructure, facilities, and amenities would be needed to support an increase in tourism at the Boca Chica site. SpaceX is also anticipating space tourism growth, and the City of Brownsville stands to benefit from the increase in visitors to the area with the firm's plans to develop a luxury spaceport resort to fuel future growth.

Space Industry Challenges

Environmental Concerns & Regulatory Challenges

SpaceX planned to launch up to fifty-two missions in 2022. Specifically, the company planned to launch their Falcon Heavy and Starship rockets, both which are far more powerful than current permits allow. Moreover, the FAA delayed decisions on environmental approval for SpaceX multiple times, stating that the company had revised its application too often. Additionally, the U.S. Army Corp of Engineers closed a permit application for the proposed expansion of SpaceX's Boca Chica facility in April 2022. These setbacks have the potential delay planned launches from the Boca

Chica site and can limit the leveraging of associated economic growth. As of June 2022, SpaceX had received FAA environmental approval for launches, but the company will now need to implement environmental mitigation measures specified by the FAA and receive a launch license before it can move forward with Starship/Super Heavy launch attempts.

In addition to environmental review considerations, there are air traffic concerns that include safety and aircraft re-routing that are managed by multiple domestic and international control centers, such as the FAA Houston Air Route Traffic Control Center and Mexico's Secretariat of Communications and Transportation. Coordinating routes and flights around the spaceport will be an important task moving forward.

Policy Recommendations

As the space industry continues to develop in Brownsville, developing economic and social relationships with emerging space and space-related companies in the City can help Brownsville establish itself as a space industry hub like Cape Canaveral, FL and Houston, TX. Furthermore, prioritizing investments around the freight mobility system can help to attract additional companies in the global space industry supply chain. As a result, the focused investment could help solidify Brownsville's place in this increasingly valuable industry.

Promote Brownsville as a Space Industry Hub

Brownsville has the potential for significant economic growth with the emergence of the space industry in the region. The establishment of SpaceX facilities in Boca Chica and the growth of space industry connections and resources in Brownsville could attract other space companies to the area. Blue Origin and the United Launch Alliance currently have facilities and/or operations in Texas, and Brownsville could become a future hub for private and public space exploration and industry growth. To further promote the City and region as a hub for this burgeoning industry, officials should consider prioritizing connectivity of locally planned industrial parks and SpaceX's Starbase to the existing freight mobility network. Through increased connectivity, potential companies will have greater incentive to locate in the City as manufacturing contractors for space exploration companies.

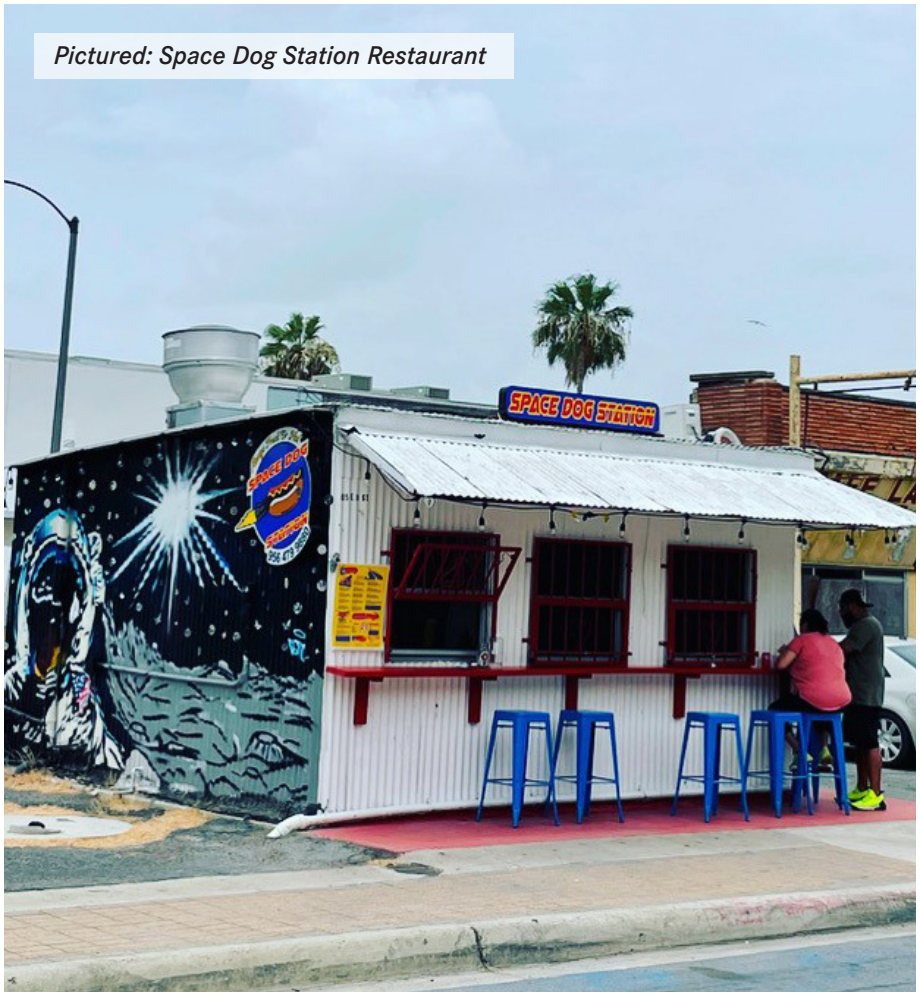
Foster Space Industry Workforce Development

In addition to increased freight connectivity, current partnerships between SpaceX and local organizations and agencies have created greater access to educational and workforce resources for both the Brownsville community and the space industry. Examples include the University of Texas Rio Grande Valley STARGATE Technology Center and the multitude of citywide firms and organizations, including Texas Southmost College, that aim to attract and expand the space industry in Brownsville and Cameron County. Moving forward, the city should continue to develop relationships between community organizations, universities, and the space industry to leverage the greatest economic impact. Public corporations/higher education institutions (UTRGV) such as the GBIC, BCIC, and others should continue to develop programs and policies that promote space education, development, and infrastructure improvements in Brownsville.

Planning, Coordination, and Public Engagement

Finally, the Brownsville Emerging Mobility Taskforce, described further in this chapter, could be tasked with initiating collaboration between the public, private space firms, local businesses, and other stakeholders to ensure equitable development and complete access to opportunities.

Transportation and city infrastructure improvements will be necessary to support continued population and economic growth as SpaceX and other potential firms draw employees to the region. To ensure investments are equitably distributed to improve the lives of all citizens in Brownsville, increased coordination will be critical.



Pictured: Space Dog Station Restaurant

Advanced Air Mobility

Where space exploration represents mobility innovation at the highest scale possible, the City also has an opportunity to capitalize on recent investments in system-wide changes for urban mobility. The movement of people and goods by air systems, also known as advanced air mobility, is not as far away as many might think. Moreover, the National Aeronautics and Space Administration's (NASA) Advanced Air Mobility (AAM) project supports "emerging aviation markets to safely develop an air transportation system that moves people and cargo between places previously not served or underserved by aviation – local, regional, intraregional, or urban – using revolutionary new aircrafts that are only just now becoming possible." Further, proponents of the concept envision an aviation transportation system that uses lighter, quieter, and more affordable aircrafts to transport people and cargo at lower altitudes within densely populated urban areas and beyond high-density urban centers as part of a multimodal transportation system. Though the concept of transporting people and goods by aircraft is not new, AAM systems involve many smaller aircrafts transporting more people or goods and through more transportation trips and distances than traditional aircrafts.

AAM Technology

The typical AAM vehicle under development takes off vertically like a helicopter yet fly horizontally like traditional airplanes. Most of these aircrafts may be powered by hybrid electric systems, electric batteries or hydrogen fuel cells, though research is fast and ongoing on different vehicle propulsion technologies.

AAM aircrafts would land on vertiports and vertistops which could be located across a city for urban aircrafts, much like a helicopter's associated heliport and helipad. According to the Federal Aviation

Administration (FAA), a vertiport is an area of land or a structure, used or intended to be used, for electric, hydrogen, and hybrid landings and takeoffs and includes all associated buildings and facilities. Like a vertiport, a vertistop is a landing area, except that no charging, fueling, defueling, maintenance, repairs, or storage of aircrafts are typically included or permitted by regulation.

Most developers plan to fly their aircraft with onboard pilots, initially, before transitioning to autonomous flight as technology and regulatory frameworks improve. A target date of transition to autonomous flight has not been determined; however, research suggests the transition would occur at least a decade after basic AAM deployment. Successful autonomous flight will depend on a multitude of factors, including advancement in technology, regulatory framework at the federal and state levels, safety and security, and a general acceptance of AAM technology by the public. It should be noted that these factors are also important for integration of piloted aircrafts into existing transportation networks.

AAM Opportunities

The most likely development of AAM traffic in the near future could involve last-mile cargo delivery. Commercial drone delivery of goods, products, and packages through unmanned small drones by air instead of trucks on the ground has been piloted by various companies both nationally and internationally including Wing, Zipline, UPS, Boeing, DHL, and Amazon.

One example is Alphabet Inc.'s Wing services in Dallas-Fort Worth, TX and Christiansburg, VA. This is the first commercial autonomous drone delivery service in the country that offers delivery of snacks and healthcare products to certain neighborhoods and select customers who live within about four miles of Wing's "Nest" locations. Wing's current partners in Dallas-Fort Worth include Walgreens, Blue Bell, Texas Health, and Easyvet. The service aims to increase access to goods, reduce traffic congestion in cities, and help ease the CO2 emissions attributable to the transportation of goods.

Similarly, Amazon Inc.'s Prime Air was scheduled to deploy in late 2022 in Lockeford, CA. Moreover, customers in that market will soon see Prime Air-eligible items on Amazon. Once an order is placed, customers will receive an estimated arrival time with a link for live status tracking. The drone will fly to the designated delivery location, descend upon the customer's backyard, and hover at a safe height before releasing the package and rising back up in altitude. Prime Air is one of only three drone-delivery companies that has gone through the rigorous process to earn an FAA air carrier certificate required to operate drones with advanced capabilities.

AAM in Texas

In 2021, the Texas Legislature passed a bill establishing the Urban Air Mobility Advisory Committee with the purpose of assessing current state law and any changes needed to develop a functional advanced air mobility system throughout the state. Meeting over the course of a year, the committee released preliminary recommendations in Fall 2022; moreover, a major finding of the committee is to continue meeting to further refine recommendations as technology changes. The committee's report focuses on four major areas: Technology, Airspace and Infrastructure, Safety and Security, and Commerce and Community Integration. While regulations pertaining to AAM deployment will largely be crafted and administered at the state level to ensure consistency between jurisdictions, the report presents several areas where cities and counties will serve critical roles:

- Land Use and Zoning – regulations pertaining to the location of vertiports and vertistops like zoning districts, multimodal connectivity, buffers from residential zones, height limits, as well as

environmental and traffic impact assessments

- Noise Regulations – regulations to limit noise from AAM operations encroaching onto neighboring, sensitive land uses
- Energy Infrastructure – coordination and partnership with energy delivery utilities to ensure adequate supply for operation
- Airspace Highway Designations – although FAA has full authority over air traffic control, local jurisdictions can lease airspace over locally owned highways to limit potential privacy concerns due to operations over private property
- Safety – safety training and assistance to emergency operations, law enforcement and fire services associated with AAM operations

To develop regulations pertaining to the above areas, the committee has recommended future technical assistance programs to specifically assist local jurisdictions. Further, because the technology associated with AAM changes frequently, the state plans to develop "sandbox" areas, both digital and physical, where firms can test operations before adoption of large-scale, consistent regulatory frameworks. As a hub for emerging mobility firms, Brownsville has a unique opportunity in the state to serve as a testing ground for AAM technology.

Local jurisdictions will be critical in shaping UAM regulations pertaining to zoning, noise, energy delivery, airspace, highways, and safety.

AAM Challenges

Overcoming challenges to integration AAM operations into the local infrastructure network will key to successful implementation. The following sections address these challenges.

Public Acceptance

According to a Deloitte survey, consumers have serious concerns regarding their safety and security when it comes to autonomous aircrafts. Though seen as a viable solution to roadway congestion, people may believe these vehicles are not safe. Consumer apprehension and skepticism around the safety of self-driving cars is high, let alone when those cars leave the ground and compete for airspace with recreational drones, package delivery drones, and larger autonomous aerial cargo vehicles, as well as existing infrastructure. As such, public acceptance will be one of the major hurdles to overcome to address these concerns about safety. Furthermore, trust in automated or remotely piloted systems will be key to the success of the new industry.

Government Regulation and Coordination

NASA, the FAA, and the Texas Department of Transportation (TxDOT) are working together to develop rules and regulations concerning the development, deployment, and operations of AAM systems. These systems will initially be manned, but the FAA anticipates a future where urban air mobility (UAM) "UAM corridors" (Figure 34) form a complex, high-volume network through which aircrafts will fly autonomously without direct involvement from air traffic control (ATC).

The U.S. House of Representatives recently passed the Advanced Air Mobility Coordination and Leadership Act to promote the advancement of the entire industry. NASA is responsible for civil research and development related to the air and space industry. The agency is currently

Souce: Adapted from FAA

Figure 34: UAM, UTM, and ATM Operating Environments



leading the AAM National Campaign series with a goal "to promote public confidence and accelerate the realization of emerging aviation markets for passenger and cargo transportation in urban, suburban, rural, and regional environments." NASA collaborates closely with the FAA.

The FAA has the sole authority to regulate all "navigable airspace" in the country and exclusively determines the rules and requirements for its use, including the operation and regulation of commercial space travel.

The FAA provides air traffic control services over all U.S. territory and some international waters where the Civil Aviation Organization (CAO) has delegated authority to the FAA. The organization also identifies infrastructure design needs and standards for the emerging air transportation industry.

While NASA and the FAA are driving policy on the future of AAM operations, State governments are working with developers to create regulations and certifications, particularly concerning flight standards.

With plans to develop infrastructure and policy for AAM deployment, Brownsville can aim to become a leader in emerging mobility innovation.

The TxDOT Urban Air Mobility Advisory Committee is the airspace and infrastructure working group within the state of Texas.

As mentioned previously, the committee is working to assess current state law and identify potential amendments needed to facilitate the development of AAM operations and infrastructure in the state. The committee is also seeking to identify existing policy and permitting gaps in existing Texas law in relation to airspace and infrastructure to align with FAA regulations and policy. The committee is also tasked with fostering a competitive environment through involvement at the local level, including providing assistance with operations guidelines and zoning standards. Municipalities like Brownsville may not have to deal directly in AAM regulation but keeping abreast of the technology, its opportunities, and its drawbacks will be key to representing the interests of the local community and developing appropriate local guidelines and zoning standards.

Infrastructure & Energy

Due to the novelty of AAM technology, there is currently no infrastructure in place to safely accommodate take-off and landing of these aircrafts. Companies will need to make operational considerations such as approaches and departures, landings and takeoffs, passenger loading and unloading, security, charging and refueling. Vertiports will need to be located in places that help reduce congestion and provide equitable access to different passengers and types of cargo. Cities will further need to have a framework to guide land use decisions associated with development.

Most aircrafts will be electric or hybrid, which will increase demands on the already strained, centralized energy networks. Uncoupling aircraft energy sources from the grid (with the development of microgrids specific to vertiports) will be pivotal to the success of the new industry.

Policy Recommendations

As cities continue to grow and congestion on roadway networks worsen, AAM has garnered a lot of attention from the technology industry toward replacing first-mile/last-mile trips for passengers and freight. Worldwide, there are over 250 projects related to the design and prototyping of aircrafts, landing facilities, traffic operations management, and other infrastructure to support AAM. With Brownsville's unique position as a growing hub for mobility innovation, pilot projects may be able to launch in the region sooner than many areas, so it's critical to begin to introduce these ideas to the public and relevant stakeholders now.

Brownsville Emerging Mobility Taskforce

To capitalize on the emerging AAM industry and move towards future implementation, the City of Brownsville could benefit from the creation of a Brownsville Emerging Mobility Taskforce that is active, connected, and informed by:

- Participating in NASA's Advance Air Mobility Community Integration Working Group to better understand the role cities can play in in fostering community support for AAM and advancing its implementation
- Participating in TxDOT's Urban Air Mobility Advisory Committee meetings to understand what the state is doing to advance and support AAM and how to participate further
- Supporting FAA and TxDOT recommendations for implementation and integration of AAM into the city's multimodal transportation system
- Initiating conversations with the Rio Grande Valley Metropolitan Planning Organization (RGVMPO) to better gauge their support for future transportation modes such as AAM into existing funding programs and planning initiatives
- Investigating ways to leverage public-private partnerships for the development and deployment of AAM services and construction of vertiport infrastructure
- Collaborating with federal and state regulators to create robust traffic management system for autonomous aerial vehicles and integrate it into existing systems
- Collaborating with operators and manufacturers to maintain a zero-tolerance stance on safety

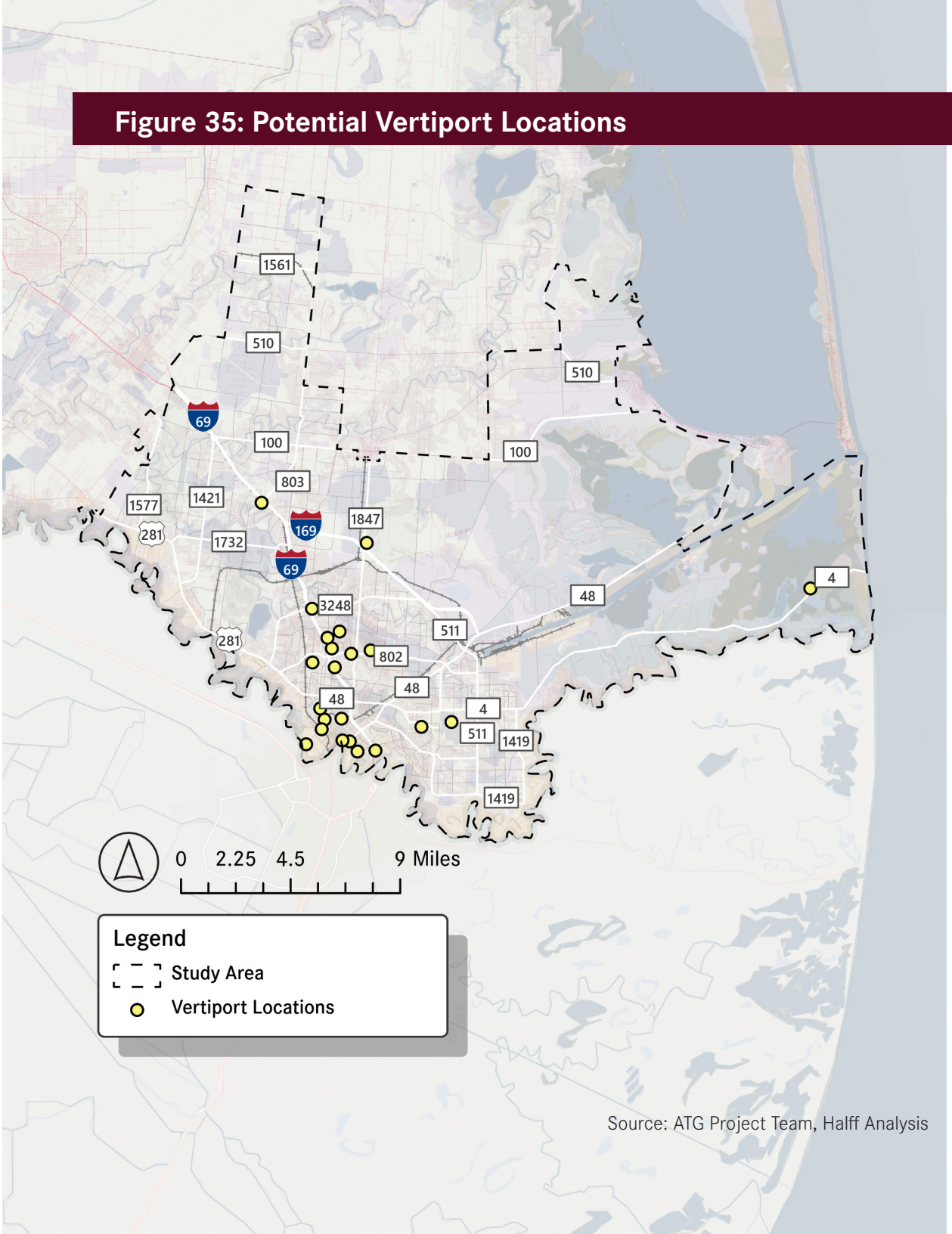
Land Use, Transportation, and Infrastructure Integration

In order to provide a superior door-to-door passenger experience, attractive AAM solutions should converge with other local mobility services and be fully integrated with traditional transportation networks, giving passengers seamless connections from their location to the departure hub and from the arrival hub to their destination. Connectivity to existing traditional transportation infrastructure will facilitate first-mile/last-mile transportation to and from the any future hubs.

Vertiport and vertistop locations should be nearby important pedestrian, bicycle, transit, and roadway infrastructure as well as other micro-mobility options. Furthermore, making these transitions convenient for the user will be important to further facilitate convergence of modes.

In Brownsville, take-off and landing locations will have to be strategically positioned at areas of interest and easily accessible for travelers. Connection to other mobility services as well as quick access to landing pads will be key to the success of AAM. Figure 35 identifies general locations within the City that may benefit by having nearby vertiports/stops. Though research pertinent to citywide systems is currently ongoing, the locations identified constitute major trip generators or areas that currently see high levels of activities and include BRO Airport, Columbia Valley Regional Heliport, Medical Centers, FedEx/

Figure 35: Potential Vertiport Locations



Source: ATG Project Team, Halff Analysis

UPS/USPS distribution centers, suburbs, existing heliports/helipads, the Mitte Cultural District, Texas Southmost College, two transit hubs located at Mexican-US border control, and commercial and retail nodes.

While research on vertiport locations does provide some guidance about size and design considerations, other transportation and location considerations need to be addressed to successfully incorporate AAM technologies into Brownsville's transportation system. As the City of Brownsville aims to incorporate emerging aviation transportation technologies into the transportation system, the City should look to optimize vertiport locations to best serve the community, employers, local businesses, and other stakeholders with a comprehensive analysis of infrastructure development (including vertiport location and microgrid development).


Pictured: Generic Package Drone

Legal and Regulatory

Today, one of the key challenges is the absence of a regulatory framework for the overall AAM network to develop. Currently, research is underway regarding policy, regulations, pilot certification, operations, and management of AAM. There is no dedicated body of law in place to govern operations. However, a comprehensive regulatory framework will be essential to guarantee the safety of people and private property. Presently, the AAM market is facing the following regulatory barriers:

- Regulations for beyond visual line of sight (for automated or remotely piloted aircrafts)
- Regulations for operations over people, streets, private property, etc. (for automated or remotely piloted aircrafts)
- Regulations for when air cargo is being carried commercially and across state lines
- Regulations for when passenger or patient is being transported in a AAM vehicle
- Regulations for flight in instrument conditions
- Regulations for airworthiness certification of remotely piloted and autonomous aircrafts (for automated airacrafts)
- Regulations for airworthiness, certification, and training of UAM pilots (for man operated aircrafts)
- Urban aircrafts certification to share public airspace
- Pilots certification and/or training requirements
- State and/or local laws that restrict drones

City leaders and the Brownsville Emerging Mobility Taskforce will need to work through legal, regulatory, and other policy challenges with state and federal partners to successfully implement AAM infrastructure into the local transportation system.



Pictured: Generic Drone Technology

Smart Mobility

Smart mobility refers to a conceptual strategy deriving from the popular urbanist idea of a "smart city" – a city that runs more smoothly using innovative technology and sophisticated data analysis. Cities that embrace "smart" technologies for mobility improvement can benefit from reduced fatalities, reduced congestion, and faster travel times. Moreover, the term 'smart" implies a wide range of innovative solutions to tailor a city to resident needs; although these interventions can be implemented on a system-wide scale, smart mobility transportation improvements are micro-level and aimed at intersections and other specific locations. Typically, in the case of smart mobility, adopters of this strategy utilize information and communication technologies (ICT) as applied to traffic signals, transit vehicles, parking, and other transportation infrastructure for more efficient, environmentally conscious, flexible, safer, and accessible modes of transportation. While the technology is currently able to be used for traffic management, implementation of data collection and communications technology throughout a city can prepare the system for introduction of autonomous vehicles. Other approaches to smart mobility can include electric vehicles, mobility as a service (Maas) applications for transit users and multimodal connections, and integration of land use changes to maximize implementation of smart mobility technology. This section focuses on traffic management solutions; additional study pertaining to land use, electric vehicle infrastructure, and MaaS should be conducted to develop Brownsville specific recommendations.

The City of Brownsville has an incredible opportunity to leverage recent projects and initiatives to emerge as a leader in the use and implementation of smart mobility technologies across the city's transportation network. Over the past decade, Brownsville has been identified as one of the least connected cities in the nation for broadband internet.

Broadband connections are those that exhibit download speeds of at least 25 megabits per second (Mbps). In response, the City has spent the last several years developing plans for a city-wide fiber optic internet system in partnership with private and public entities. Once complete, Brownsville will have constructed a city-owned middle mile network located downtown with last-mile connections made to every household by private partners. As a comparison to broadband, fiber networks generally exhibit speeds up to 1 gigabits per second (Gbps). As a potential backbone for future smart mobility technology implementation, the BTX Fiber network will provide the City with the infrastructure necessary to deploy as many of the below technologies as possible.

Intelligent Transport Systems (ITS) Technology

To effectively implement a technology forward system of mobility, it is essential to have Intelligent Transport Systems (ITS) in place. ITS allows for transportation information to be collected, recorded, analyzed, and communicated. ITS can improve the quality of timing, safety, maintenance, surveillance, and location services through wireless and traditional methods of communication. Further, ITS seeks to process and share information between vehicles and infrastructure for the betterment of the overall system. In order to use ITS technology for traffic management, there must be sustainable infrastructure (physical and digital) to support innovative mobility solutions. While the BTX Fiber network serves as the necessary digital infrastructure, additional capacity will be needed in City departments to collect, manage, analyze, and operate these technologies.

ITS Opportunities

According to the U.S. Department of Transportation, improvements and advancements to ITS include Traveler Information Systems (TIS), Transit Signal Priority (TSP), Traffic Signal Coordination (TSC), and Electronic Toll Collection (ETC). The following sections outline each of these interventions for consideration by the City.

Traveler Information Systems (TIS)

One of the most basic levels of ITS is the collection of traffic data analyzing the information to be shared with citizens and system users. Implementing Traveler Information Systems (TIS) allow travelers to be informed through websites, hotlines, television, radio, social media, phone applications and other media forms. Travel information transmitted could be collected from sensors, in vehicle devices, smart phones, or manual networks dedicated to traveling conditions. More informed drivers result in more efficiently utilized roadway capacity as well as more organized traffic patterns.

Intelligent Traffic Signals

Taking a step further than simply sharing data, Intelligent Traffic Signals use traffic lights at intersections that can be synchronized in directional movements based on analyzed data and traffic movements. This technology is often utilized in downtown areas, on arterial thoroughfares, and at closely spaced intersections like roundabouts or diamond interchanges. TSC can help to address issues of congestion, speed, timing, stops, and delays.

Traffic lights can also have adaptive signal control to respond and adapt to real time conditions, vehicle presence, location, and movement. Adaptive control signals allow for the flow of traffic to be less disrupted, reducing stops and delays while optimizing the flow of traffic. Adaptive traffic signals can also sync up with navigation apps and autonomous vehicles.

Transit Signal Priority (TSP) / Emergency Vehicle Pre-Emption (EVP)

Transit Signal Priority (TSP) can help keep buses on schedule while Emergency Vehicle Pre-Emption (EVP) can assist emergency vehicles through heavy congestion to increase reliability and improve travel times. TSP and EVP allow these vehicles to travel more quickly and navigate traffic by alerting traffic signals to stay green or shorten a red light when the transit or emergency vehicle is approaching.

Electronic Toll Collection (ETC)

ETC sites and plazas are not only an effective way to fund highway construction and maintenance of roads and highways, ETC can be an effective method to collect traveler and passenger information; ETC technology charges a toll to users without requiring any action or stopping by the driver. ETC systems can determine vehicle register, automatically charge those vehicles, and are able alert the local highway patrol about users. ETC allows travelers to reduce their travel time when opting in highways or toll roads, which drastically reduces traffic and emissions in the area. ETC can be added by methods of license plates, tags, proximity cards, GPS, and transponders.

The "Connected Car" – Peer Sharing

A Connected Car is a vehicle that has internet capabilities. Connected cars can share internet with devices or vehicles inside or outside the car. Connected vehicles further enable the understanding of traffic patterns, driver behavior, road conditions, speed limits and more. The United States Department of Transportation has a connected vehicle program

that is working with state and local transportation agencies, vehicle and device makers, and the public to test and evaluate technology that will enable cars, buses, trucks, trains, roads and other infrastructure, and smartphones to have vehicle connectivity. While not fully implemented yet, an integrated smart mobility network can prepare a city to capitalize on these vehicles.

Smart Street Lights

Street lighting is one of the largest energy expenses for a city. Standard streetlights illuminate; however, Smart Street Lights optimize their functionality. Smart Street Lights function on motion detected sensors and remote management and ensure electricity usage is optimized in relation to changing circumstances and situations. The lights dim when there is no presence or motion and activate only when motion is detected.

Smart Street Lights can be equipped with speakers to alert people to dangerous situations or weather conditions or be equipped with cameras to assist criminal investigations, verify trash collection, monitor traffic, or monitor parking availability. Further, they can operate citywide to save energy and drastically reduce energy costs, maintenance and operational costs, as well as decrease light pollution.

In Amsterdam, the city implements a system in which the lights only turn on in the presence of a person, bicycle, or car. Based on movement sensors and traffic density, the streetlights reach their maximum intensity when people or vehicles pass through their area and dim to the lowest intensity point when less visibility is required. Police departments and traffic management offices can increase the maximum intensity of the streetlights in the event of an accident or an emergency.

ITS Challenges

Infrastructure Concerns

Intelligent Transportation Systems are comprised of many components and actors – communication and terminal facilities, travel ways, transportation fleets, and information systems. For maintenance and operation, ITS requires interaction and collaboration between organizations, facilities, networks, and systems and capacity to fund maintenance and staff costs associated with implementation. Moreover, it is essential to have the means to integrate new and existing systems, as well as the capacity to use the latest technology.

Privacy and Data Concerns

Although ITS is mainly used for analysis of data, the information collected is about people and their actions. Information and privacy are interconnected. With ITS, new privacy concerns may arise with the data collected about passengers and their travel habits. Public engagement will be crucial to effective implementation of any smart mobility projects in the City.

Community Engagement and Acceptance

Successful implementation of Intelligent Transportation Systems (ITS) requires a good understanding from all stakeholders. Human relations are an essential factor that must be considered in designing such systems, especially for them to be at their most effective and meet highest proficiency otherwise technological advancements can lead to digital divides. For more technological advancements and equipped measures for transit, the users need to come to an understanding of how to use and how it works.

Policy Recommendations

Mobility is a highly regulated human activity. Like any transportation infrastructure intervention, local government plans, policies, and ordinances are involved to ensure that regulation, safety, and growth can occur.

Collaboration

Collaborative policy development and efforts between organizations and community members can allow for Capital Improvement Projects/ Transportation improvement projects to be incorporated or in synchronization with other public capital investments. Partnerships can be with community-based organizations, residents, neighborhood groups, businesses, universities, and school districts. Collaboration with others must be used to improve local and regional mobility for all. Brownsville should engage residents early in the planning process. This also aligns and tackles the challenge that comes with community acceptance and accommodation.

Prioritization of Implementation Locations

One possible approach to prioritize which intersections to add interventions to first would be assess factors such as current traffic congestion levels, the number of accidents that have occurred at the intersection, alignment with a transit line, and the number of pedestrian crossings at the intersection. Intersections with higher crash rates and congestion could be prioritized for the addition of smart streetlights. These intersections with high levels of congestion and crash incidents would likely benefit the most from the addition of smart mobility interventions, as they would be able to use the sensors, cameras, and automation to better manage and direct traffic.

Implementing Certain Intersections vs. Districts

If the goal is to improve traffic flow in a specific area, such as the downtown district, then it might make sense to focus efforts on a district scale. On the other hand, if the goal is to improve overall traffic management throughout the city, the City could gradually add the smart streetlights to various intersections throughout the city. In either case, it's important to carefully plan and coordinate the implementation of the smart streetlights to ensure that they are effective in achieving the desired goals.

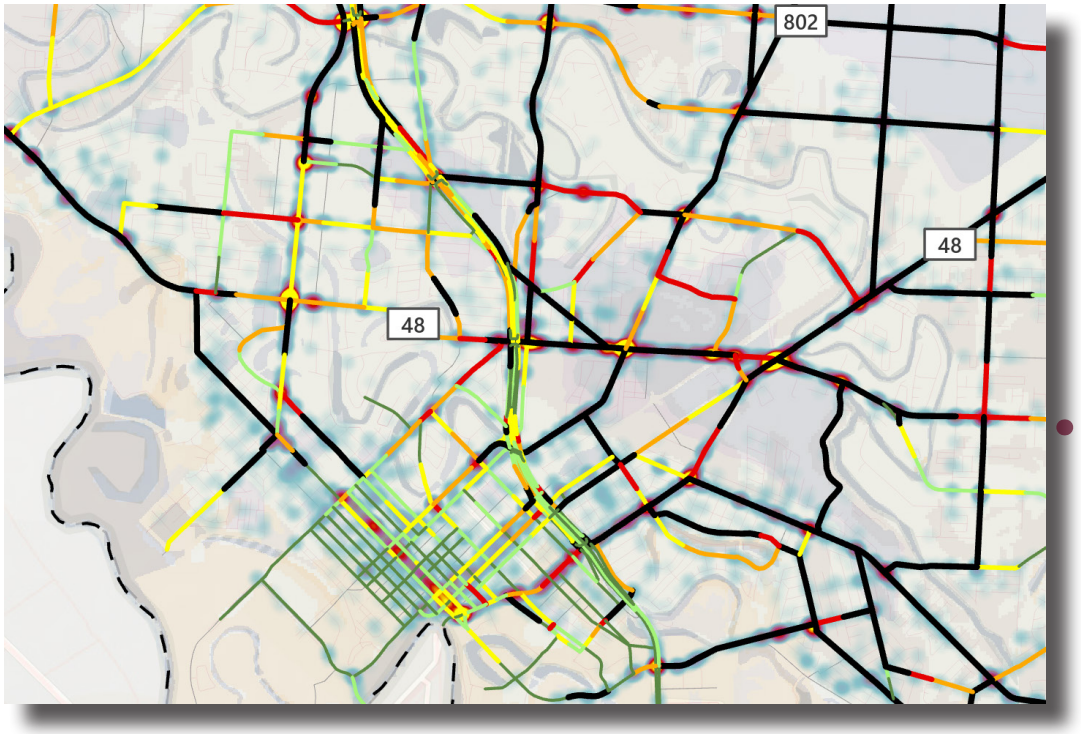
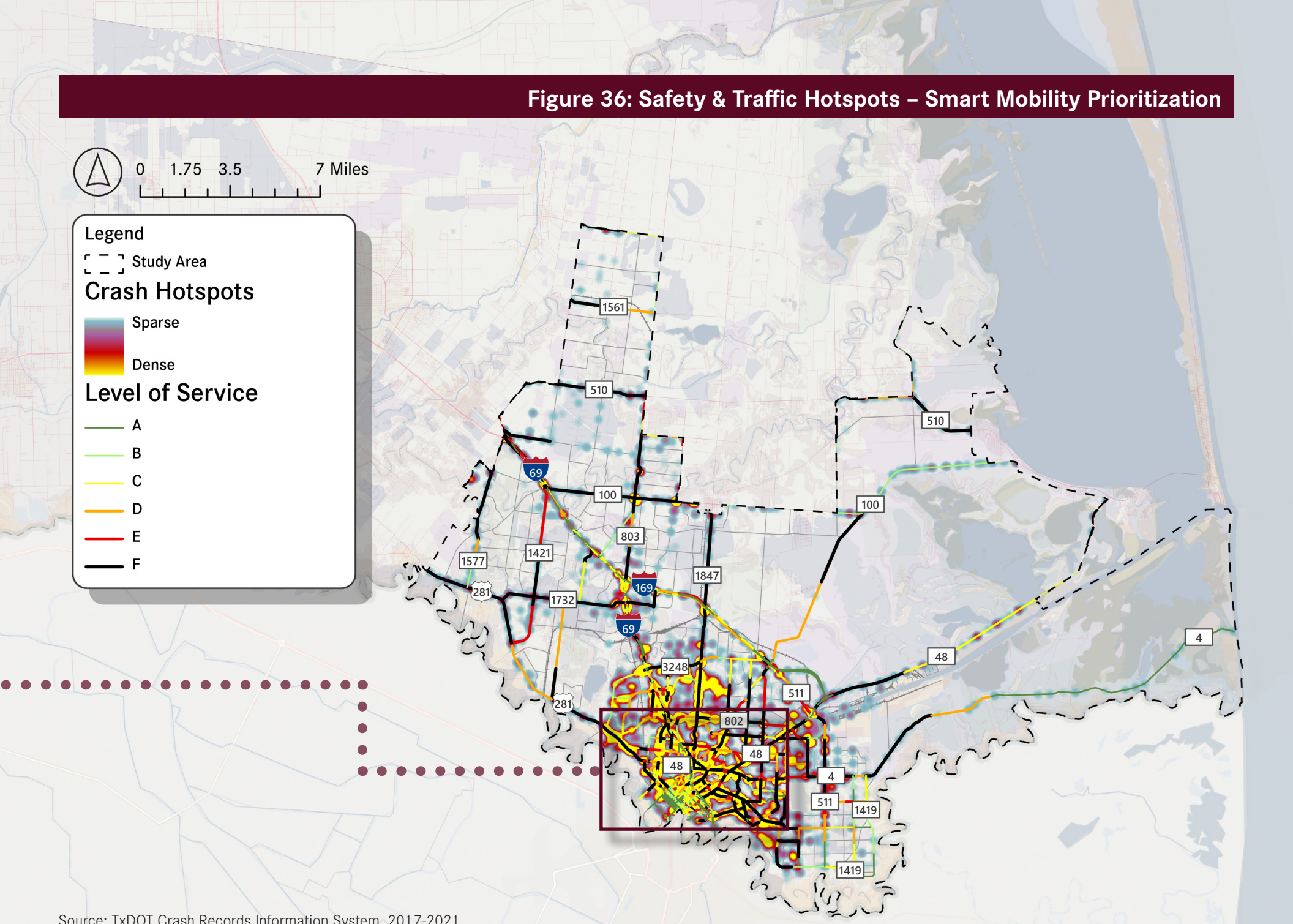


Figure 36: Safety & Traffic Hotspots – Smart Mobility Prioritization



Source: TxDOT Crash Records Information System, 2017-2021

Why focus on a certain area/district?

There are several reasons why a city might want to focus on adding smart mobility interventions to a specific area, such as the downtown district, first. For example:

- The downtown district may have a higher concentration of traffic, which could make it more challenging to manage. By implementing smart mobility interventions in this area, the City can improve traffic flow and reduce congestion, which can have a positive impact on businesses and residents.
- The downtown district is often a major hub of economic activity and improving traffic management in this area could help to support economic growth.
- Implementing smart mobility improvements in the downtown district could serve as a pilot project, allowing the city to test and refine the technology before rolling it out to other areas of the city.
- By focusing on the downtown district first, the city can demonstrate its commitment to improving traffic management and show the potential benefits of the technology to residents and businesses. This can help to build support for the wider implementation of smart streetlights throughout the city.

Capacity Improvement

Due to the high level of capacity needed to integrate smart mobility solutions into the transportation network, it is recommended that the City identify a local department to engage with consultant firms and other experts in the field to develop software solutions catered to the City's network and size. In addition to build out of infrastructure and data collection equipment, City staff will need to be trained on data collection, analysis, and maintenance protocols to ensure long-term success of the program.



Key Findings and Recommendations

With targeted investment and policy development related to urban air mobility, the space industry, and smart mobility projects, Brownsville can optimize these opportunities to radically transform transportation in the City and become a leader in emerging mobility innovation. A summary of recommendations and next steps moving forward include:



Develop a Brownsville Emerging Mobility Task Force to develop policy, programs, and infrastructure related to implementation of AAM, smart mobility, and space industry projects. Specifically:

- Zoning code amendments for the placement of vertiports and vertistops
- Local regulation development for air/space highways within the city
- Coordination with federal and state agencies and task forces related to advanced air mobility and space industry
- Recommendations and feedback for the placement and build out of smart mobility projects
- Economic incentive programs for workforce development and growth associated with emerging mobility firms



Prioritize mobility investment in the local freight network to ensure connectivity between regional economic activity centers in these industries like Boca Chica, BRO Airport, and planned industrial sites.



Engage with consultants and experts in mobility data collection to develop software and equipment installation specific to Brownsville.



Initiate pilot locations for smart mobility projects to test and build local awareness of the program.



Continue to promote the City of Brownsville as a leader in emerging mobility innovation.



Pictured: BRO Airport



Future Scenario Analysis

5



Pictured: Downtown Brownsville Mural

Introduction

Because transportation planning involves investigation and analysis of many different users across a complex system, "scenario analysis" can help planners and stakeholders understand the range of approaches available for network investment and policy development. To develop recommendations, the project team worked closely with City of Brownsville staff and the Steering Committee for the BTX Mobility Plan to develop and analyze various scenarios to determine priorities and strategies for impactful investment. These scenarios were developed based on agreed upon goals and objectives for mobility within the City and forecasted conditions, each prioritizing a different aspect of improvement. The scenarios included:

1. **Enhanced Freight Network:** optimize freight network with projects and policies that improve reliability and efficiency of freight movement across the system
2. **Transit and Active Transportation Coordination:** leverage opportunities to coordinate improvements along major corridors that include both active transportation and transit amenities
3. **Smart City Mobility Projects:** embrace technology to improve mobility user experience
4. **Emerging Technology Deployment:** prepare for and integrate new types of transportation into the existing transportation network
5. **Texas LNG and Rio Grande LNG at the Port of Brownsville Construction and Impacts:** ensure limited impacts due to the construction and operation of Texas LNG and Rio Grande LNG

These scenarios were used to review and better understand different possible visions for the future, how to adapt to commuter trends, and what that future might look like. More specifically, the process included the following steps, as adapted from the Federal Highway Administration's publications on scenario planning:

1. Develop scope and approach to planning for mobility
2. Conduct inventory and assessment of existing network and historic trends
3. Create vision and goals with input from community and plan stakeholders
4. Identify various scenarios for further investigation based on input and vision
5. Determine the impacts that different scenarios may have on achieving goals and vision of the plan
6. Develop projects, policies, and programs that implement future scenarios

As part of the analysis, the team reviewed existing conditions, conducted research on industry best practices, and worked with both stakeholders and the public on priorities for implementation. Moreover, feedback on scenario implementation was obtained through a variety of engagement methods including surveys, stakeholder interviews, tabling events, and interactive mapping applications with the plan steering committee. By understanding barriers and opportunities associated with scenario implementation through public engagement, the project team was able to develop a suite of recommendations that aligns with community goals and represents a shared vision for the future.

The following sections summarize each scenario analyzed as part of the planning process, potential impacts of implementation (or lack thereof), and how these were used in development of final recommendations. Within each scenario, the project team used decision theory question processes as developed by the Royal Institute of Technology (Sweden), to understand impacts from scenarios and determine necessary next steps for implementation.

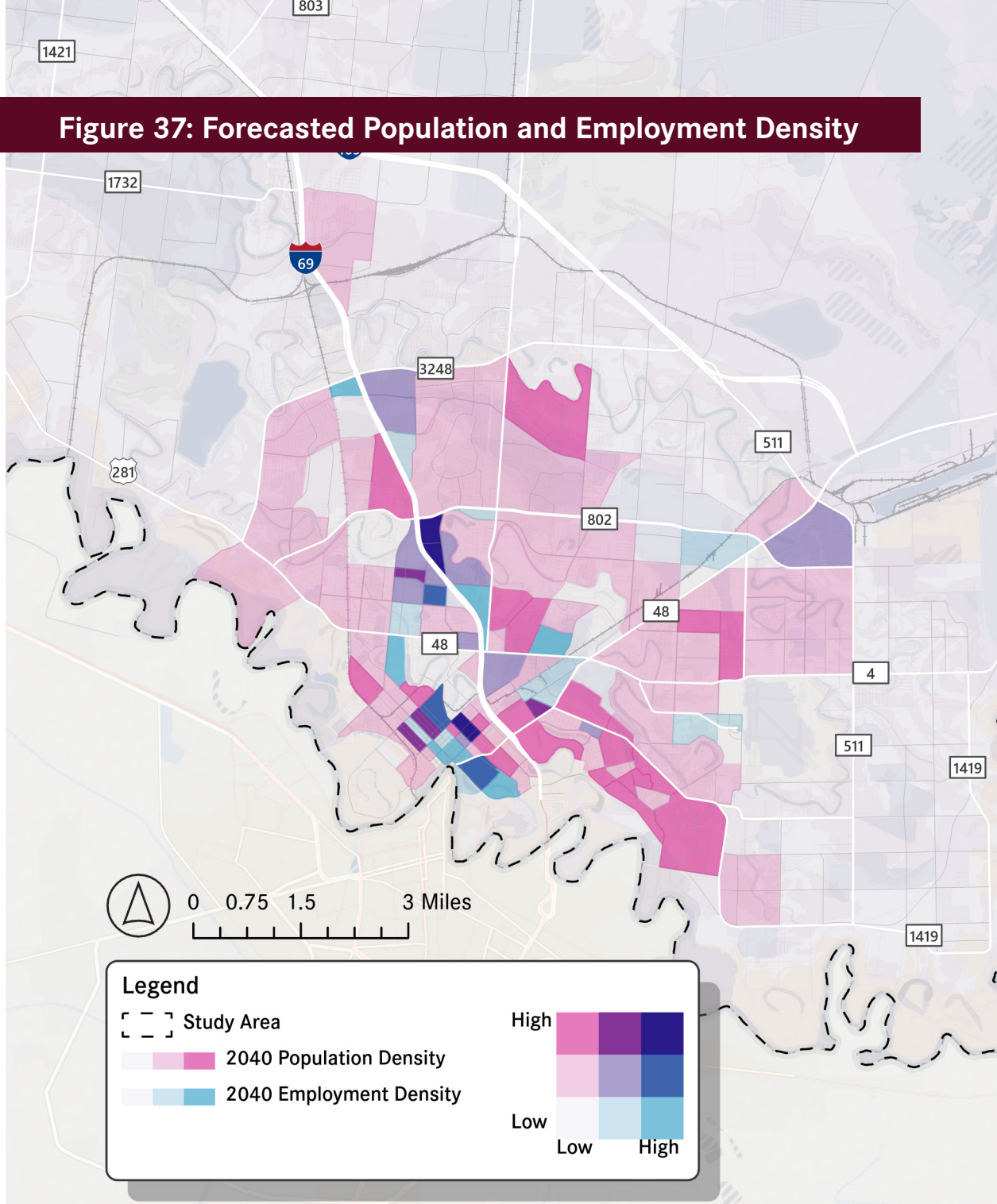
Baseline Conditions

As an initial step in the scenario analysis and as part of the base conditions assessment, the project team analyzed the existing conditions of the transportation network as well as regional demographic trends. The team also used this data to engage with the public and stakeholders early in the process to understand a future without action and to determine a vision for the future of the network Moreover, the information was presented to the public to understand priorities to address changes in congestion, crash safety, and other impactful factors. Under the No Build Scenario, the following represents a high-level summary of indicators investigated to understand a future scenario without intervention.

Population and Employment Density

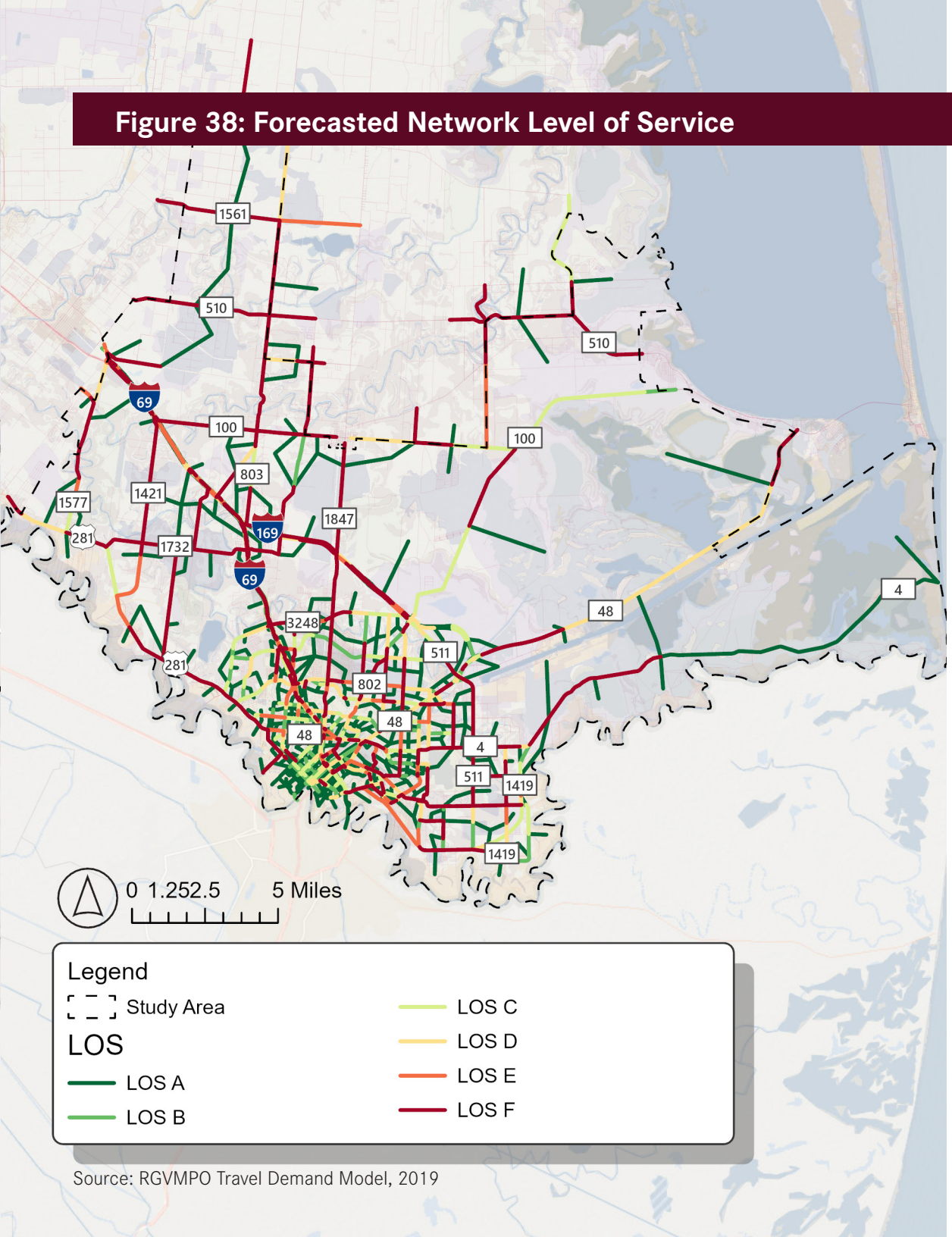
First, this scenario considers population growth using RGVMPO regional travel demand model inputs. Under the model's assumptions, population appears to increase throughout the outskirts of the City while growing more concentrated both in the core and throughout City limits. As population grows, the needs of the transportation network increase.

Figure 37: Forecasted Population and Employment Density



Source: RGVMPO Travel Demand Model, 2019

Figure 38: Forecasted Network Level of Service



Source: RGVMPO Travel Demand Model, 2019

Network Level of Service

Using the same model's assumptions, the project team analyzed forecasted Level of Service for vehicle traffic throughout the transportation network. By 2045, the model predicts many major thoroughfares will be considered "failing" and performing over their built capacity.

A failing level of service means the current capacity of the roadway network cannot accommodate projected vehicle traffic.

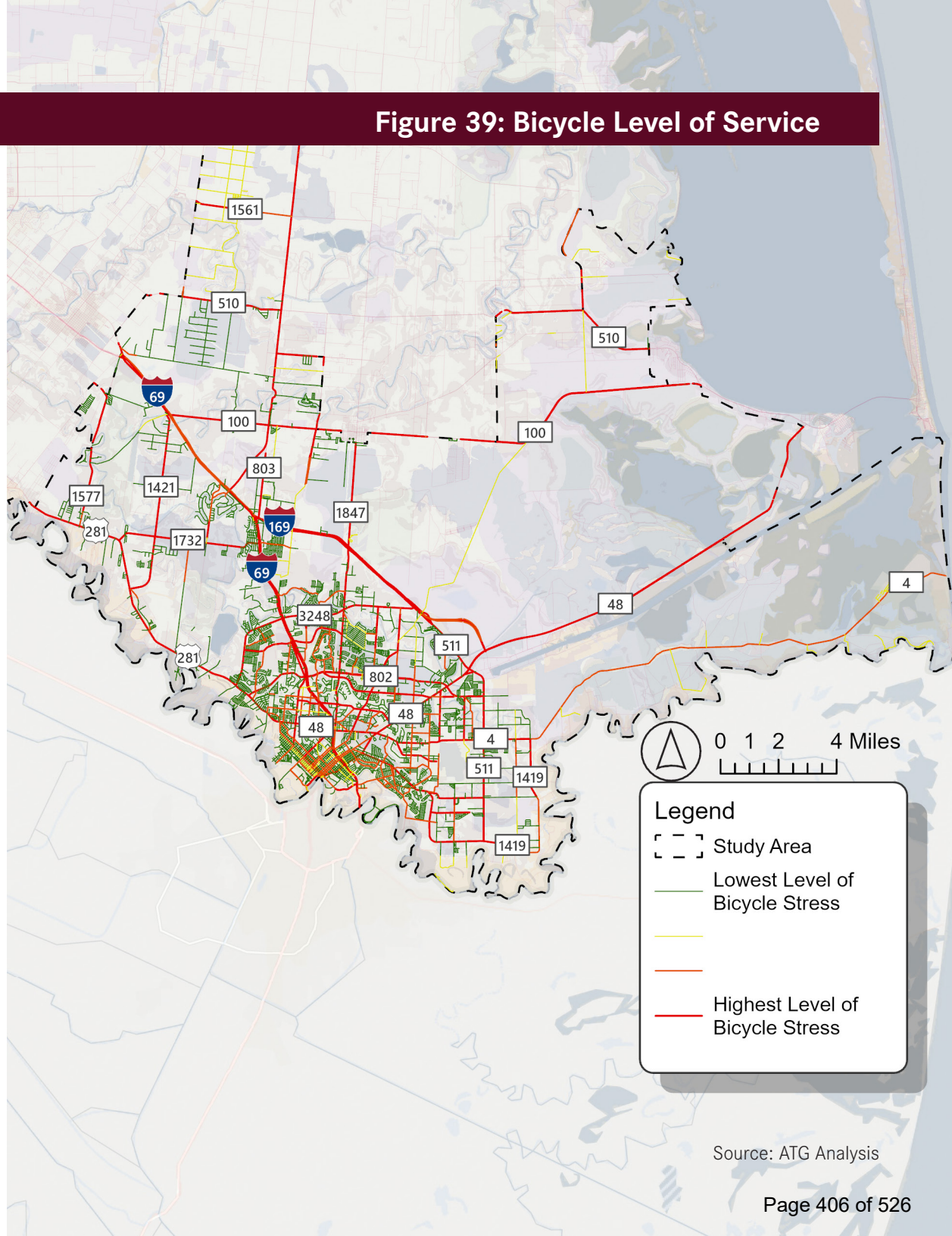
Bicycle Level of Stress

In addition to vehicular Level of Service, the scenario also considers existing bicycle Level of Stress. According to Figure 39, major thoroughfares appear to exhibit the highest level of stress for bicyclists with a medium level appearing on secondary arterials. Moreover, increases in the number of failing roads would concurrently add to the level of stress for bicyclists throughout the network.

Crash Safety

Another major consideration of the Baseline Condition is the existing number of crashes across all modes of transportation. Moreover, the City sees a large amount of crashes, with high rates for both pedestrians and bicyclists. Because the City has adopted a Vision Zero Policy, this data serves as an important baseline indicator for future improvement in the safety of the network. Moreover, a future without action would accept current levels of crashes and incidents as the status quo.

Figure 39: Bicycle Level of Service



Source: ATG Analysis

No Build Scenario

To analyze the No Build Scenario, the project team used the above data (and others more fully described in the Transportation Network Assessment Chapter) to understand current and forecasted trends across key indicators. Moreover, the analysis was presented to stakeholders and the public to develop a community vision that helps to address these trends.

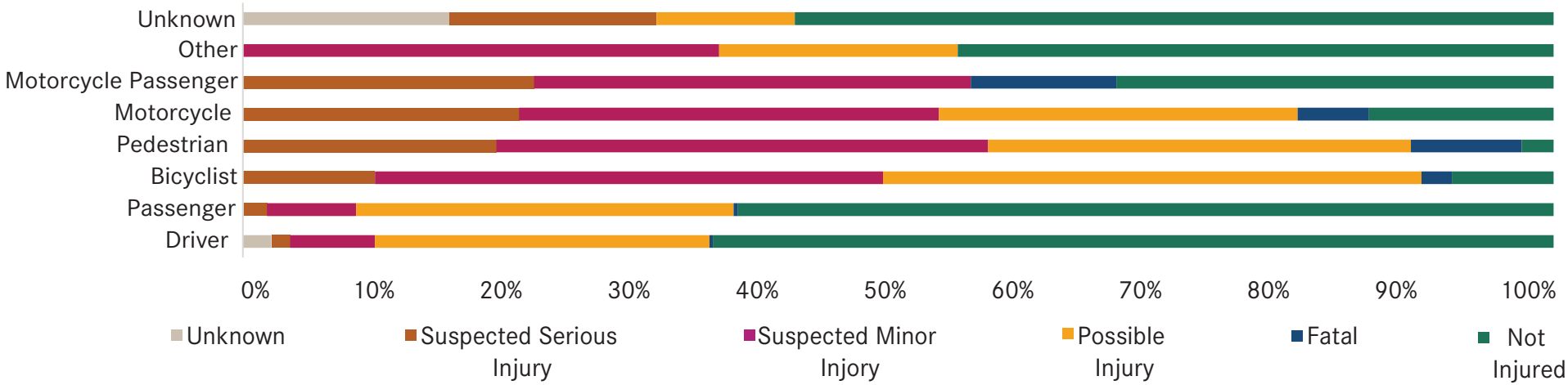
Within the No Build Scenario, a primary assumption is that current levels of forecasted growth will continue to have an adverse impact on the Levels of Service, Levels of Stress, and safety of the transportation network. Without targeted investment and policy development to address these challenges in accordance with the community's vision, congestion, safety, and levels of stress may worsen. What's more, increases in congestion and levels of stress may present challenges to accomplishing overall economic development, quality of life, and environmental goals of the City.

Following presentation of existing trends, stakeholders and the public worked with the project team to develop goals for mobility improvement:

1. Infrastructure
2. Sustainable Growth
3. Inclusion
4. Empowerment
5. Community Health

Based on feedback and the nature of the shared goals, the team worked with City staff to develop the following actionable scenarios to address the challenges identified and implement a new vision for investment based on agreed upon goals. Moreover, the scenarios were analyzed to help envision an alternative to the No Build Scenario that addresses growth while capitalizing on certain trends to improve conditions for mobility system users. Without implementation of these scenarios in one form or another, baseline conditions will worsen leading to a less effective, less efficient, and ultimately more dangerous transportation network.

Figure 40: Mode Split and Severity of Outcomes



Source: TxDOT Crash Records Information System, 2017-2021

Enhanced Freight Network Scenario

Due to its locational characteristics, Brownsville serves as a major trading hub for the rest of Texas and beyond. The location of Brownsville along Interstate 69, Mexico, and the Intercoastal Waterway makes it an important part of the nation's freight movement; moreover, freight is transported from nodes within the system including the Port of Brownsville and the Brownsville International Airport. A well-designed transportation system that accounts for all users, including freight, can result in positive mobility and economic growth throughout the region. For the freight industry to thrive in Brownsville, the transportation network must exhibit adequate Levels of Service for traffic flow, increased safety measures to lessen delays from disruption and accidents with other users, and sufficient connections to both existing and future centers of warehousing and manufacturing growth. Moreover, the project team reviewed existing planning documents, economic trends, and best practices in freight system design to understand the existing system and make recommendations for improvement.

Scenario Analysis

To begin the analysis, freight trip generation and origin-destination data from the Texas Statewide Analysis Model (SAM-V4) was used to measure 2015 commodity flows with origins or destinations in Brownsville and the surrounding area. The information summarized describes commodities moving into and out of the region in terms of quantity (tonnage), industry type, and geographic trading partner (origin or destination of the goods transported). In addition to commodity distribution, the existing freight movements of the SAM-V4 were explored to provide a depiction of truck travel on roadways for the Brownsville region.

In 2015, the City of Brownsville and its surrounding area were estimated to have transported over 6.2 million tons by truck and over 0.5 million tons of cargo to trading partners throughout North America by rail. During that same period, the area received over 5 million tons of cargo. More importantly, however, the model provides truck volume data by roadway. Under this scenario, the team analyzed roadways and nodes of activity for freight traffic throughout the City to use in development of the thoroughfare plan and other mobility recommendations. Further, the team investigated growth in regional freight activity; according to the TxDOT's Rio Grande Valley Freight and Trade Transportation Plan, the area is seeing significant growth in both truck and general trade traffic. Between 2010-2020, truck traffic between Mexico and the Valley grew by 42%. Additionally, the region is expected to see a 170% increase in overall freight tonnage across all modes by 2050.



Pictured: Freight Traffic on E University Blvd

Table 11: 2015 Truck Volumes by Roadway

Roadway	From Limits	To Limits	Average Volume
I 69 / US 77	County Line Rd	US 77B N	11,900
I 69 / US 77	US 77B N	US 77B S	12,800
I 69 / US 77	US 77B S	US 83	16,900
I 69 / US 77	US 83	S Ed Carey Dr	32,000
I 69 / US 77	S Ed Carey Dr	SH 345	25,400
I 69 / US 77	SH 345	Bus 77	22,200
I 69 / US 77	Bus 77	SH 550	19,600
I 69 / US 77	SH 550	Alton Gloor Blvd	24,400
I 69 / US 77	Alton Gloor Blvd	SH 48	21,000
I 69 / US 77	SH 48	International Blvd	17,000
I 69 / US 77	International Blvd	East Loop	8,600
SH 550	I 69 / US 77	Arroyo Blvd	2,400
SH 550	Arroyo Blvd	FM 511	2,500
SH 550	FM 511	H 48	1,400
US 83	I 69 / US 77	Mile 3 E Rd	17,200

Source: Texas Statewide Analysis Model (SAM-V4), 2015

Industrial Anchors

While the regional travel demand model accounts for expected growth in freight activity based on historic trends, the project team also investigated various industrial anchors present within and just outside of Brownsville city limits. According to stakeholder input, each of these anchors are poised to see increases in growth over the next decade due to unforeseen economic trends that are not yet producing data points for analysis.

Port of Brownsville

The Port of Brownsville is the only deep-water port on the U.S./Mexico border. It is located on the southernmost tip of Texas about 7 miles from downtown Brownsville along a 17-mile channel where the Gulf of Mexico meets the Brazos Santiago Pass. The Port is approximately 8 miles north of the U.S. and Mexico border near the intersection of State Highway 48, Highway 550, and FM 511/North Indiana Ave. These routes provide access to markets throughout the region via IH 69 and IH 2. Moreover, the port's strategic location provides interstate freight access to other regions in Texas, Mexico, and throughout the Southern United States. Although planned for several years, two of the largest industrial projects in decades, Texas LNG and Rio Grande LNG, may soon begin construction at the site creating thousands of construction jobs and a smaller yet sizable number of permanent jobs. The projects are explored as a stand-alone scenario later in this chapter.

BRO Airport

The Brownsville South Padre Island International Airport (BRO) is located on the southeast area of the City along Boca Chica Boulevard and is 5 miles east of downtown Brownsville. It is also an industrial space with over 60 tenants. Further, the City of Brownsville continues to grow as

tech companies and other industries move to the area. As the population of the region grows, transportation demand increases, and emerging technologies continue to develop and expand service, it will be important for Brownsville to consider the impact of these trips on airport services and travel, as well as transportation concerns for existing and future residents. For example, Avelo Airlines recently announced two new direct flights between BRO and Los Angeles (Burbank) and Orlando, FL. City officials are bullish that this announcement is just the beginning of more flights connecting Brownsville to other major population centers.

In addition to growth in passenger travel on domestic airlines, BRO and its partners are looking to grow the facility into a multimodal trade center focused on the space industry. A major step in this path would be designation of the airport as an official spaceport by the Federal Aviation Industry. With the ability to handle horizontal space launches, BRO would become one of the few spaceports in the nation providing economic development leaders with more selling points for potential tenants at the adjacent Brownsville Aerospace Industrial Park.

SpaceX

Brownsville has the potential for significant economic growth with the emergence of the space industry in the region. The establishment of SpaceX facilities in Boca Chica as the world's first commercial launch site designed for orbital launch and the growth of space industry connections in Brownsville could attract other companies to the area. Moreover, the Starbase site includes a launch pad, manufacturing shipyard, various accessory warehouse spaces, and a laydown yard. As an emerging industry, space exploration and travel companies have been growing in numbers and value. In fact, the Space Foundation, a nonprofit aimed at "offering a gateway to education, information and collaboration for space exploration and space-inspired industries," found that the global space economy rose to $447 billion in 2020, continuing a 5-year upward trend in growth. Additionally, Morgan Stanley, a global leader in financial services, projected that the space industry could be valued at over $1 trillion by 2040. Current industry growth and innovation continue to drive technological improvements and investments for satellite launches, a private sector space race, and potential space tourism.

As the Starbase site continues to grow in activity and industry recognition, potential companies will have greater incentive to locate in and around the City as manufacturing contractors for SpaceX and other space exploration companies. Further, this growth in activity will have an impact on the existing freight network; freight connectivity between Starbase, BRO, the Port, and other industrial anchors are critical to an efficient system.

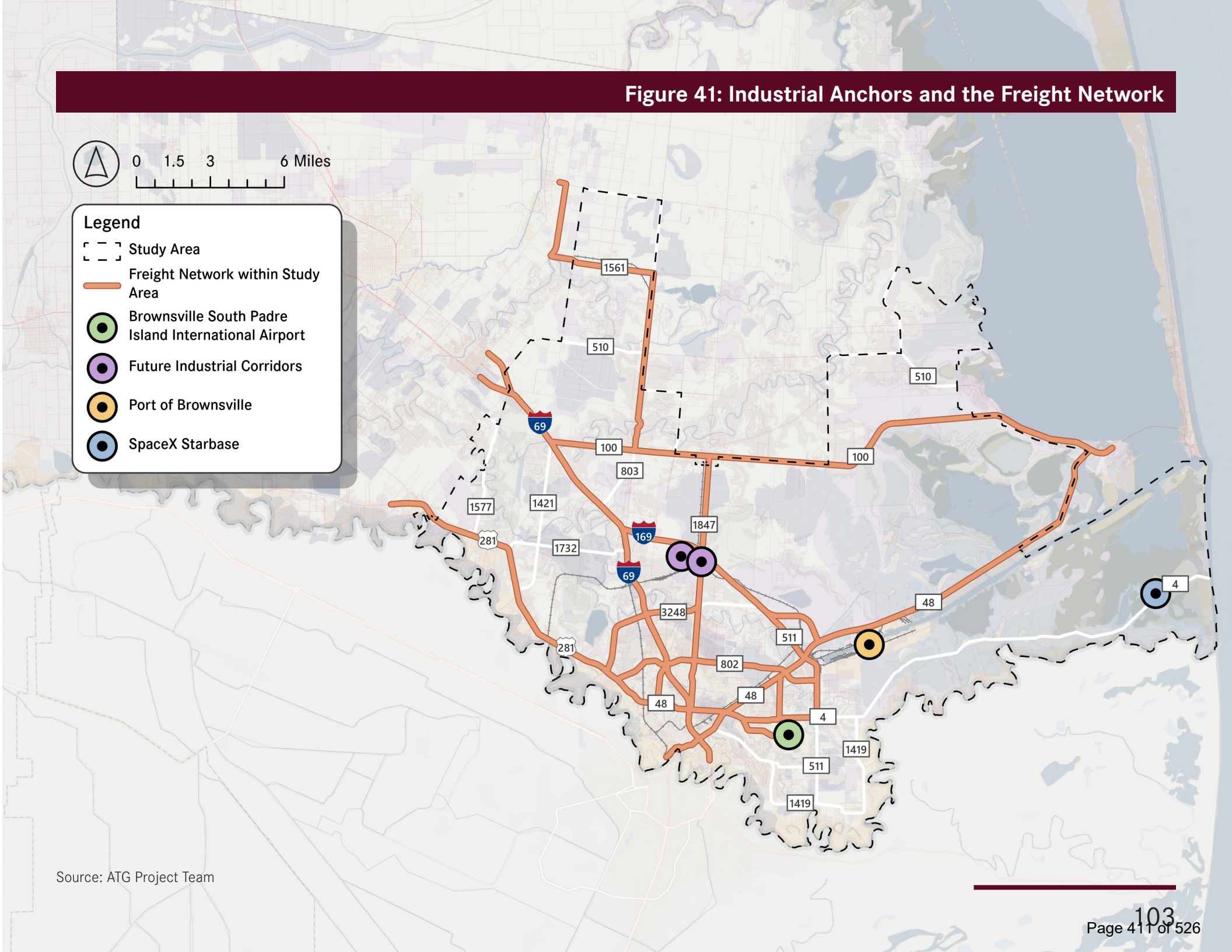
Planned Industrial Areas

Finally, the City has identified several areas for planned industrial and manufacturing growth (including the Texas LNG project at the Port of Brownsville described later in this chapter) that are actively marketed to potential tenants. Specifically, there is a potential for major economic growth at these locations, with specific needs for transportation investment to ensure minimal impacts to surrounding areas. In addition to the BRO Aerospace Industrial Park described earlier, the Greater Brownsville Incentives Corporation actively markets the following acreage of industrial space to potential tenants:

- I-169 North Corridor Industrial Park – 729 acres
- North Brownsville Industrial Park – 72 acres
- Brownsville Aerospace Industrial Park – 277 acres

The Brownsville Incentives Corporation is actively marketing over 1,000 acres of prime industrial space to potential tenants.

Figure 41: Industrial Anchors and the Freight Network



Source: ATG Project Team

Scenario Implementation

As part of the final capital improvement program development, the project team and stakeholders identified major freight corridors and future growth areas as priority considerations for investment. These projects are reflected in the Multimodal Corridor Projects and Impact Fee Projects described in the plan.

More specifically, implementation of an enhanced freight network scenario includes:

- Prioritization of freight network roadways in any project consideration
- Design guidelines that improve freight speed, safety, and movement from the TxDOT Freight Infrastructure Design Considerations publication (12-foot lane widths on major corridors, sight line improvements at key intersections, intersection channelization)
- Investment in new roads or expansions to improve levels of service in and around growing industrial anchors of the region

Throughout stakeholder interviews and outreach, consideration of an enhanced freight network was received well and seen as important to the economic vitality of the City and region. Moreover, lack of implementation could slow down economic growth and limit the ability of GBIC and other partners to attract new companies to industrial facilities.

Focused investment in the freight network alone lessens the Mobility Plan's ability to achieve goals like sustainable growth, inclusion, empowerment, and community health. Without a comprehensive approach to community goals, the City may not be able to address all citizen concerns regarding mobility.



Pictured: Intersection of Boca Chica Blvd and International Blvd

Transit and Active Transportation Coordination Scenario

Throughout the planning process, stakeholders and the public have identified the need to improve active transportation and transit coordination throughout the City. As two modes of transportation that help to reduce the number of single occupancy vehicle trips, increase citywide sustainability, and reduce traffic congestion, this scenario plays an integral role in the implementation of the plan's objectives to increase mobility for all in the City.

Scenario Analysis

To begin the analysis, the project team reviewed previous plans and data points to understand the state of both the active transportation and transit networks. In 2021, the City updated its Sidewalks and Trails Master Plan as a guide for future development of sidewalks, trails and bicycle infrastructure in Brownsville. Following extensive stakeholder and public engagement, the plan proposed approximately 44 miles of new pedestrian and bicycle networks, 57 miles of recreational trails, and 106 miles of new sidewalks. Because of its importance in building out healthy, safe options for citizen transportation, the project team used this plan as a base for recommendations that enhance the network and coordinate well with other projects and programs. Moreover, B Metro recently conducted an overhaul of transit routes based on recommendations from the 2017 Transit Development Plan. B Metro will again be reviewing transit routes given population growth. A summary of existing infrastructure that was reviewed to determine coordination with other recommendations, including transit amenities, is described below in the following paragraphs.

Bicycle Infrastructure

Brownsville currently has 35 miles of on-street bicycle facilities; of those, 1.3 miles are protected on-street facilities. 72 percent of Brownsville's total population is within a ¼ mile of existing bicycle facilities. 76 percent of seniors aged 65 and over have access to a bicycle facility within a ¼ mile. 84 percent of households without personal vehicles are within ¼ mile of Brownsville's bicycle facilities.

Pedestrian Infrastructure

Many sections of sidewalks in Brownsville are in dilapidated condition or terminate in the middle of the block. Many ADA ramps and curb cuts as severely damaged or missed, creating accessibility concerns. Many sidewalks terminate at the middle of the block, making travel difficult for all users. Without adequate pedestrian infrastructure, transit access can be difficult especially for more vulnerable users like individuals with disabilities.

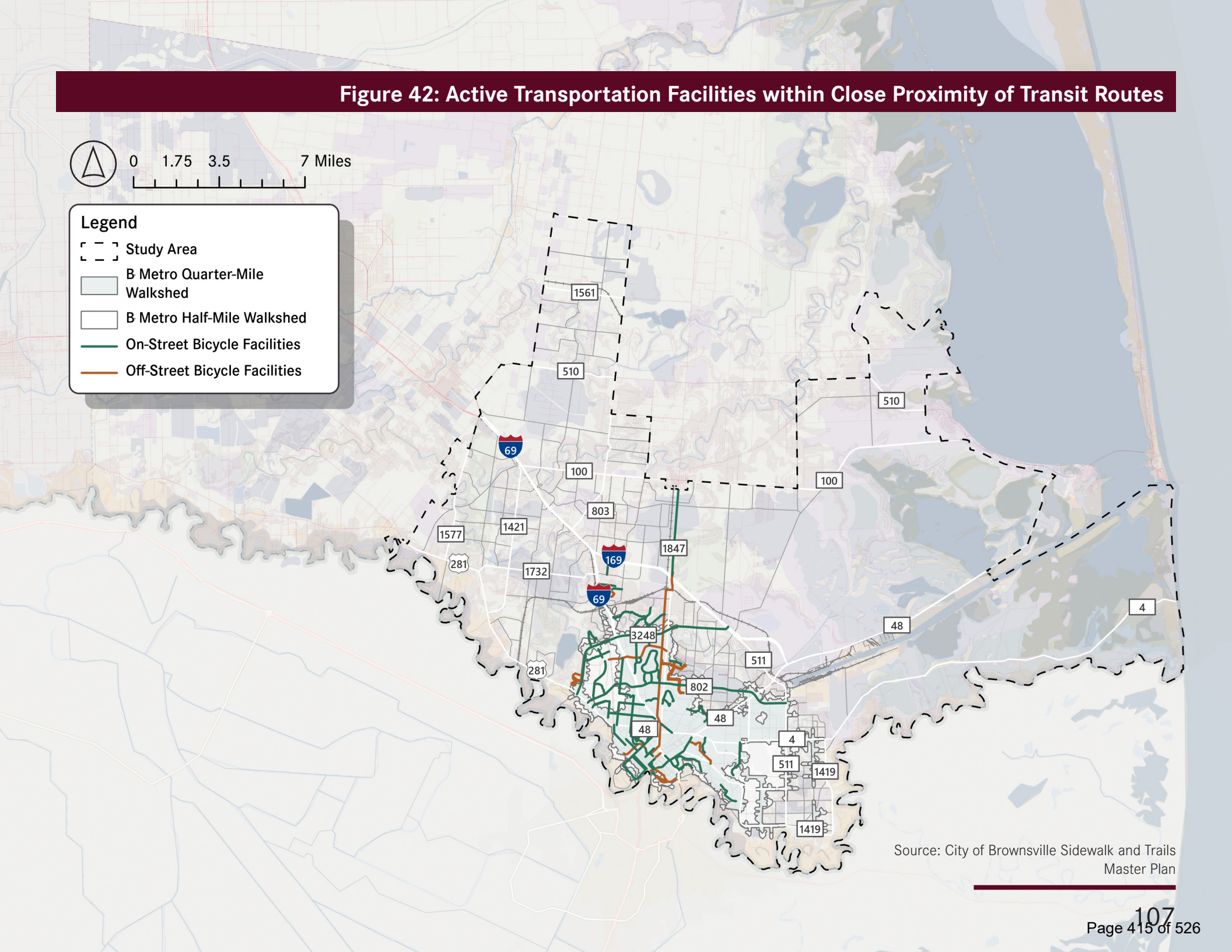
Micromobility Programs – Bike Share

The City of Brownsville currently has five RGV BCycle stations located near existing trails systems around the City. BCycle allows residents and visitors to rent classic or Ebikes to explore areas of the community and offers an alternative option for transportation.

Bus Rapid Transit (BRT)

BRT is a high frequency transit service that mimics light rail without as large an upfront cost as constructing a new rail line. It may include dedicated bus lanes, traffic signal priority, off-board fare collection, and

Figure 42: Active Transportation Facilities within Close Proximity of Transit Routes



Source: City of Brownsville Sidewalk and Trails Master Plan

elevated platforms to help achieve quicker, more reliable, and more convenient service than a typical, local bus route. With proper planning and implementation, BRT can avoid delays that often slow down traditional bus services, like traffic congestion and time lost due to riders paying as they board. As part of the future scenario of improved transit in Brownsville, the City has been working to preliminarily investigate the potential for a high frequency fixed-route or fully built BRT line connecting the Port of Brownsville to various population centers. With an increased in jobs and activity due to Texas LNG and the other industrial facilities discussed earlier, such a transit line could improve travel time across the City. To leverage a large investment like BRT, last-mile connections to neighborhoods through active transportation or other micromobility options will be critical.

Microtransit

Microtransit is a form of demand-response transit service that offers flexibility for riders and expanded service coverage at a lower cost for operators. Unlike traditional demand-response, it is offered on-demand and available to all riders regardless of ADA eligibility. The service is typically offered within a defined geographic area where riders can request a vehicle to pick them up and drop them off at user-specified locations within the "microtransit zone." As B Metro looks to develop a more efficient system and reach as many potential riders as possible, microtransit could be useful for riders making last-mile connections in areas without fully developed active transportation infrastructure or the density needed to support fixed-route service.

Proximity to Transit

To evaluate a scenario characterized by active transportation and transit coordination, the most important data point is existing transit service in relation to the sidewalk and trails network. As an important last-mile connection necessary to safely access transit options, safe and fully developed active transportation infrastructure is an important part of the coordinated network. There are currently three transit agencies providing service within the study area. These routes ideally should be accompanied by the proper infrastructure that allows pedestrians and bicyclists to travel safely from the origin to the nearest bus stop and from the bus stop to their destination. The RGVMPO looked at these factors as part of its review of the multimodal transportation system for the Metropolitan Transportation Plan. Moreover, this plan's transit element and other recommendations form a unique opportunity to coordinate investments and deliver a fully coordinated network of active transportation and transit amenities.

Scenario Implementation

Implementation of a more coordinated transit and active transportation system would be based on recommendations from the National Association of City Transportation Officials (NACTO) Street Design Guides. The project team reviewed guidance related to mobility network improvements that enhance transit and the overall user experience. Specifically, NACTO makes network recommendations to improve transit performance :

- "Routes with high ridership are permanent fixtures in the street" and "Cities should work with transit providers to identify, plan for, and invest in well-utilized transit corridors"
- "Transit, walking, and bicycling are mutually supportive, and thrive on connected grid street networks"
- A supportive environment for walking, biking, and transit is one that is equitable and inclusive

At its core, a coordinated transit and active transportation network rests on the principle that a Complete Street includes space for all modes of transportation: cars, bicycles, pedestrians, transit riders, etc. This means that street design specifications, long-term planning, and

investment includes these considerations when making decisions.

In order to implement a coordinated active transportation and transit system, the project team reviewed potential updates to all adopted cross sections of the City's thoroughfare plan with stakeholders. Within each cross section, right of way is dedicated to "flex space" that allows planners to ensure there is sufficient room for any planned amenity within a roadway. In other words, all roads with transit routes would have the option to preserve right of way specifically for coordinated transit and active transportation amenities. By including the possibility transit amenities and active transportation improvements within urban areas of the City, planners and officials would, by policy, include considerations for a more coordinated transit and active transportation network.

In addition to standard cross section design, implementation of this scenario would involve prioritization capital projects that contain both existing transit service and planned active transportation improvements. For example, like the freight scenario, a multimodal prioritization tool was discussed with stakeholders to use in identifying projects from the Sidewalks and Trails Master Plan that leverage transit lines and transit access.

Figure 43: Flex Space Cross Section Examples



Source: ATG Project Team using Streetmix



Pictured: CycloBia Participants

Smart Mobility Projects Scenario

As part of an effort by the City to embrace technology for improvement in services and citizen quality of life, officials hired a consultant – CMG – to develop a Smart City Roadmap or "Digital BTX Roadmap" outlining a path towards technology integration across a variety of platforms. The roadmap document was completed in 2021 and lists the following initiatives as key to the effort:

1. Broadband
2. Seamless Mobility
3. Health and Wellness
4. Entrepreneurship, Small Business
5. Communications
6. Strengthening Shared Economy
7. New Space Technology

As a critical component of the Digital BTX Roadmap, smart mobility integration encompasses a scenario characterized by Smart Street Lights, Intelligent Transportation Systems, and user-facing mobile applications for enhanced citizen experience. More generally, "seamless mobility refers to the full integration of services and technologies to deliver a great customer experience as one moves from service to service using different technologies."

This scenario runs on the assumption that cities which embrace "smart" technologies for mobility improvement can benefit from reduced fatalities, reduced congestion, and faster travel times. Adopters of this type of mobility strategy utilize information and communication technologies as applied to traffic signals, transit vehicles, parking, and other transportation infrastructure for more efficient, environmentally conscious, flexible, safer, and accessible modes of transportation. The City of Brownsville has an incredible opportunity to leverage other initiatives coming out of the roadmap like BTX Fiber to emerge as a leader in the use and implementation of smart mobility technologies across the transportation network. Moreover, this scenario was analyzed to determine capacity and develop refined recommendations for implementation of smart mobility projects that enhance safety and reduce traffic congestion.

Scenario Analysis

To effectively implement a technology forward mobility system, it is essential to have Intelligent Transport Systems (ITS) in place. ITS projects represent the forefront of mobility innovation and industry standards for implementing safety and congestion improvements. Additionally, implementation of a smart mobility network consists of maintenance of complex digital and physical infrastructure networks, training of employees on analysis of data collected, and outreach to citizens about the use of community data and its importance to mobility. To fully implement this scenario, careful consideration will have to be given to long-term costs and capacity building within existing city departments. Moreover, a smart mobility future is one of the more complicated scenarios to fully implement due to long-term increases in software, capacity, funding, training, etc. Major components considered under this scenario are listed in the following paragraphs.

Infrastructure

For maintenance and operation of any smart mobility project, ITS requires interaction and collaboration between organizations, facilities, networks, and systems and capacity to fund maintenance and staff costs. For example, coordination with TxDOT assets and staff are critical to implementation on state roads.

Privacy and Data Collection

The information collected is about people and their actions. Information and privacy are inter-connected; thus, privacy concerns may arise with the data collected about passengers and their travel habits.

Community Engagement and Acceptance

Successful implementation of ITS requires a good understanding from all stakeholders. Human relations are an essential factor that must be considered in designing such systems, especially for them to be at their most effective and meet highest proficiency otherwise technological advancements can lead to digital divides. For more technological advancements and equipped measures for transit, the users need to come to an understanding of how to use and how it works.

Scenario Implementation

To fully understand a future with smart mobility implementation, the project team reviewed guidance from the American Planning Association's Smart Cities: Integrating Technology, Community and Land Use. The guide addresses various approaches to implementation organized into the following categories:

- Project-Driven Approach
- Incremental Approach
- Holistic City Approach

The first, the most used to-date, is a project-driven approach consisting of a local government solving a specific issue with smart technology. This approach was quickly ruled out given the City's existing roadmap and larger strategies for implementation. This leaves the City with two approaches: incremental or holistic . To compare the two, the project team reviewed the previously mentioned challenges alongside stakeholder input. While stakeholders resoundingly support integration of technology into the mobility management system (as well as other services), input suggested that this scenario would be costly and has risk for failure due to the extensive training and expertise needed to be successful. As such, the team determined that a pilot project (incremental) approach could allow the City the opportunity to learn and develop capacity with a limited size before bringing the initiative to scale city-wide.

For successful implementation of improvements, this scenario presumes a pilot project approach focused on Downtown Brownsville for testing and evaluation. Following this approach, staff would be able to promote the projects, build capacity, and strengthen relationships prior to undertaking a citywide network of smart mobility projects.



Pictured: Generic ITS Example

Emerging Technology Deployment

As part of a citywide effort to become a leader in emerging mobility innovation, the project team analyzed the ability for the City to adopt new forms of transportation over time. Specifically, the plan reviews recent advances in Advanced Air Mobility (AAM) – the movement of people and goods by air systems. As cities continue to grow and congestion on roadway networks worsen, AAM has garnered a lot of attention from the technology industry toward replacing first-mile/last-mile trips for passengers and freight.

Scenario Analysis

While planning and development of a regulatory framework for AAM is largely occurring at the state and federal levels, the project team reviewed challenges and opportunities associated with implementation of infrastructure and policy changes that encourage and promote these new forms of transportation. Moreover, the analysis narrowed down the areas of local authority to zoning, noise, energy delivery, airspace highways, and safety. In addition to the regulatory changes necessary to deliver this mobility change, the analysis also included challenges with successful implementation . In order to fully implement a scenario characterized by long-term integration of emerging forms of transportation into the network, these challenges will have to be addressed in a manner that lessens risk to the City while still enacting forward-thinking change.

AAM Challenges

Public Acceptance

Consumer apprehension and skepticism around the safety of self-driving cars is high. Citizens will need much more reassurance that AAM aircrafts, both human-driven and autonomous, are safe and do not present a threat to public safety while in operation. Overcoming this challenge could involve build out of an engagement strategy using new and existing partners.

Government Regulation and Coordination

NASA, the FAA, and TxDOT are working together to develop rules and regulations concerning the development, deployment, and operations of UAM/AAM systems . While NASA and the FAA are driving policy on the future of AAM operations, State governments are working with AAM developers to create regulations and certifications, particularly concerning flight standards. The TxDOT Urban Air Mobility Advisory Committee is the airspace and infrastructure working group within the state of Texas. The committee is working to assess current state law and identify potential amendments needed to facilitate the development of AAM operations and infrastructure in the state. Due to the complexity of regulations needed, local jurisdictions will have to work with many different agencies to ensure consistency.

Infrastructure & Energy

Due to the novelty of AAM technology, there is currently no infrastructure in place to safely accommodate take-off and landing of these vehicles. Vertiports would need to be located in places that help reduce congestion and provide equitable access to different passengers and types of cargo. Moreover, an airspace highway using City's and TxDOT's network of public thoroughfares could be needed to ensure safe, efficient movement of aircrafts without infringement on private

property air rights.

Additionally, most aircrafts will be electric or hybrid, which will increase demands on the already strained, centralized energy networks. Interviews with stakeholders in the AAM industry describe that microgrids are needed to support full integration of an AAM network into the existing mobility system.

Scenario Implementation

To leverage the work being done by the state and federal government, implementation of this scenario is focused on information sharing, relationship building, and long-range planning. Analysis of this scenario's implementation was also conducting using the smart city guidance from the APA. As with other new technology integration, the City is generally faced with the three approaches for implementation:

- Project-Driven Approach
- Incremental Approach
- Holistic City Approach

Unlike the smart city initiatives, the technology and guidance to implement a holistic or true pilot project for citizen use is not yet readily available; further, the City faces high risk with full-scale implementation. To ensure the City is ready to implement a functional and efficient system of emerging mobility innovation, stakeholders found that this scenario is important yet has significant risk to implementation success due to funding constraints, community acceptance, and infrastructure needs. As such, the creation of a Brownsville Emerging Mobility Taskforce was found to be the best path to implementation. This task force would stay active in the field while working to develop pilot projects or policies by:

- Participating in NASA's Advance Air Mobility Community Integration Working Group
- Participating in TxDOT's Urban Air Mobility Advisory Committee meetings
- Supporting FAA and TxDOT recommendations for implementation and integration of AAM into the city's multimodal transportation system

Moreover, this approach would allow for significant testing and evaluation of concepts, regulations, etc. prior to adoption and implementation.



Pictured: Generic Package Drone

Texas LNG, Rio Grande LNG, and Growth Impacts

The final scenario analyzed for development of plan recommendations is centered on construction of the Texas LNG and Rio Grande LNG-Next Decade projects at the Port of Brownsville and the associated short-term and long-term impacts to the transportation network. Both terminals are approved by the Federal Energy Regulatory Commission for construction and operation once financing and permitting is complete (FERC Docket Numbers CP16-116 and CP-16-454, respectively).

Scenario Analysis

Both Texas LNG and Rio Grande LNG are large liquefied natural gas (LNG) export terminals planned to be constructed at the Port of Brownsville. Once construction is complete, the Texas project is expected to process up to 4 million tonnes of natural gas annually with Rio Grande expected to produce up to 27 million tonnes of low carbon intensive gas.

Both plants are expected to provide thousands of permanent jobs. Moreover, the projects will employ even more in the construction industry during build out of each site, respectively.

Project Specifics

- Construction to occur on both plants over the course of several years involving thousands of workers, multiple contractors, agencies, etc.
- Once operational, up to four LNG vessels docking at the terminal per week

To understand this scenario, the project team reviewed available documentation and met with stakeholders and experts to understand potential LNG project impacts. The team reviewed data from Southwest Louisiana where growth in LNG activity has caused some of the fastest economic growth in the country. The team also reviewed the Final Environmental Impact Statement for Brownsville Project to incorporate considerations for potential impacts and recommendations. Based on these projections, the following data points were considered to understand how Brownsville might be impacted throughout project delivery:

- About 17,00 vehicles per day are anticipated to travel along SH-48 during the peak season.
- Worker commutes would result in a maximum of 4,600 roundtrips (9,200 directional trips) a day based on peak estimated workforce of 5,225 construction workers.
- Lake Charles MSA became the largest per capita exporter in the state of Louisiana due to growth in LNG manufacturing
- Lake Charles MSA developed international recognition enabling more economic development branding ability
- Both counties in the MSA saw a substantial increase in tax collection providing the ability to fund projects and mitigate impacts

The EIS also notes that the Traffic Impact Analysis revealed that improvements would be necessary to safely accommodate peak hour traffic flows at each of the three proposed driveways. Beyond economic benefits, these numbers also point to indirect impacts that may cause challenges for the transportation network. Moreover, projects of this size can cause significant increases in congestion on already stressed roads near the Port and surrounding freight network. To fully realize the economic benefits of the project without straining the transportation network, regional stakeholders are continuing to coordinate closely with LNG project staff. Some of this coordination is shown through the LNG project agreeing to hire off duty police officers

to direct traffic during peak periods or considering transit support for parking limitations. This coordination could be further maximized through the development of a Community Benefit Agreement between the City of Brownsville and the project sponsors.

Scenario Implementation

To implement improvements that minimize transportation impacts during construction and operation of this project, the project team engaged stakeholders to develop an understanding of the impacts. The input received shows this scenario as being the most important as well as having some of the greatest barriers to implementation. Moreover, implementation of impact mitigation for the Texas LNG scenario can be organized into two categories: Short-Term Mitigation and Long-Term Mitigation. While this plan does not provide direct recommendations for short-term mitigation strategies, analysis was performed to provide stakeholders with a base level of understanding and knowledge related to such impacts. Moreover, short-term strategies would involve:

- Extensive relationship building with operators, construction sub-contractors, and staffing firms to understand peak hours for traffic into and out of the construction site
- Engagement plan for communication with engineering, procurement, and construction contractors, specifically those who handle efforts related to mobility planning
- Coordination with TxDOT, highway safety patrols, and law enforcement agencies to ensure quick reaction protocol for traffic incidents, etc.

With this information, the City could conduct a traffic and transportation operations study to develop firm recommendations for implementation to ensure a smooth construction of the project with lessened impact on daily commuters.

For long-term mitigation of impacts related to this project, the team referred to the enhanced freight network scenario discussed previously. As a core anchor of the City's industrial economy, the Port and this project will benefit from improved congestion, Levels of Service, and safety measures across the freight network. In addition to capital projects and intersection safety improvements, implementation of this scenario in the long-term would include recommendations to adopt impact fees to finance anticipated growth and finance long-term transportation improvements, like a bus rapid transit line, that help citizens reach jobs more efficiently.

Maximized Performance

Following the analysis of the 5 above scenarios, the project team worked with stakeholders to determine priorities for implementation. Based upon the input received from stakeholders and public outreach on community goals, a final hybrid scenario was developed to synergize across all scenarios and maximize network performance. The below concisely describes this scenario which was used to develop final recommendations across all plan elements.

Maximized Performance: a scenario characterized by elements of all scenarios analyzed to ensure comprehensive improvement to the mobility experience across all users.

To fully implement the maximized performance scenario and achieve the multiple goals of the plan, the project team worked with stakeholders to develop mobility and transit recommendations including capital projects, policy considerations, and programmatic changes for internal mobility management operations. These recommendations are described in the Mobility Recommendations chapter.



Pictured: Generic LNG Plant

Thoroughfare Plan



Introduction

The BTX Mobility Plan includes development of a thoroughfare plan – a long-range planning tool used to guide the development of the region's transportation network. Its primary purpose is to ensure development of an efficient street system that provides connectivity and access to all users. Moreover, the plan supports and anticipates future development while minimizing the displacement of people and businesses and will ensure the future transportation network for the Brownsville region meets future travel demand for all users, including personal vehicles, transit, bicyclists, pedestrians, and freight. It is not used to list future construction projects but rather enables the City to preserve right-of-way corridors for transportation system development and enact policy updates for implementation. Following adoption of the thoroughfare plan as part of the BTX Mobility Plan, it is recommended that the plan be amended from time to time to account for changes in the region's development framework and community goals.

Plan Purpose

A thoroughfare plan is a long-range plan that identifies locations, classifications, and different infrastructure elements of roadways in defined contexts. The Brownsville thoroughfare plan will serve as a cohesive, unified approach to the transportation network of the region supporting the Mobility Plan's unique goals and priorities. Further, this plan proposes a diverse transportation network composed of traditional roadways, sidewalks, bike facilities, and transit amenities.

With buildout of the system and network design, residents will have access to increased options for mobility that are safe and promote economic development through the improved movement of people and goods. Moreover, the plan supports the use of transportation infrastructure and associated rights-of-way for resilience purposes; with ever-increasing potential for natural disasters such as extreme heat and flooding, the transportation network can serve as an important tool in building community resilience.

More specifically, the Brownsville thoroughfare plan works to:

- Classify roadways based on location, purpose in the overall network, and adjacent land uses.
- Provide the City with standard cross-section design as a starting point for project conceptualization and delivery.
- Set standard right-of-way requirements for roadway design.
- Identify any new roadway alignments based on future growth and projected level of service for the existing transportation network.
- Serve as a unified approach to long term transportation planning in Brownsville.

Legal Authority

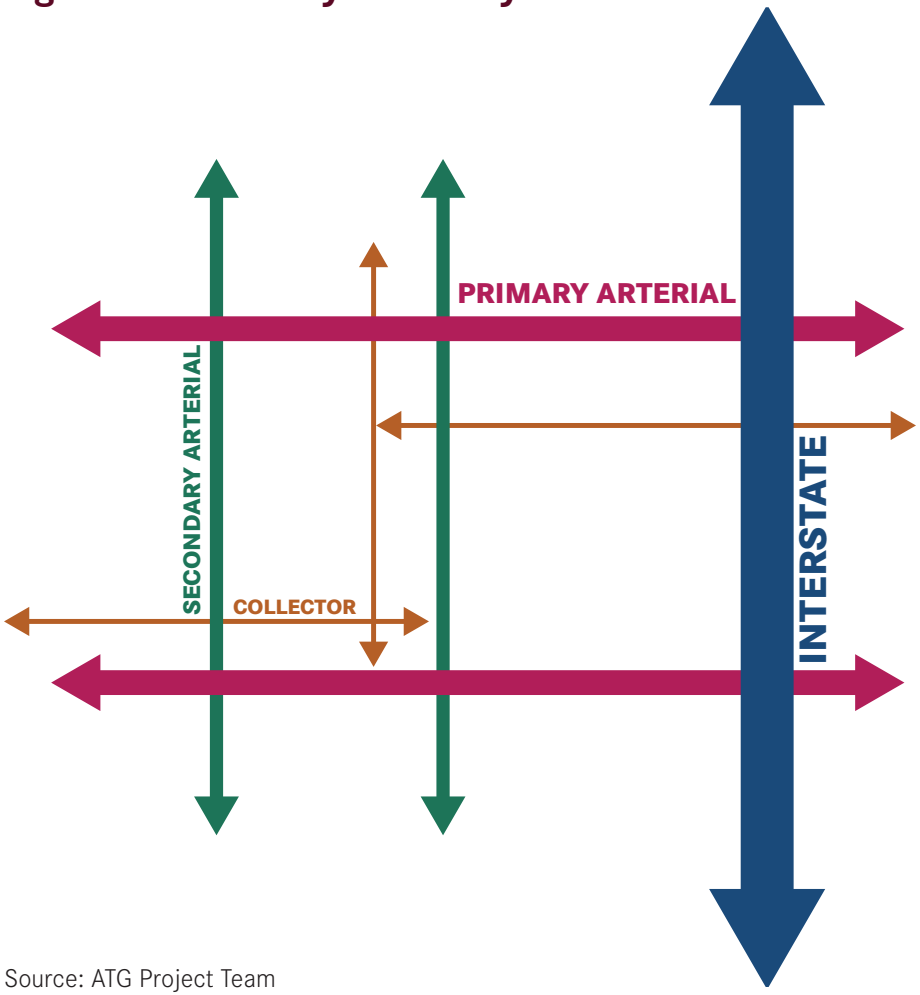
Under the provisions of Article XI, Section 5 of the Texas Constitution and Title 7, Chapter 212 of the Texas Local Government Code, the City of Brownsville has the authority to require that development plans and subdivision plats conform to "... the general plan of the municipality and its current and future streets ..." and "... the general plan for extension of the municipality and its roads, streets, and public highways within the municipality and its extra-territorial jurisdiction."

Requirements for right-of-way dedication and construction of street improvements apply to all subdivision of land within the City's incorporated area and its ETJ. In accordance with the Texas Local Government Code, the City has adopted rules governing plats and subdivision of land within the municipality's jurisdiction, and, by ordinance, those rules have also been extended to the City's ETJ.

Roadway Classifications

A Roadway Classifications System is used to plan and design street improvements. A roadway's functional class defines that roadway's level within the hierarchy of the network. The Thoroughfare Plan uses four functional classifications as shown in Figure 43.

Figure 43: Roadway Hierarchy

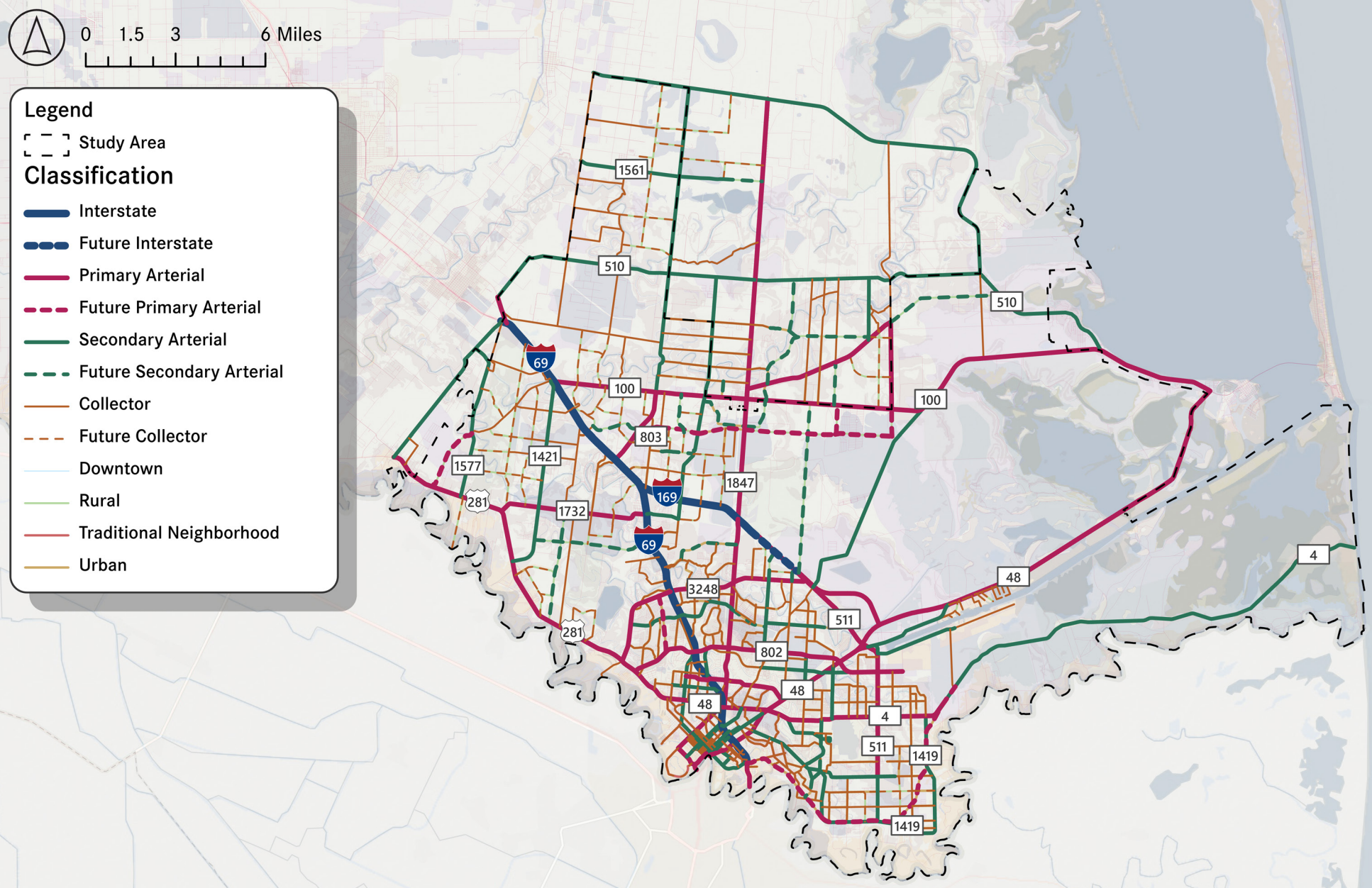


Source: ATG Project Team

Roadway Terms to Know

- Right-of-way: Land, property, or interest acquired for or devoted to a transportation facility
- Interstate: Roadway that provides mobility between cities
- Primary Arterial: Roadway that provides mobility within the city
- Secondary Arterial: Roadway that facilitates moderate length trips
- Collector: Roadway that connects local streets to arterials

Figure 44: Thoroughfare Plan



Source: ATG Project Team

Thoroughfare Plan

The Thoroughfare Plan is presented in Figure 44. The plan includes the four classifications for roadways that form the network: Collector, Secondary Arterial, Primary Arterial, and Interstate. The Thoroughfare Plan incorporates 748 miles of roadway, including 163 miles of proposed future roadway. Table 12 displays the breakdown of mileage by classification. Note: certain roadways outside of the study area were included to show comprehensive connections that serve the region; however, the majority of roadways are within the city limits and ETJ.

Table 12: Thoroughfare Plan Mileage

Classification	Miles of Roadway
Collector	255
Future Collector	95
Secondary Arterial	166
Future Secondary Arterial	43
Primary Arterial	142
Future Primary Arterial	23
Interstate	22
Future Interstate	2

Source: ATG Project Team

Selecting Conceptual Alignments

Based on the results of modeling efforts, candidate transportation improvements were developed to address the identified deficiencies. These projects constituted a preliminary program of conceptual alignments, or the initial list of potential roadway improvements, to be recommended in the plan. Once a proposed facility was assigned a functional class and a preliminary cross-section, the conceptual alignments went through an iterative process to ensure feasibility and that the potential projects aligned with best practices and community vision. Other non-modeling-based sources for the candidate projects included existing plans such as the RGVMPO Metropolitan Transportation Plan, other plans reviewed as part of this plan, and input from the citizens.

Context Sensitive Solutions

Historically, design of roads and transportation systems often prioritized efficient traffic management for vehicles. More recently, best practices for transportation design have included consideration of multiple users, such as pedestrians and bicyclists. While traffic management and the efficient movement of people and goods is important to the thoroughfare network, a balanced approach can have multiple benefits such as improved public health, quality of life, and economic development. Both Context Sensitive Solutions (CSS) and Complete Streets approaches encourage working with communities in the design of roads to improve the safety, transportation systems, access to transportation and minimize the impacts of the natural environment. Flexible and context-sensitive approaches to design are encouraged to help achieve the balance of project needs and community values. Similarly, a Complete Street is designed to serve both the current and future needs of the community while considering adjacent land use as an important context. The following section details both approaches as a method for designing a complete thoroughfare network.

What are Context Sensitive Solutions?

Context Sensitive Solutions (CSS) involve a collaborative approach that includes stakeholders to provide input on transportation facilities that fit the unique context of the location. The goal of this approach is to produce a transportation network accentuating the physical surroundings by preserving aesthetic, historic, and environmental resources and prioritizing the maintenance of safety and mobility. A CSS approach should include all phases of project delivery including, long-range planning, environmental studies, design, construction, and maintenance. Further, context sensitive design seeks to ensure that the transportation facilities are appropriate for the surrounding landscape and needs of the community to establish a sense of visual unity.

The CSS approach is driven by four core principles:

- Vision enacted by stakeholders to provide the basis for decision making.
- A comprehensive understanding of contexts.
- Open line of communication and collaboration throughout the project delivery process.
- Flexibility and creativity of design, while preserving natural elements and community context.

What are Complete Streets?

Complete Streets are roads that are designed to meet the needs of people of all ages and abilities. It is an approach to planning, designing, building, and maintaining streets that enables safe access for all users, including pedestrians, bicyclists, motorists, and transit riders. There is no singular design for a Complete Street; each is unique to local context and community need. Moreover, the needs of a community vary based on rural, suburban, and urban contexts. While each street may look different, all Complete Streets are designed with balance, safety, and convenience for all. For example, a Complete Street could include sidewalks, bike lanes, resilience improvements, and transit amenities.



Figure 45: Example of a Complete Street

Stakeholder Involvement

One of the most valuable parts of both Context Sensitive Solutions and Complete Streets approaches is stakeholder involvement. Stakeholders consist of the community, local governments, non-profits, and other state and federal agencies. CSS and Complete Streets projects include communication early and often with the stakeholders in an open manner about the context and phases. Moreover, the involvement

encourages mutual support and acceptance of decisions pertaining to the transportation network.

Benefits of Context Sensitive Solutions

There are many benefits to creating Context Sensitive Solutions and Complete Streets. CSS is an approach to respond to the interests of the community while also working with other organizations to enhance the transportation facilities. Major benefits include:

- Open and honest communication with stakeholders from the beginning.
- A clearly defined project and scope.
- Financial efficiency through shortened project development process and elimination of obstacles.
- A complete understanding of the landscape and community prior to engineering and design.

Benefits of Complete Streets

Complete Streets are also beneficial to the implementation of comprehensive land use regulations and a more robust transportation network. Incomplete streets limit the transportation choices and can often be dangerous. Creating streets that are accessible to people of all ages provides more opportunities for community growth. Additional benefits from the design of Complete Streets include:

- Enhanced safety due to clearly defined areas for each mode of transportation.
- Congestion reduction due to increased mobility choice.
- Equitable transportation options with more independence from private car ownership.

Contexts

Table 13: Classification Hierarchy

Thoroughfare Context Sensitive Classifications			
Interstate			
Downtown	**Traditional Neighborhood**	**Urban**	**Rural**
See Unified Development Code	Primary Arterial	Primary Arterial	Primary Arterial
			Primary Arterial - Divided
	Secondary Arterial	Secondary Arterial	Secondary Arterial
	Collector	Collector	Collector

Source: ATG Project Team

Downtown

The blocks within historic downtown Brownsville have a unique fabric that create a vibrant city center. Maintaining this character is key to its long-term success. Corridors within downtown tend to be streets with higher density housing and job areas. These corridors are well connected street networks and include a mix of intensity between residential, commercial, and recreational land uses. With a mixed-use environment, residents enjoy a more walkable area with a lower dependence on the automobile. Per the City's Unified Development Code, streets within the downtown zoning districts (DC, DG, DE) must adhere to the Street Design Standards Code and are subject to New Street Types in 3.4.5D of the Code.

Traditional Neighborhood

Surrounding downtown and serving as a connection to adjoining neighborhoods, the traditional neighborhood context includes older commercial corridors and established neighborhoods. Like the downtown context, a mixed-used environment encourages a lower dependence on the automobile and higher walkability. There are many roadway improvements that can be accomplished within this context. Some examples include buffered bike lanes, bus-only lanes, crosswalks, curb extensions, median refuge islands, sidewalks, and signage.

Urban

The urban context includes areas that are outside of where the City of Brownsville has designated the downtown or traditional neighborhood zones in the UDC and are still designated as urban by the U.S. Census. These areas bridge the gap between the established historic core of Brownsville and the surrounding community. These areas have a higher reliance on the automobile than downtown and traditional neighborhood contexts but are not as spread out as areas within the rural context. The included flex space can be used for numerous purposes such as sidewalks, transit stops, landscaping, and bioswales.

Rural

Rural streets are distinct from urban streets. In a rural setting, residents typically live further distances from services, making the pedestrian experience more difficult. There are challenges associated with rural streets such as lack of transportation options, safety, and traditionally auto-oriented roadways. A rural corridor tends to cross trough lower density housing and job centers, featuring more agricultural and industrial uses. These streets are typically underserved by regional transit services and do not have curbs, gutters, or paved shoulders. Commercial uses are typically scarce and concentrated. To improve these roadways, projects could include creating conventional bike lanes, paved shoulders, sidewalks, and midblock signalized crossings.

Table 14, Table 15, and Table 16 show an overview of how each classification varies by context. Each context's specification is derived from the City's existing Thoroughfare Plan with new options for active transportation and resilience flexibility.

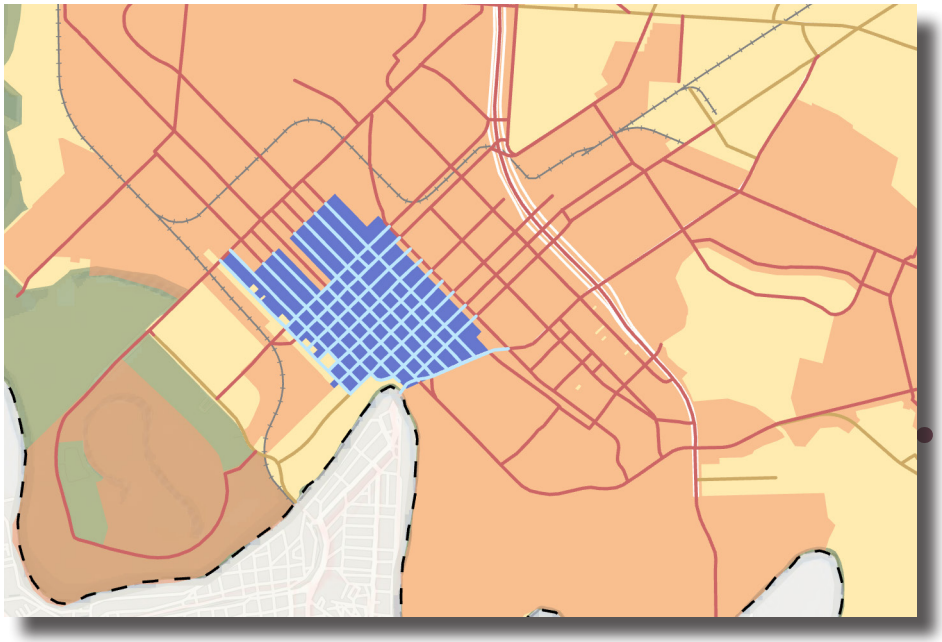
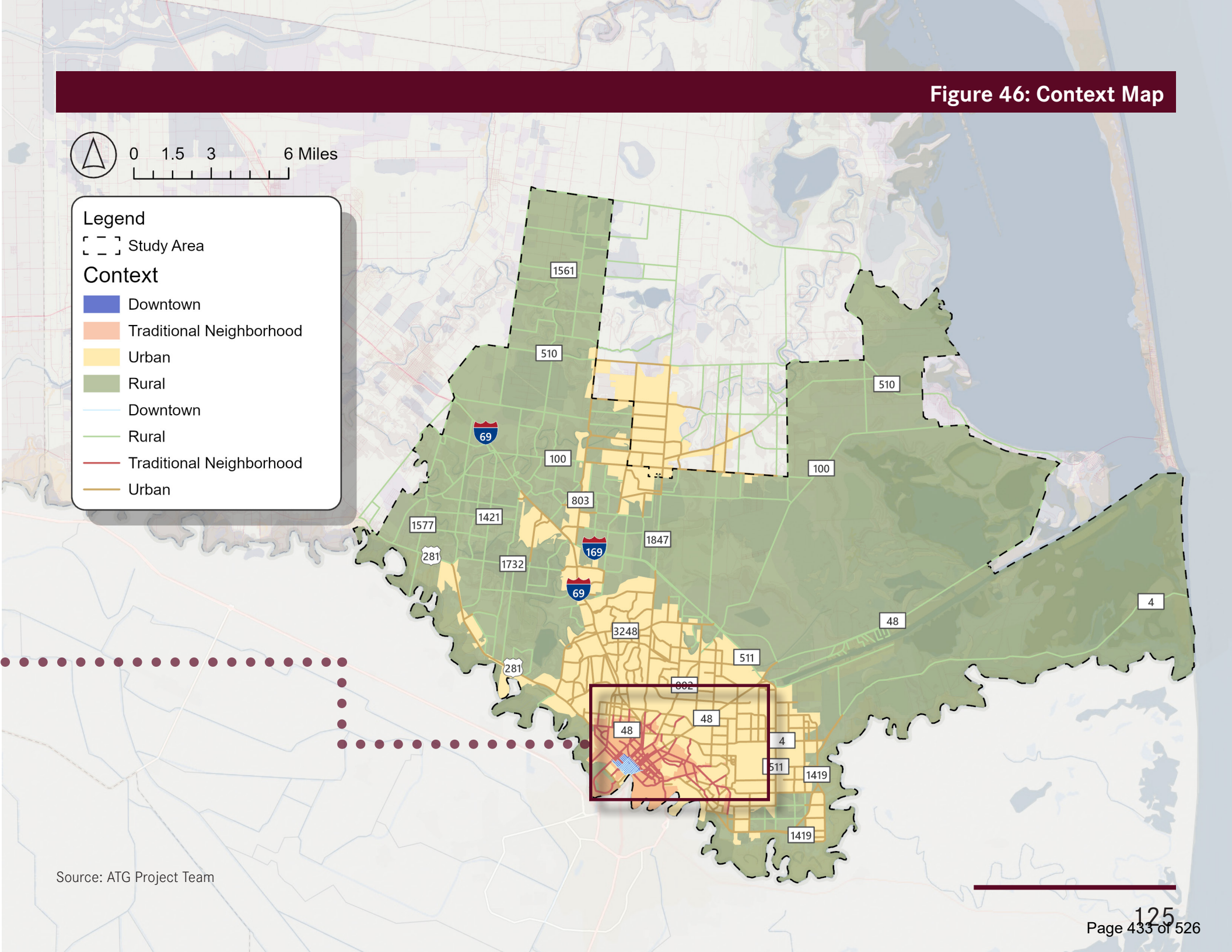


Figure 46: Context Map



Source: ATG Project Team

Table 14: Traditional Neighborhood Context

Traditional Neighborhood Context			
Classification	Primary Arterial	Secondary Arterial	Collector
Total Right-of-Way	100'	70'	40'
# Travel Lanes	4 lanes	2 lanes	2 lanes
Lane Width*	12'	12'	10'
Median	16' (or center turn lane)	16' (or center turn lane)	Not recommended
Shoulder Width*	3'	3'	-
Flex Space*	10'	7'	5'
Sidewalk	5’	5’	5’

**per travel direction*

Source: ATG Project Team

Table 15: Urban Context

Urban Context			
Classification	Primary Arterial	Secondary Arterial	Collector
Total Right-of-Way	120'	110'	80'
# Travel Lanes	4 lanes	4 lanes	4 lanes
Lane Width*	12'	12'	12'
Median	16' (center turn lane)	16' (center turn lane)	Not recommended
Shoulder Width*	10'	10'	3'
Flex Space*	13'	8'	8'
Sidewalk	5’	5’	5’

Source: ATG Project Team

Table 16: Rural Context

Rural Context				
Classification	Primary Arterial	Primary Arterial-Divided	Secondary Arterial	Collector
Total Right-of-Way	150'	150'	120'	100'
# Travel Lanes	4 lanes	4 lanes	4 lanes	2 lanes
Lane Width*	12'	12'	12'	12'
Median	16'	40'	Not recommended	Not recommended
Shoulder Width*	10'	14'	10'	8'
Flex Space*	28'	12'	21'	25'
Sidewalk	5’	5’	5’	5’

Source: ATG Project Team



Pictured: Intersection of 11th St and Washington St

Typical Cross Sections

Primary Arterial

Primary arterials function to expediate the movement of traffic across communities, serving as major connectors. The number of lanes is typically 4, with a median or center turn lane to separate traffic. Control of driveway access is important to limit conflicts when possible, and access to land uses should be provided via secondary arterials or collectors. Flex space is included to allow for the addition of appropriate facilities to accommodate all users when possible.

Secondary Arterial

Secondary arterials support and connect primary arterials. While undivided roadways and continuous two-way-turning-lanes are permitted for this functional class, center turn lanes smooth the flow of traffic by removing turning automobiles from the flowing drive lane. The minor arterial's primary purpose is to provide mobility over access, making on-street parking discouraged. Flex space is included to allow for the addition of appropriate facilities to accommodate all users when possible.

Collector

Collectors provide circulation and access. Collector roads discourage on-street parking to reduce the conflict points. For mixed-use areas, the function of collectors is more balanced between the circulation and access, making on-street parking more appropriate. Mixed-use areas are designed to promote pedestrian circulation, so the intersections and sidewalk treatments should be designed to promote the clear sight lines and reduce the crossing distances. An example would be sidewalk extensions or bulb-outs, these can be done with physical infrastructure or striping the surface. The collector roads within residential areas should match the existing land use densities and provide pedestrian accommodation for crossing and clear sight lines. Flex space is included to allow for the addition of appropriate facilities to accommodate all users when possible.

A cross section shows the proposed configuration of a road, including the width and description of each element.

Figure 47: Traditional Neighborhood Primary Arterial

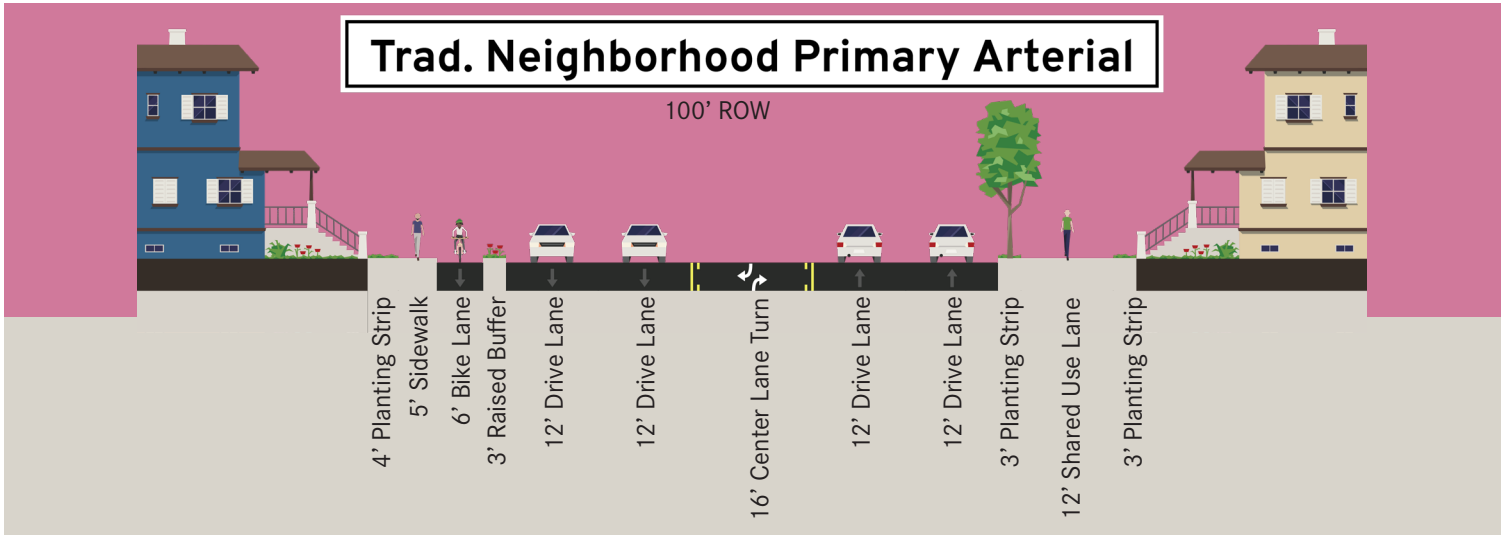
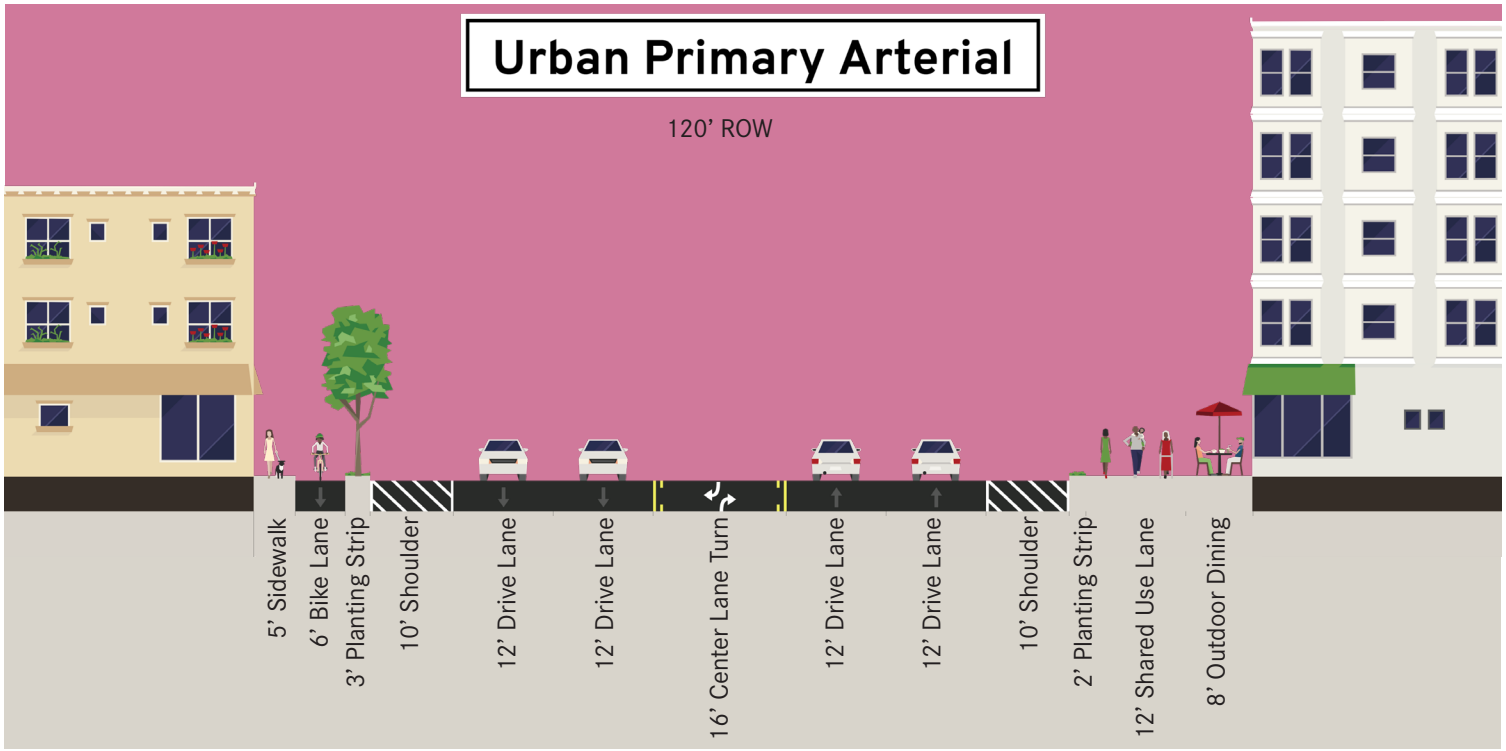


Figure 48: Urban Primary Arterial



Source: ATG Project Team using Streetmix

Figure 50: Rural Primary Arterial

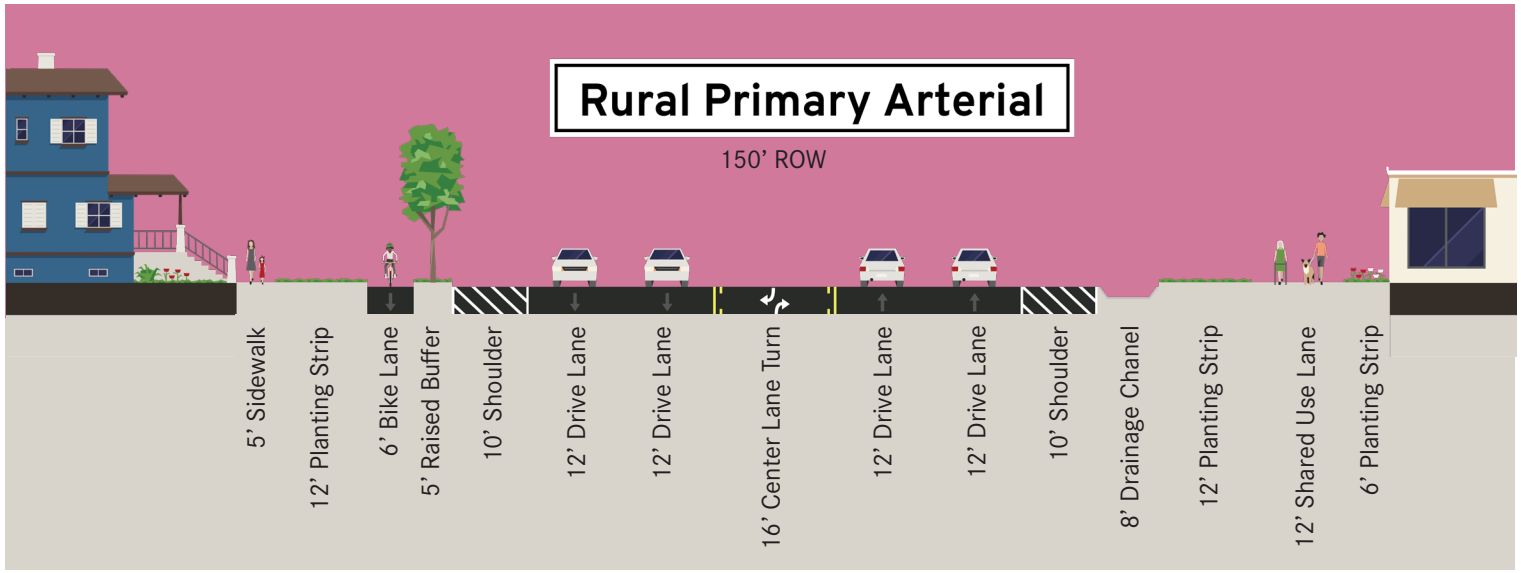
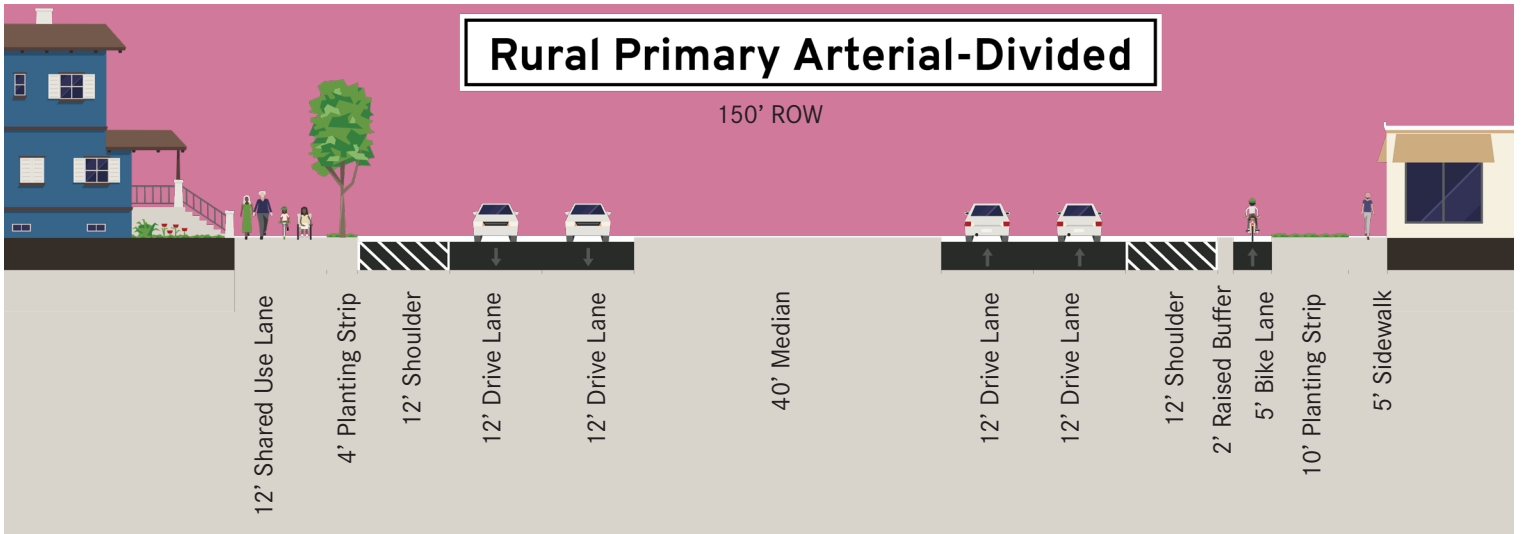


Figure 49: Rural Primary Arterial - Divided



Source: ATG Project Team using Streetmix

Figure 51: Traditional Neighborhood Secondary Arterial

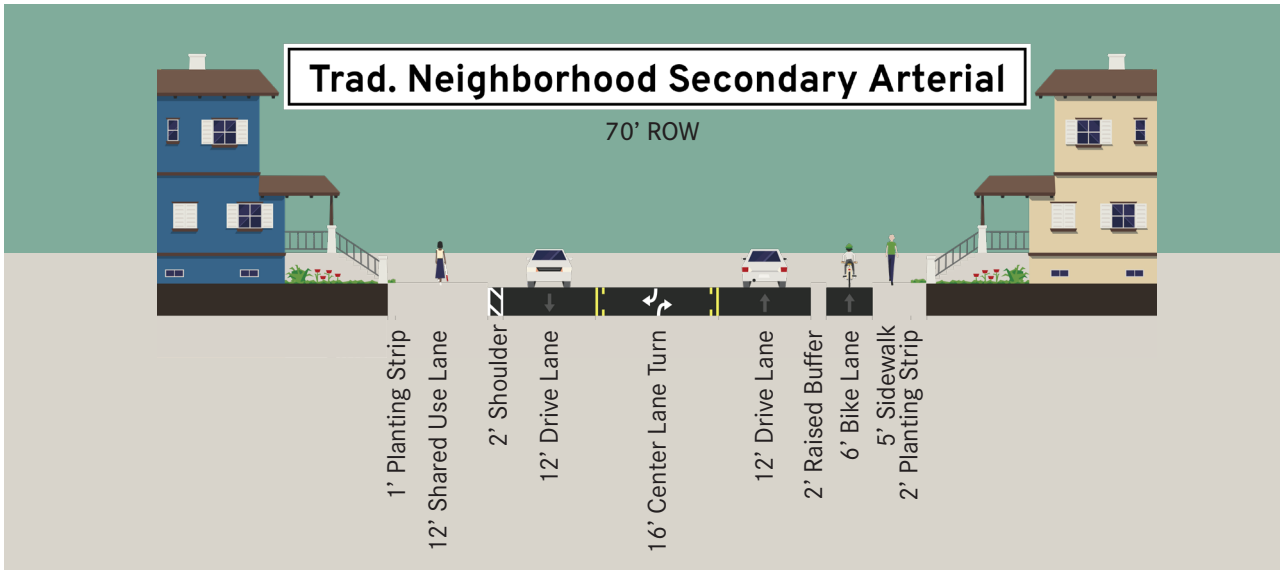
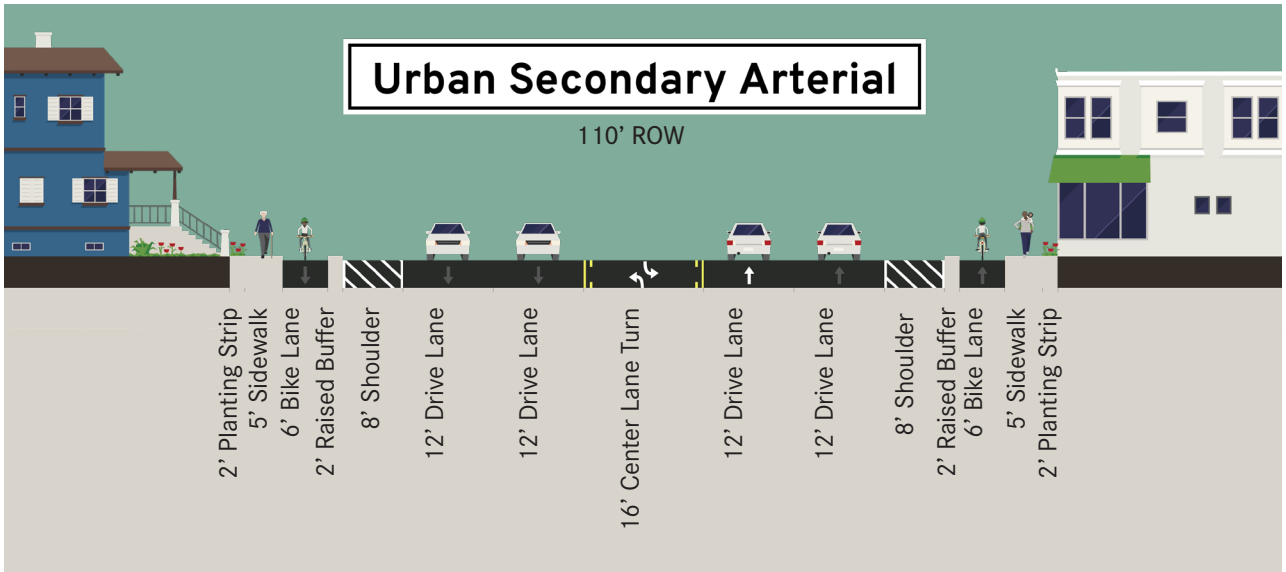


Figure 52: Urban Secondary Arterial



Source: ATG Project Team using Streetmix

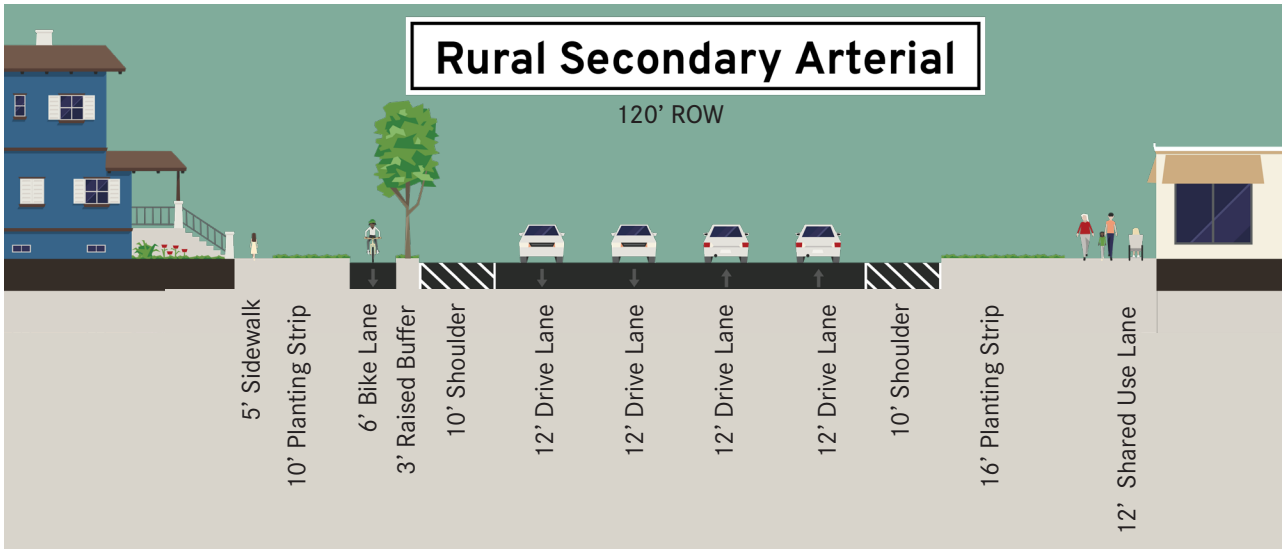


Figure 53: Rural Secondary Arterial

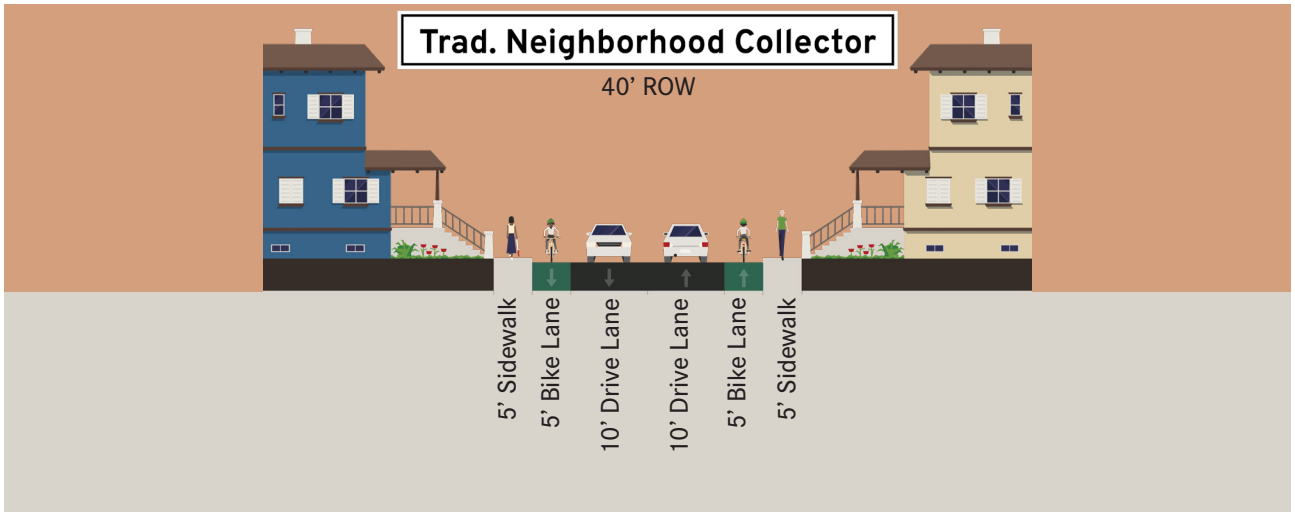


Figure 54: Traditional Neighborhood Collector

Source: ATG Project Team using Streetmix

Figure 55: Urban Collector

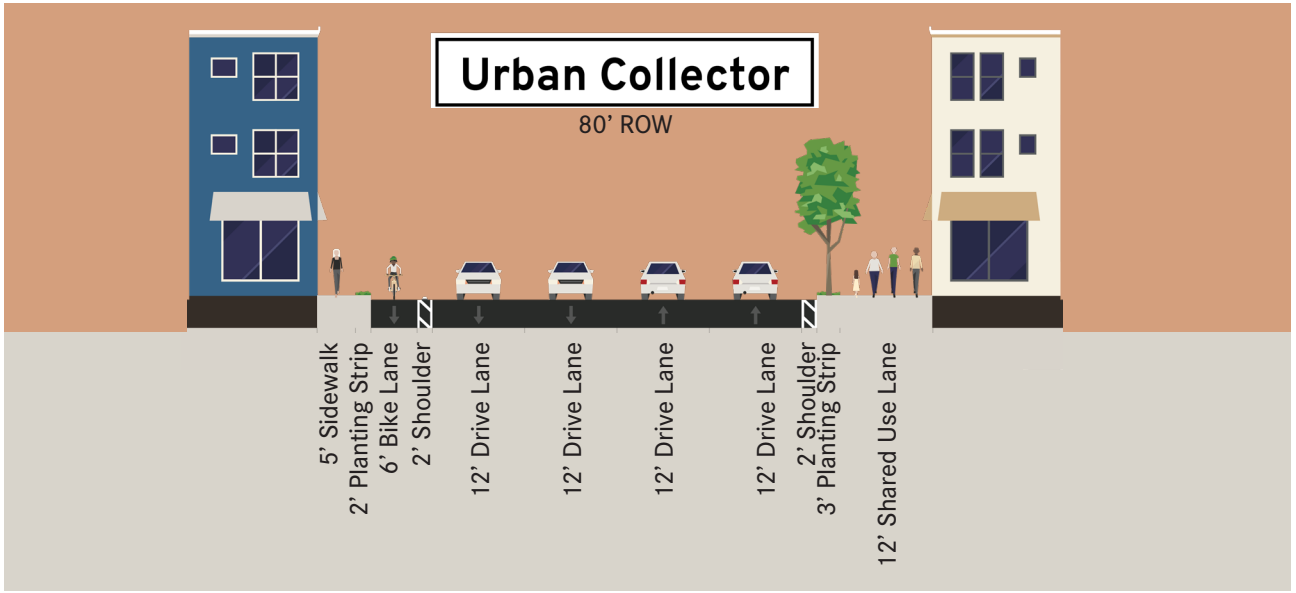
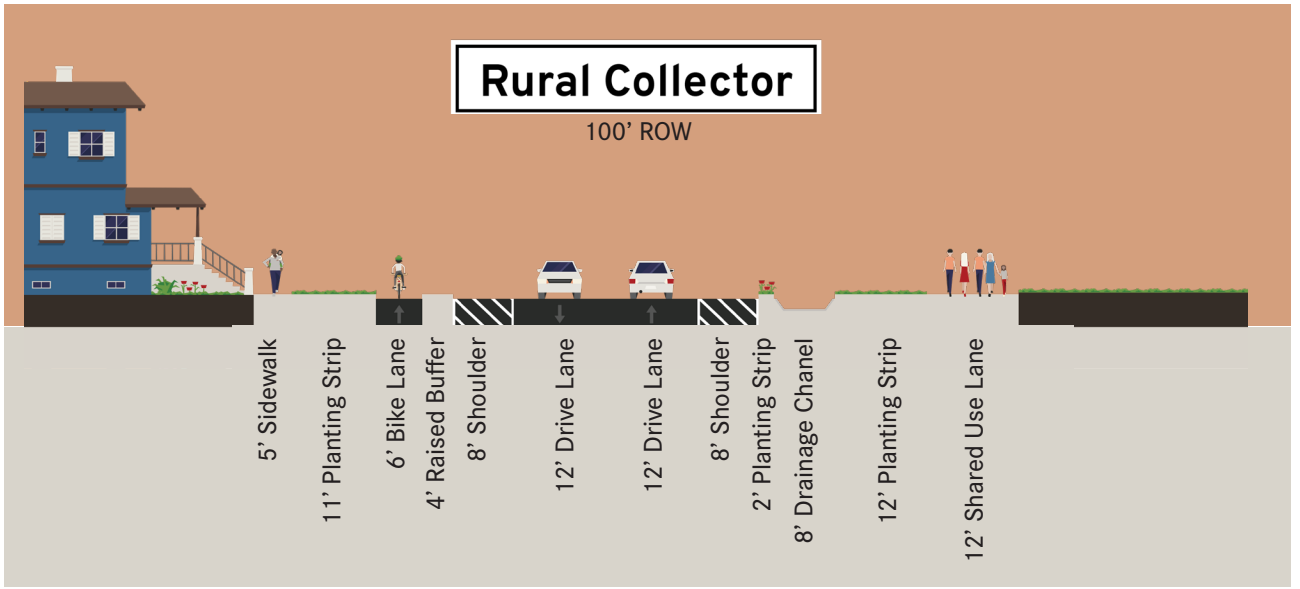


Figure 56: Rural Collector

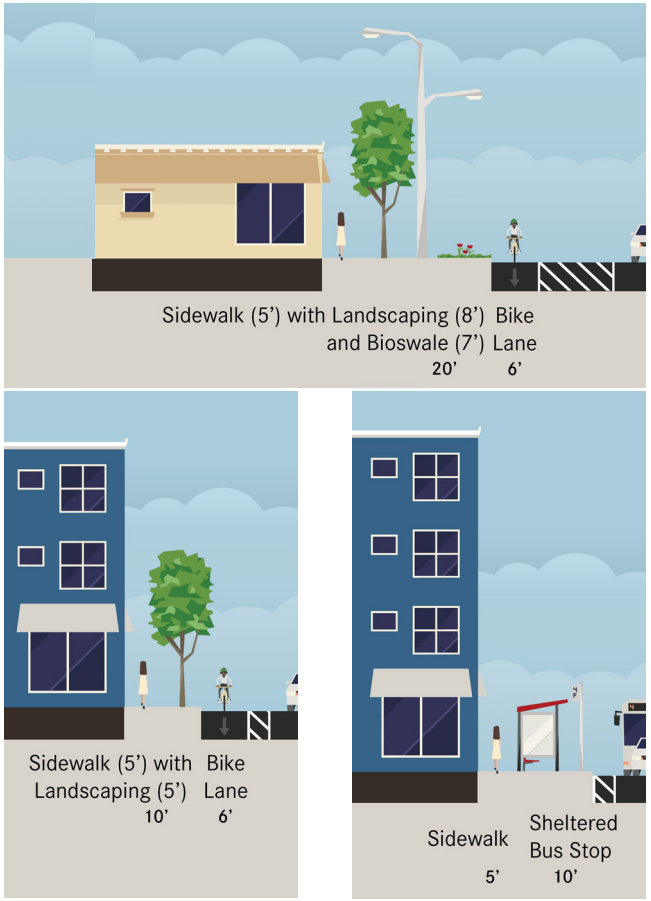


Source: ATG Project Team using Streetmix

Flex Space

All cross sections include varying amounts of flex space which can be used to meet the unique needs and challenges of each street environment. Public involvement and alignment with other city plans should drive decision-making about flex space options. Projects that could be included in the flex space include bike lanes, multiuse paths, bioswales, transit stops, and landscaping, as can be seen in Figure 57.

Figure 57: Flex Space Examples



Source: ATG Project Team using Streetmix

Active Transportation Design Guidelines

The BTX Mobility Plan strives to plan and create a thoroughfare network that tailors to all modes of travel and users spanning all ages and abilities. Findings from the existing conditions analysis, feedback from the public, as well as a review of best practices suggest there is ample opportunity to incorporate bicycle infrastructure into the existing thoroughfare network and improve the pedestrian network.

To support leadership and decision-makers with facility selection and to help standardize infrastructure across Brownsville as roadway projects are implemented, it is useful to adopt active transportation design guidelines using national best practice and industry standards. Updated TxDOT design guidance references FHWA guidance on separated bike lanes and supersedes, where applicable, the previous 2012 American Association of State Highway and Transportation Officials (AASHTO) guidance. In addition, TxDOT acknowledges the use of NACTO guidance for off-system roadways, or those not designated on the state system, where an agreement is made between local governments and the associated TxDOT district. This update in guidance from TxDOT allows for greater flexibility and creativity to bring safe and convenient walking and biking facilities for all people. The use of the FHWA or NACTO guidelines, if approved, should be used when designing walking or biking facilities.

Transit Amenities

Brownsville's transit system (B Metro) uses critical thoroughfare network corridors and therefore will need to utilize ROW for the allocation of amenities. While the plan does not directly address how, when, and where transit amenities should be implemented, guidelines based on ridership are provided to help decision-makers understand what types of amenities may be located along roadway infrastructure, and therefore how much ROW may be necessary to properly meet transit stop needs.

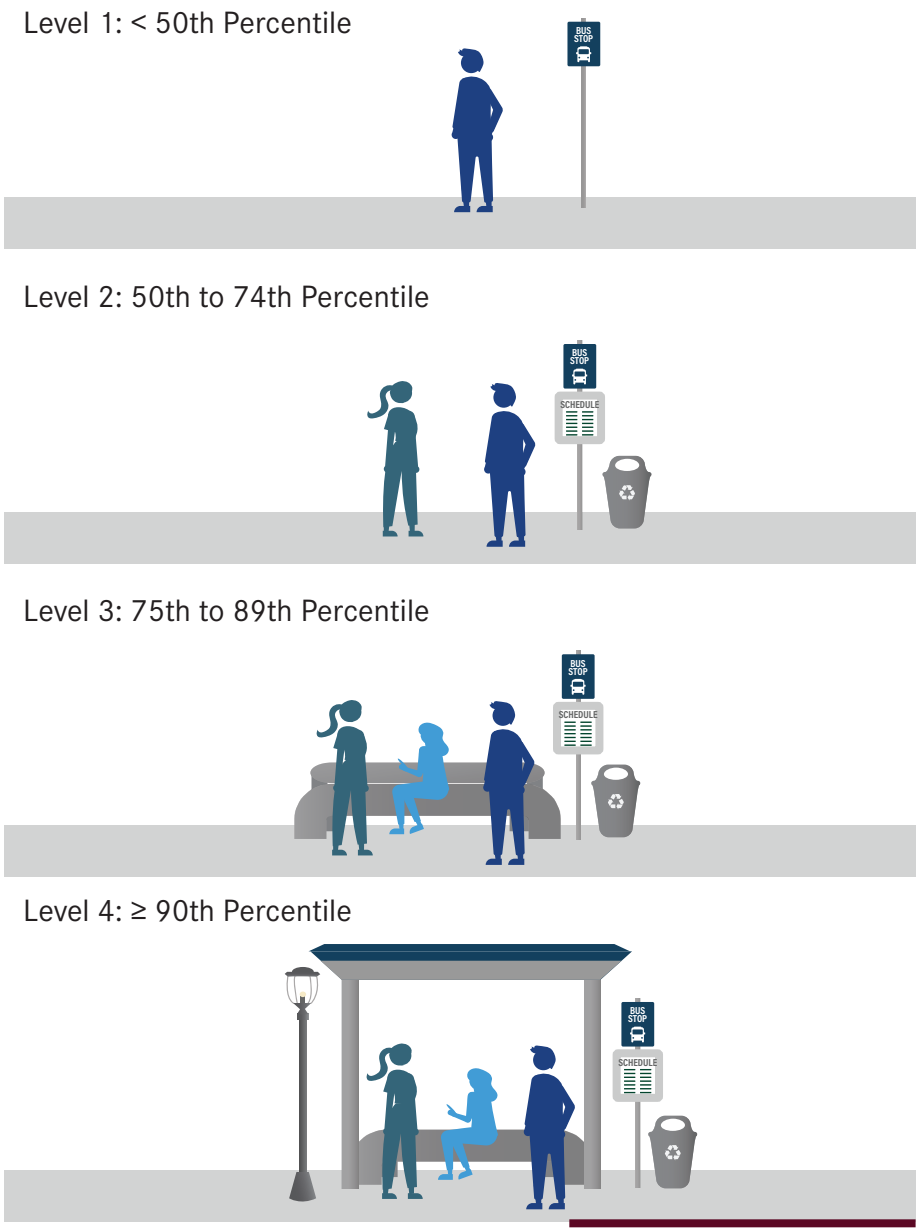
In general, bus stop facilities should be integrated within existing pedestrian and bicycle networks. Space to wait for the bus should be well connected to the sidewalk network, making it easy for riders to continue their trip beyond the bus stop. Stops should also be clearly discernible for transit users.

Stop Design

All stops should be safe, visible, and accessible. Stops should also be designed to match the urban character and visual aesthetic of its surroundings, particularly in historic areas such as downtown Brownsville where color palette and visual continuity are important to the area's historic character. However, all stops should not contain the same types of amenities for funding and feasibility reasons. Ridership thresholds can be used to understand how many people board and disembark the bus at a stop-level, and in turn provide an understanding of the appropriate level of design for a given stop in the system.

Using stop-level ridership can ensure that stop amenities are distributed based on stop productivity and frequency of use, depending on available funding. For example, if a system had 100 stops and used the percentiles below to distribute amenities, it would mean that the top 10 most-frequented stops based on daily ridership would be given level 4 amenities.

Figure 58: Transit Amenities



Hazard Mitigation / Resilience

Hazard mitigation involves identifying disaster risks and taking action to reduce the loss of life and property. Transportation planning is closely tied to hazard mitigation strategy because transportation infrastructure can both increase and decrease hazard risks. By collaborating with emergency managers, transportation professionals can save lives and protect community investments. Further, transportation infrastructure can be leveraged to mitigate two major hazards in Brownsville: extreme heat and flooding.

Extreme Heat

In many urbanized areas, the surfaces of the built environment absorb and re-emit the sun's heat more than natural areas and open space. This results in the urban heat island (UHI) effect, which may cause urban areas to experience temperatures as much as 7.2 degrees Fahrenheit hotter during the day. This extreme heat negatively affects public health, tourism, infrastructure, overall quality of life, and more.

Transportation infrastructure can mitigate the urban heat effect by incorporating with strategies such as:

- Using native landscaping to absorb heat and supply shade.
- Reducing or eliminating parking lots.
- Incorporating bike lanes and sidewalks into existing roadway.
- Building shade structures over pedestrian infrastructure.
- Increasing access to parks and green spaces.

Flooding

Regional flooding is generally managed using grey infrastructure (storm drains, pipes, culverts, etc.); green infrastructure, on the other hand, uses the natural environment to complement traditional water management practices. In areas prone to flooding, green infrastructure features can be added to transportation streetscapes to add capacity to the storm sewer system during heavy rainfall events and ultimately provide more protection to property and life. Moreover, drainage swales, native landscaping and shrubs have the ability to soak up water into root systems and lessen the load on the larger water management system. Green infrastructure has other benefits like improving public health and mitigating extreme heat. Examples of green infrastructure incorporated into the transportation system might include:

- Installation of trees along streetscapes
- Using native landscaping for stormwater collection (bioswale)



Pictured: Generic Bioswale

Amending the Thoroughfare Plan

The Thoroughfare Plan is a conceptual plan that lays the foundation for implementing a best practice thoroughfare network; however, additional feasibility, environmental, and engineering studies will be necessary to refine the details of each project and ensure that it fits within the context of the adjacent land uses and is sensitive to land use plans, topography, and environmental features.

The plan is designed to be flexible enough to accommodate these project development steps by providing ranges for the various functional classifications' design attributes and providing principles, the detailed implementation of which is addressed in City ordinances and other guidance. Therefore, it is not necessary to amend the thoroughfare plan every time there is a minor change in an alignment or an adjustment to cross-section dimensions to address an engineering or topographic challenge or to accommodate an individual site plan.

Amendments to the Thoroughfare Plan would be appropriate to make the following changes:

- ✓ Add additional new roadway alignments to the thoroughfare network.
- ✓ Remove a proposed new roadway alignment from the thoroughfare plan.
- ✓ Add or remove a functional classification category.
- ✓ Change the functional classification of a roadway.

Implementation & Funding

The ultimate goal of the thoroughfare plan is to see the build out of the transportation network through the implementation of the plan. There are several regulations, grants, and programs that provide legal authority and, or funding to support the build out of the network.

Subdivision Regulations

One of the most common ways to implement a thoroughfare plan and incrementally preserve necessary right-of-way for growth is through administration of local subdivision regulations. When a community adopts a thoroughfare plan, land developers must reserve right-of-way for new streets by dedication and construction of improvements or for road widening through building line setbacks. Moreover, for a new subdivision to be approved, the development must be laid out in conformance with the adopted thoroughfare plan of the community. Applicable local regulations will need to be revised in order to fully implement the proposed Thoroughfare Plan.

Capital Improvements Program

In addition to the incremental approach leveraged by subdivision regulations, a thoroughfare plan implementation can be accomplished through acquisition and construction of capital projects. Available to jurisdictions at all levels of government, the Capital Improvement Plan (CIP) is a community planning process involving a two-part system: the capital budget and the capital program. The capital budget contains the upcoming year's spending on capital items like road widenings or sidewalk construction. The capital program is the plan of expenditures that is typically extended five to ten years beyond the capital budget in order of priority. The goal of the CIP is to be a working document that can be updated to reflect any changing community needs, priorities and funding opportunities granted. Further, a goal of the CIP is to include the community's needs with a revenue plan that best fits the available resources. As the City, the MPO, or federal agencies develop CIPs, the thoroughfare plan should be considered to establish project concepts and alignments for design. As part of the BTX Mobility Plan, the Thoroughfare Plan is used as a basis for the plan's Capital Improvement Plan for both impact fee and multimodal corridor projects.

CIP Funding Options

MPO

As the regional planning entity, the RGVMPO is responsible for distribution of federal and state transportation funds through Metropolitan Transportation Plan implementation. As part of the MTP process, the Rio Grande Valley MPO prioritizes and funds a program of multimodal transportation projects throughout the region. Examples of funding sources under the Rio Grande Valley MPO jurisdiction include, but are not limited to, the following:

- The Surface Transportation Block Grant (STBG) program is one of the programs authorized by the Infrastructure Investment and Jobs Act (IIJA) which may be used for projects on any federal-aid highway, public road bridge projects, facilities for non-motorized transportation, transit capital projects, and public bus terminals.
- The Highway Safety Improvement Program (HSIP) aims to achieve a significant reduction in traffic fatalities and serious injuries on all public roads. The IIJA requires that HSIP funds be used for safety projects that are consistent with the State's Strategic Highway Safety Plan (SHSP). These HSIP funded projects must correct or

improve a hazardous road location or feature or address a highway safety problem.

- The Transportation Alternatives Program (TAP) provides federal funds for non-traditional improvements adjacent to or within the right of way of a transportation facility. TAP focuses on active transportation projects such as pedestrian and bicycle facilities, infrastructure for pedestrian access to public transportation, projects that enhance pedestrian mobility, and Safe Routes to School infrastructure projects.

Local

Even for projects for which federal and state funding is available, the share of costs not covered by federal and state programs are typically the responsibility of the local government sponsor of the project. Local funding may be used as a "local match," typically around 20 percent of total project costs, for a larger federal grant or for an entire project. Ideally, local jurisdictions will develop long-range capital improvement plans that leverage both MPO and local funds to maximize implementation of this plan. Examples of local funding sources include the following:

- Property and sales taxes
- Impact or roadway maintenance fees
- Municipal bonds
- Special assessments
- Grants
- Tax increment financing
- Public-private partnerships

Infrastructure Investment and Jobs Act

The Infrastructure Investment and Jobs Act (IIJA) was signed into law on November 15, 2021. The law authorizes $1.2 trillion for transportation and infrastructure spending over a five-year period. IIJA reauthorizes existing programs from the FAST Act and introduces new funding programs, both which Brownsville may utilize in the implementation of the thoroughfare plan. Two examples of such programs include:

- The Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grants program (formerly TIGER/BUILD) awards grants for investments in surface transportation infrastructure that will have a significant local or regional impact.
- The Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation (PROTECT) grant program funding is available for making resilience improvements to existing transportation assets and evacuation routes and addressing at-risk highway infrastructure.

Hazard Mitigation Programs

Beyond traditional sources of transportation funding, local jurisdictions can develop creative plans for project implementation. Because transportation planning can support hazard mitigation by incorporating mitigation and planning practices into transportation projects, the City may utilize non-transportation funds for construction. Examples of programs that might provide funding under these circumstances include, but are not limited to, the following resources:

- The Federal Emergency Management Agency (FEMA) Flood Mitigation Assistance Program provides funding to communities for projects and planning that reduce or eliminate the long-term risk of flood damage to structures insured under the NFIP.
- The Building Resilient Infrastructure and Communities (BRIC) program supports states, local communities, tribes, and territories as they undertake hazard mitigation projects, reducing the risks they case from disasters and natural hazards. This program aims to shift the federal focus away from reactive disaster spending and toward research-supported, proactive investment in community resilience.

Maintenance Funding

Maintenance of existing transportation infrastructure in a state of good repair is imperative for ensuring safety and financial savings long-term. Unfortunately, maintenance costs are rapidly increasing, while conventional funding sources are in decline. Motor fuel taxes, traditionally a significant source of transportation funding, have seen a decrease in recent years, as more fuel-efficient technology and the proliferation of electric vehicles reduce the amount drivers are spending on fuel. Funding may come from alternative sources, conventional and innovative. Examples of maintenance funding sources may include:

- Roadway maintenance fees
- Federal grants
- Public-private partnerships
- Property and sales taxes
- Motor vehicle sales and rental car taxes
- Parking fees

Implementation Process

It is important to note that although the recommendations put forward in the BTX Mobility Plan were developed with community and stakeholder needs and financial feasibility in mind, the plan development process does not replace the thorough impact analyses and context sensitive design approach to be completed for each project as they move closer to design and construction.

In the future, individual projects will be refined and undergo detailed design level cost estimation, impact analyses, preliminary engineering, environmental assessment, and final design, while receiving public input as necessary and applicable. The order in which projects are implemented will depend on a variety of factors, including financial readiness, plan prioritization, construction phasing, and local transportation needs. As finances are prepared for project implementation, communities should begin adopting new regulations to preserve the needed rights-of-way for future projects. Over time, this coordinated effort will ensure a smooth and efficient path towards full implementation of the thoroughfare network.



Pictured: Morrison Rd



Transit Plan

7

Introduction

As a city grows and changes, transit service may need to be adjusted to accommodate ridership and future growth. For Brownsville, recent transit planning efforts have been robust and conducted with this in mind. While COVID-19 has presented its own challenges to transit agencies around the country, the recommendations from recent efforts should be prioritized as a starting point to ensure consistency with previously identified goals and community input, and predictability for riders.

A transit network realignment based on the 2017 Brownsville Transit Plan was implemented less than three years ago, so B Metro would best serve its customers with consistent, incremental improvements to service on that system. The BTX Mobility Plan seeks to build on the previous transit plan by leveraging recommendations from the RGVMPO's Regional Transit Development Plan from 2020. The findings and recommendations from these plans not only remain relevant, but they also lay the foundation for the Mobility Plan's transit recommendations and build toward a transit future in Brownsville that aligns with the needs of the community.

Brownsville's transit riders identified three key preferences in 2017: more frequent service, later service, and Sunday service. While the network realignment and short-term solutions like interlining routes and clockface scheduling represent major progress towards implementation; some long-range recommendations are not fully implemented to date. These include further increases in frequency and service span and improving bus stop amenities. These issues persist and have once again been identified as key recommendations through the Mobility Plan's analysis and engagement.

The 2020 Regional Transit Plan provided an assessment of transit conditions and recommendations for improvement across the Rio Grande Valley, including transit service standards for the region regarding reliability, route and schedule design, bus stops, technology, and identity. While B Metro meets and should continue to maintain many standards in these areas, others offer baseline metrics and design guidelines that B Metro should strive to meet.

Maintenance and implementation of service standards can help to improve transit service in Brownsville. Looking at B Metro through the lens of these standards offers immediate opportunities and guides for improving service moving forward. The standards offer a baseline for improvements, but many of them overlap as well. Metrics require good data to measure and track trends over time. Moreover, data collection can be enhanced through technological improvements. Tracking such trends allows for data-driven decision-making to guide service adjustments or prioritize improvements.

Table 17: Matching Key Findings to Service Standards

2017 Brownsville Transit Plan Key Findings	2020 RGVMPO Regional Transit Plan Service Standards
More frequent service	15-30 minute headways for local, urban routes
Later service	Standard service until 8pm; Extended service until 10pm
Sunday service	Weekend service where appropriate
Improved bus stop amenities	Top 10% of bus stops should have a shelter; Top 25% should have a bench
Coordination to minimize connection times	Transfers between routes and systems should be scheduled to take place within 15 minutes

Reliability

On-Time Performance

The basic service standard for OTP is that a bus should depart no later than 5 minutes late and not a second early. B Metro reported 30% early departures for the system overall. By simply turning those early departures into on-time, the system would meet an OTP service standard of 75% on-time for all bus stops.

Frequency

For riders, high frequency service is more valuable than on-time service, though it also requires more resources. Most of B Metro's routes feature 60-minute headways. The BTX Mobility Plan service standards recommend 15–30-minute headways for local, urban service.

Clock-face Scheduling

B Metro's routes currently depart La Plaza Terminal on the hour or half-hour. Maintaining clock-face scheduling during service adjustments or expansions is a simple measure that provides convenience for riders.

Span of Service

The recommended standard span of service is 7:00 am – 8:00 pm. While B Metro's website states a systemwide service span of 6:00 am – 8:25 pm, it varies by route according to the schedules, and several routes end before 8:00 pm. Standardizing service spans by weekday, Saturday, and Sunday simplifies schedules for riders. As resources become available, providing later services offers riders more accessibility and mobility.

Route and Schedule Design

Route Patterns

Minimize variations in route patterns, flexible service, and service duplication unless there is a clear and necessary reason. Incremental tweaks to a network over time can lead to great inefficiencies and impact service and available resources in the future.

Transfers

Transfers between routes and systems should occur within 15-minutes. Achieving this goal requires holistic planning across the system. Furthermore, free transfers within the same system simplify trips and encourage ridership rather than charging a rider a nominal fee for an added inconvenience.

Propensity and Need

When evaluating existing and potential service, transit propensity and need should drive the decision-making process rather than personal or political requests for service adjustments. This data driven approach should also guide prioritization of service improvements like increasing frequency.

Productivity

Service effectiveness measures should be regularly tracked over time to assess productivity of the system. Despite the challenges presented to transit systems around the country by the COVID-19 pandemic, agencies are striving to recover ridership to pre-pandemic levels. However, focusing on measures that factor for necessarily reduced service, like passengers per hour, may provide a more realistic goal.



Pictured: B Metro Bus Stop

Travel Time

The number and types of destinations a rider can reach within a reasonable amount of time is a great barometer of transit service. Budgeting for resources that allow this analysis or focusing on such a metric when service adjustments are being considered can be key to improving service for riders.

Bus Stops

Stop Spacing

Maintaining adequate bus stop spacing is key to frequent, accessible service. An analysis yielded only a few gaps in the proper stop spacing on the outskirts of the city, which is not particularly surprising or unexpected. Considering microtransit options to serve the first/last mile to these less dense, more difficult to reach areas may present an alternative solution that could allow B Metro to shift resources to increasing frequency on the most used routes that run primarily through areas of high transit demand.

Stop Design

According to regional service standards, the top 10% of stops in terms of daily usage should feature a full set of amenities, including a bench, shelter, lighting, trash cans, and bilingual signage. Though the data provided by B Metro does not include trash can placement or bilingual signage, the inventory shows that 13% of stops have all of the other identified amenities. Additionally, 21% of all stops have shelters at a minimum. Analyzing stops based on their usage can provide a more targeted approach to improving amenities based on these service standards.

Technology

Internal Operations

Many of the above recommendations require up-to-date technology and practices that allow for proper data collection and service planning. Technical capacity should be regularly reviewed to identify efficiencies that can be gained from technological improvements. Budgeting annually for operations technology can help ensure that the agency is ready when and if the need arises to procure such systems.

External Identity

Beyond improving in-house operations, outward-facing technology can benefit riders and ease the burden on staff and operations in some cases. A well-designed and regularly updated website and app can go a long way toward limiting customer service calls and emails for information or complaints. Procuring software and services can be complicated and expensive, but done properly, they can greatly improve service, agency perception, and increase efficiencies.

Improvements to transit can increase access to jobs, services, education, and key destinations for those without access to a vehicle.

Service Recommendations

Based upon the latest analysis, the transit element of the BTX Mobility Plan emphasizes opportunities for improving transit service in the context of RGVMPO's regional service standards. While RGV presents these standards as systemwide goals, progress may be incremental and prioritized by ridership, resources, and need.

Based on the mobility plan's analysis and public outreach, five metrics within the regional service standards have been highlighted as key, overall recommendations for B Metro. Baseline and progressive goals are presented based on the standards but tailored to Brownsville and this study's findings.



Pictured: B Metro Bus Stop

Table 18: Service Standard Goals

Metric	Baseline Goal	Progressive Goal
Span of Service	Meet standard span of service (7 AM to 8 PM) on weekdays with weekend service where appropriate	Meet extended span of service (6 AM to 10 PM) on weekdays with standard or better span of service on weekends
On-Time Performance	Maintain 75% on-time performance at all bus stops	Maintain 85% on-time performance at all time points and transfer hubs
Frequency	Increase service to achieve maximum headways of 30 minutes on most routes	Implement high frequency network routes with 15-minute headways or less
Transfers	Eliminate transfer fees	Ensure transfers between routes are scheduled to occur within 15-minutes
Bus Stop Design	Ensure the top 25% of all stops feature a bench	Ensure the top 10% of all stops feature a well-lit bus shelter

Extend Span of Service

Later and weekend service offers riders more accessibility, mobility, and therefore, opportunity. Public outreach has continually identified this as a desire and need.

In the short-term, extend regular, weekday service until at least 8:00 PM to meet standard span of service set out by RGVMPO on most routes. To align with public feedback, add Sunday service to Routes 3, 6, and 7 so that all regular routes provide Sunday service. Longer-term, meet extended span of service (6 AM to 10 PM) on weekdays with weekend service on all routes.

Improve On-Time Performance (OTP)

B Metro reported a systemwide OTP of just 46%, with 30% early departures. Limiting early departures alone could dramatically boost OTP toward maintaining the 75% service standard set by RGVMPO for all stops. The 30% early departure rate, if reliable, shows there may be room for immediate improvements in headways if buses are departing stops early nearly one-third of the time.

First, B Metro must ensure internal data is reliable, procuring and implementing an updated system of tracking vehicles and OTP if necessary. Due to software limitations OTP reporting was inconsistent and did not provide adequate sampling to perform analysis or provide recommendations. It is then recommended to review OTP software reporting capabilities and readdress OTP analysis once a more reliable reporting method has been established.

Table 19: Recommended Short-Term Service Span Improvements

Route	Weekday Service	Saturday Service	Sunday Service
Route 1 Westend	6:00am-8:30pm	6:00am-8:30pm	9:00am-5:30pm
Route 2 Jefferson	6:30am-8:30pm	6:30am-8:30pm	9:00am-5:30pm
Route 3 Boca Chica	6:30am-8:00pm	6:30am-6:30pm	9:00am-4:00pm
Route 4 Los Ebanos	6:30am-8:00pm	6:30am-6:30pm	9:30am-6:00pm
Route 5 Paredes/Alton Gloor	6:00am-8:00pm	6:00am-7:30pm	9:00am-6:00pm
Route 6 Southmost	6:30am-8:00pm	7:00am-7:00pm	9:00am-4:00pm
Route 7 Jose Colunga	6:00am-8:00pm	6:00am-7:00pm	9:00am-4:00pm
Route 8 Hortencia	7:00am-8:00pm	7:00am-7:00pm	9:00am-5:00pm
Route 9 Austin	6:30am-8:00pm	6:30am-8:00pm	9:30am-6:00pm
Route 11 Old Port Isabel	6:30am-8:00pm	7:00am-7:00pm	9:00am-5:00pm
Route 14 Scorpion Connector	7:00am-5:00pm	7:00am-1:00pm	-
Route 30 Southeast	6:30-9:30am; 4:30pm-7:30pm	-	-

Increase Route Frequencies / Decrease Headways

Higher route frequencies require more resources or a shift in priorities. While B Metro's system provides great coverage, most routes feature 60-minute headways where buses should be arriving at least every 30 minutes. Increasing weekday frequency to every 30 minutes on Routes 1, 3, 4, 5, 7, 8 and 9 meets the minimum service standards for urban routes. Looking ahead, implement high frequency routes with 15-minute headways or less, starting with new possible BRT and Downtown Circulator routes discussed later, as well as reanalyzing routes which currently meet the 30-minute standard (Routes 2, 6, 11, and 14) for further increases.

Improve Bus Stop Amenities

In a system with ample coverage but less frequency, bus stop amenities become even more crucial as riders are required to spend more time waiting at stops. Benches and shelters become necessities in hot, wet climates where low frequency means a high number of riders wait at a stop for extended periods of time.

In the short-term, complete a comprehensive bus stop inventory and ensure the top 25% of stops have benches. Longer-term, enhance at least the top 10% of stops with shelters. Following and inventory to understand baseline conditions of bus stops within the system, B Metro should conduct an analysis of ridership, equity, and wait times to determine locations for bus stop amenities beyond the base goals based on ridership levels above.

Table 20: Recommended Headways

Route	Weekday	Saturday	Sunday
Route 1 Westend	30 min.	60 min.	60 min.
Route 2 Jefferson	30 min.	30 min.	30 min.
Route 3 Boca Chica	30 min.	60 min.	60 min.
Route 4 Los Ebanos	30 min.	60 min.	60 min.
Route 5 Paredes/Alton Gloor	30 min.	60 min.	60 min.
Route 6 Southmost	30 min.	60 min.	60 min.
Route 7 Jose Colunga	30 min.	60 min.	60 min.
Route 8 Hortencia	30 min.	60 min.	60 min.
Route 9 Austin	30 min.	60 min.	60 min.
Route 11 Old Port Isabel	30 min.	60 min.	60 min.
Route 14 Scorpion Connector	30 min.	30 min.	60 min.
Route 30 Southeast	60 min.	-	-

Simplify Transfers and Consider Restructuring Fares

Transfers should be scheduled to occur within 15 minutes, though this requires improved OTP and increased frequency in most cases. In lieu of this, offering free transfers within the system simplifies trips and encourages more ridership rather than charging a nominal fee for the rider's added inconvenience of taking multiple buses to complete a single trip.

The 2017 Brownsville Transit Plan outlined recommendations on adjusting Brownsville Metro's fare structure to capture more revenue, eliminate inefficiencies, and reduce fare evasion. The Plan recommended to eliminate the transfer fee of $0.25 while making the single pass cost half the cost of a day pass to encourage riders to purchase day passes rather than single rides. Increasing the base fare to $1.25 while eliminating transfer fees would be effectively including the cost of a transfer into the base fare.

When considering fare increases, it is important to be aware of fares at peer agencies, particularly ones your agency's riders may be familiar with. Table 21 looks at five peer agencies in Texas with similar UZA population densities. Population density of the UZA allows us to account for both area population and square mileage to examine agencies that serve a similar landscape relative to their size. Furthermore, two of these agencies, Valley Metro and Metro McAllen, are in the Rio Grande Valley with Brownsville. The average of these agencies' base fares is $1.25.

Table 21: Peer Agency Fare Comparison

Name of Agency	Location	UZA Population Density (pop/ sq mi)	Base Fare
Valley Metro	Weslaco, TX	2,036	$ 2.00
Denton County RTA	Denton-Lewisville, TX	2,522	$ 1.50
CapMetro	Austin, TX	2,605	$ 1.25
B Metro	Brownsville, TX	2,669	$ 1.00
Metro McAllen	McAllen, TX	2,036	$ 1.00
Corpus Christi RTA	Corpus Christi, TX	2,661	$ 0.75

Even though the case can be made that there is room for B Metro to increase their base fare, it is critical to understand that increasing fares can be publicly and politically very difficult. Furthermore, the cost of implementing a fare increase may outweigh the benefits. Beyond updating all public information materials, ridership could decrease, which could lessen or negate the fare increase, not to mention FTA regulatory considerations.

FTA Circular 4702.1B, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," provides guidance on ensuring that fare changes will not have a discriminatory impact based on race, color, or national origin. While B Metro is not required to undertake a formal equity analysis because it does not operate 50 or more fixed-route vehicles, the agency must still dedicate time and resources toward following the proper public comment process for instituting a "major service change," which includes fare increases as well as any major service reductions.

To understand the impact of fare revenue on B Metro's overall budget, Table 22 shows the fare recovery rate (fare revenue / operating expenses) for B Metro's fixed-route service for the last five years. In 2021, fare revenue covered less than 8% of operating expenses. The fallout of the COVID pandemic has dramatically affected this metric, but farebox recovery was still less than 20% in 2017.

As an alternative to increasing fares, many agencies have begun exploring the cost savings of doing away with fares entirely. Though this can seem an impossible step at first, cost savings from no longer procuring fare collection technology or having to count fares can make up some of the difference when farebox recovery is already so low. Additionally, service frequencies and on-time performance may improve if there is no longer a need to collect fares as riders board. This may be an area of further study should state and/or local transit funding in Brownsville increase in the future.

Table 22: B Metro Fixed-Route Farebox Recovery and Revenue per Trip, 2017-2021

	Operating Expenses	Fare Revenue	Farebox Recovery	Passenger Trips	Revenue / Trip
2021	$5,469,536	$432,340	7.9%	603,889	$0.72
2020	$5,336,905	$678,140	12.7%	982,477	$0.69
2019	$5,412,057	$960,666	17.8%	1,491,403	$0.64
2018	$5,304,486	$890,916	16.8%	1,395,239	$0.64
2017	$5,230,951	$961,214	18.4%	1,416,036	$0.68

Introduce Electronic Fare Collection

The US Department of Transportation's Intelligent Transportation Systems Joint Program Office offers guidance on implementing Electronic Fare Collection. Electronic fare collection systems allow for faster boarding, ease of transfer between buses, and increased passenger convenience.

Cash-only payment upon boarding, in addition to increasing the dwell time that buses spend boarding new passengers, requires that passengers carry exact change. A basic way to ensure that passengers can pay for their fares without cash is to install card-capable Ticket Vending Machines to sell fare cards at major transit hubs, such as the Downtown Terminal and the Northside Transfer Center.

In addition to sales at transit centers, many large cities, including most in Texas, sell transit passes through a network of retailers, including grocery and convenience stores. This has the advantage of distributing pass purchase locations throughout the city, nearer to people's homes and established shopping patterns, rather than only at major transit centers.

For the passes, magnetic stripe cards can be used as a cost-effective way of storing value and tracking the two-hour window in which transfers may be made. For this technology, magnetic stripe readers must be installed on every bus. The same cards can be used for day passes and even monthly passes, although they are vulnerable to breakage or theft.

App-based payment makes it easier for customers with both a smartphone and access to a debit/credit card to buy passes wherever they may be, not needing a physical point of sale, and allows customers to have an online account to store value even in case of losing their phone. An app-based system is, of course, inaccessible to people either without a phone or without a bank account and must be operated in conjunction with more analog methods of payment.

Account-based electronic fare payment may also aid transit equity by making it easier for individuals eligible for reduced fares – students, seniors, and individuals with disabilities – to efficiently pay the lower amount, without having to show their discount ID card to the driver.



Pictured: Generic Electronic Farebox

Future Projects

The main concentration of key travel destinations appear in the downtown area and surrounding neighborhoods. Likewise, most trips were shown to be concentrated in these areas as well. This suggests a downtown mobility hub with a fast, reliable circulator route as options to enhance travel and enable access.

Long term success of a downtown mobility hub would likely include a diverse integration of new amenities like EV charging stations, smart mobility apps, bike or scooter share system, and safe connections to existing walking and biking networks.

Connecting Downtown Brownsville to the Port of Brownsville with a bus rapid transit (BRT) line is a potential next step in building a high frequency network in Brownsville. With economic growth expected at the port and possibilities for funding partners to make the project happen, this presents an opportunity to build the city's first streamlined, high frequency bus route to connect to a high frequency downtown circulator at La Plaza Terminal.

Looking forward, B Metro may need to consider other options for extending service coverage to fill gaps or future, outlying areas of need. These gaps in coverage may be prime for some form of flexible transit service, or microtransit, where fixed-route transit stretches resources that could otherwise be used to build out a high frequency network. These areas are typically located on the outskirts of core neighborhoods and current transit service and may include future manufacturing and industrial areas identified for growth that are not currently reachable.

Develop Downtown Mobility Hub with Circulator Route

More than just a park-and-ride, a true mobility hub featuring a downtown circulator would increase access for locals and visitors alike.

Mobility Hub

Key to the mobility hub is safety, accessibility, and convenience of a variety of modes, not least of which is connectivity to a robust sidewalk network.

Downtown Circulator

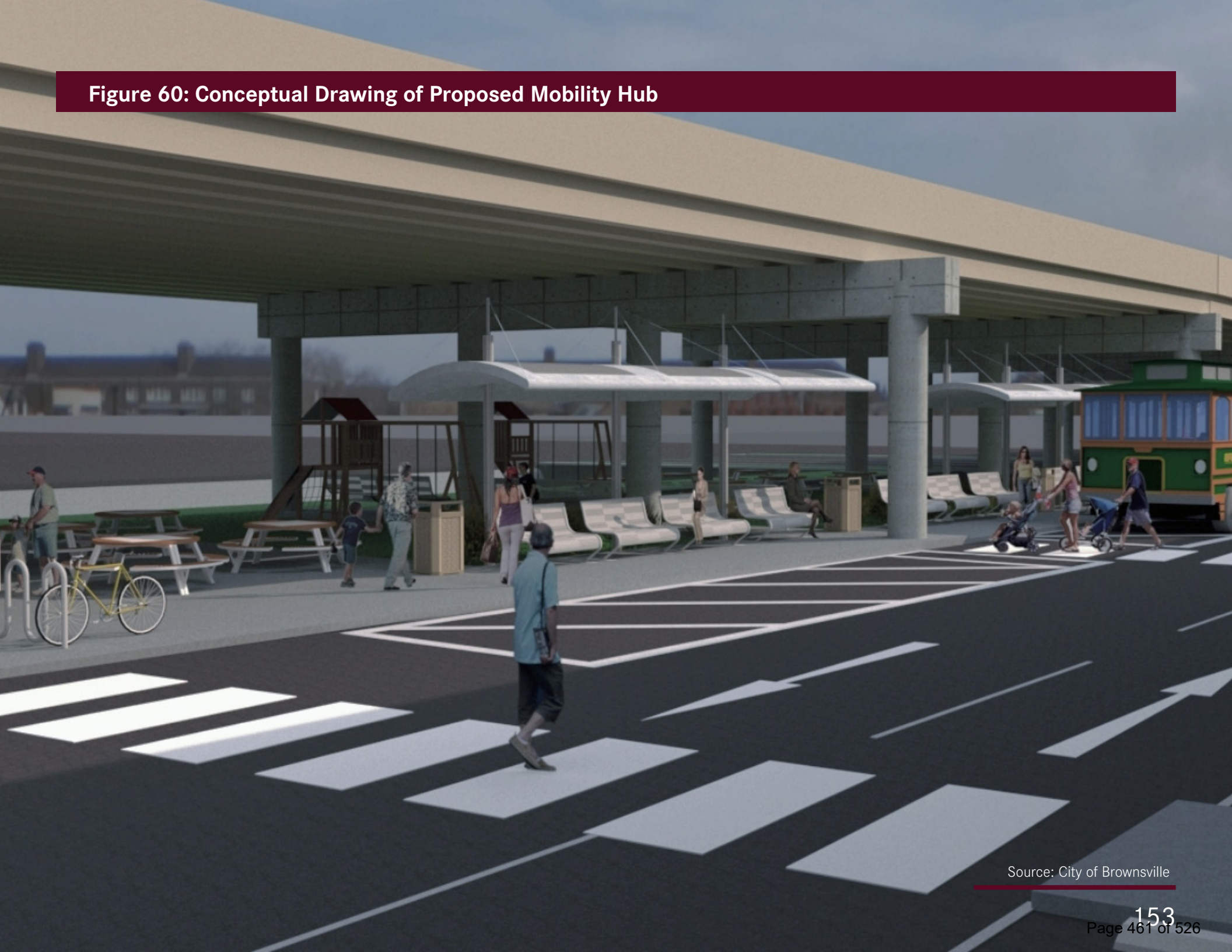
The proposed service plan for a High Frequency route keeps headways under 15 minutes to provide frequent, reliable service required of a circulator route.

Figure 59: Conceptual Drawing of Proposed Mobility Hub



Source: City of Brownsville

Figure 60: Conceptual Drawing of Proposed Mobility Hub



Source: City of Brownsville

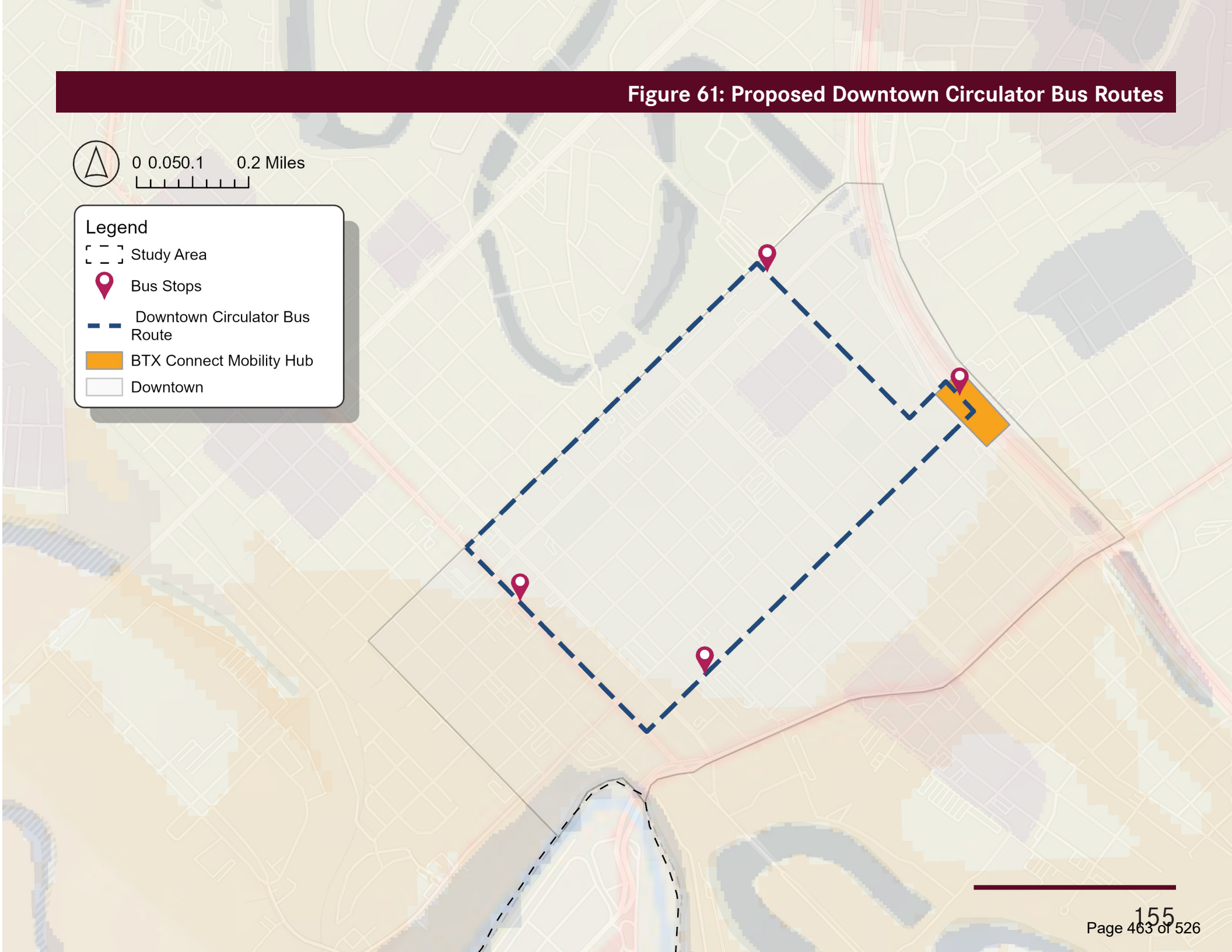
Table 23: Proposed Amenities and Connections for Downtown Mobility Hub

Automobile	Transit	Bicycle	Micro-mobility	Walking
Parking	Downtown Circulator	Bike share	Scooter share	Proximity to destinations
EV charging	B Metro transfer point	Connections to bike network	Connection to microtransit	Connectivity with sidewalk network
Smart mobility integration	Connections to regional transit	Connections to off-street trails	Private taxi connections (e.g., Uber, Lyft)	Crosswalks and safety measures
–	Digital fare and kiosk payment	Bike racks for parking and transit	-	–

Table 24: Proposed Downtown Circulator Stops and Connections

Proposed Stops	Access and Connections
Southern Pacific Linear Park @ E. Ringgold St.	Museums, farmers market, and more along the Brownsville Historic Battlefield Hike and Bike Trail
E. Elizabeth St. & 8th St.	Densest downtown cluster of local shops, restaurants, and more
La Plaza at Brownsville Multimodal Terminal	Access to a variety of jobs, destinations, automobile parking, and transit connections
BTX Connect Mobility Hub	Automobile parking, bicycle parking, bike share, micromobility, walkability

Figure 61: Proposed Downtown Circulator Bus Routes



Conduct Bus Rapid Transit (BRT) Feasibility Study

BRT is a high frequency transit service that mimics light rail without as large an upfront cost as constructing a new rail line. It may include dedicated bus lanes, traffic signal priority, off-board fare collection, and elevated platforms to help achieve quicker, more reliable, and more convenient service than a typical, local bus route. With proper planning and implementation, BRT can avoid delays that often slow down traditional bus services, like traffic congestion and time lost due to riders paying as they board.

Connecting Downtown to the Port of Brownsville

The existing propensity and density maps, as previously shown in Figures 25, 26, 27, and 28, point to a potential area for consideration of higher-capacity transit. A potential corridor of opportunity could link Downtown Brownsville to the port via International Blvd and Padre Island Hwy. With projected growth at the Port, this could provide a connection to help spur economic development for the city and increase access for the public. While further study is needed, including public and stakeholder outreach, a potential express version of this route may include just six strategic stops, providing approximately one stop per mile (Table 25 on the following page).



Pictured: Generic Bus Rapid Transit

Such high-capacity service may increase access to key destinations, it would also fill one of the few significant gaps in current transit service. The area just northeast of the walkshed and coverage provided by Route 9 Austin and Route 11 Old Port Isabel lies between downtown and the port. Access could be further expanded by increasing the number of stops so that the stop spacing decreases from one mile to around half of a mile. This would require higher resources to run multiple vehicles on the route to maintain the high frequency that BRT requires. However, it is worth noting that there is a duplication of local service along and near this proposed route, particularly the closer it gets to downtown. This bolsters the case for an express version of the route in which gaps are already filled with existing local route coverage.

Finally, at the terminus at the Port, a shuttle or circulator that provides access from the designated stop at the Port would further increase the utility of this route for Port employees and facilities, though this should be in partnership with the port at the very least, if not entirely a Port amenity. Extending the BRT line through the port or providing door-to-door service to individual facilities would sacrifice the basic principles that make BRT successful.

Bus Rapid Transit is a high-frequency transit service that mimics light rail without as large an upfront cost as constructing a new rail line.

Table 25: Future High Demand Transit Stops

Activity Nodes	Access	Connections
International Blvd @ E Adams S (La Plaza Terminal)	Central downtown location with access to a variety of jobs and destinations	Nearly all B Metro routes and several of regional transportation providers
International Blvd @ Roosevelt	Grocery and schools	Route 5 Paredes / Alton Gloor; Route 8 Hortencia, Route 9 Austin
South Padre Island Hwy @ Boca Chica	Groceries, pharmacies, banks, and Home Depot	Route 3 Boca Chica; Route 7 Jose Colunga/ ESTS; Route 9 Austin
South Padre Island Hwy @ N Central Ave	Schools and jobs at industrial facilities	Route 7 Jose Colunga/ ESTS; Route 9 Austin
South Padre Island Hwy @ Ruben M. Torres Blvd	Variety of commercial and schools	Route 9 Austin
South Padre Island Hwy @ Indiana Ave	Port of Brownsville administration building and industrial jobs within the Port	Possible Port facility circulator from Admin building to access facilities across port Property

Transit Signal Priority (TSP)

Transit Signal Priority (TSP) can help keep buses on schedule and may be key to running a successful BRT line. However, this technology can boost performance on any transit route. Similarly, Emergency Vehicle Pre-Emption (EVP) assist emergency vehicles through heavy congestion to increase reliability and improve travel times. TSP and EVP allow these vehicles to travel more quickly and navigate traffic by alerting traffic signals to stay green or shorten a red light when the transit or emergency vehicle is approaching.

Consider Microtransit to Increase Coverage

Microtransit is a form of demand-response transit service that offers flexibility for riders and expanded service coverage at a lower cost for operators. Unlike traditional demand-response, it is offered on-demand and available to all riders regardless of ADA eligibility. The service is typically offered within a defined geographic area where riders can request a vehicle to pick them up and drop them off at user-specified locations within the "microtransit zone." Microtransit zones may be served by one or more vehicles for the same span of service as the adjacent fixed-route service. The zones typically serve lower density areas not well-served by fixed-route services, providing first/last-mile access to customers and direct connections to fixed-route bus lines. B Metro's current transit network provides significant coverage for most of Brownsville's population, but analysis revealed a few areas identified as having high transit need exist outside of the current transit walkshed.

Instead of extending existing routes to cover these areas, gaps in coverage could be served by microtransit where fixed-route transit is not economically feasible. A small area identified as having a very high density of transit needs populations lies north of the end of Route 1 Westend, just outside of the transit coverage walkshed. The Brownsville Sports Park is located nearby as well as areas identified for future growth along I-169/550. This presents the potential for a microtransit zone to extend service in the area in or around I-69E, I-169, Old Alice Road, and Emilia Lane, but its success may depend on future study and the realization of projected future growth here.

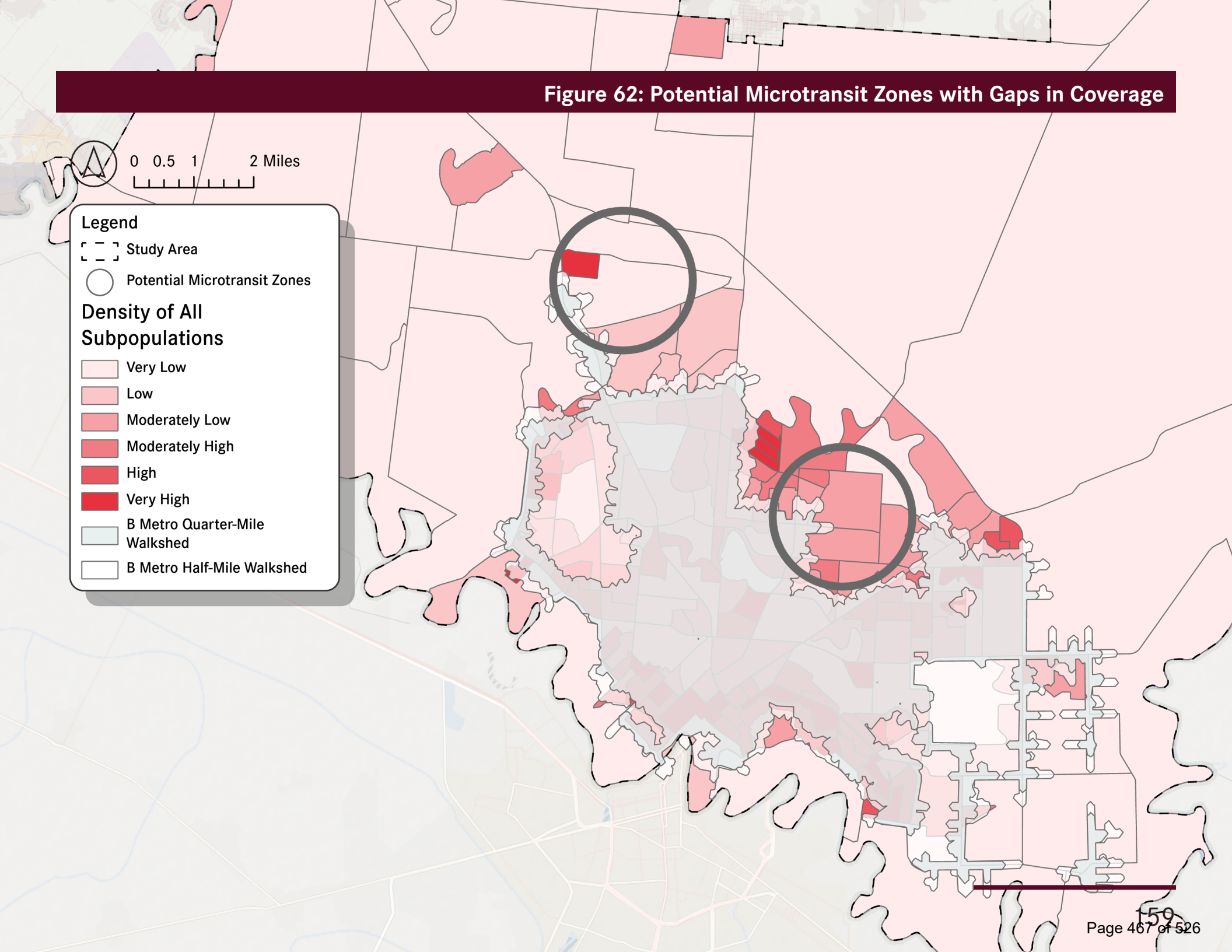
Another area stands out to the northeast just outside of the walkshed and coverage provided Route 9 Austin and Route 11 Old Port Isabel. High-capacity service options for further consideration run through this area and would help to increase coverage here, but if an expansion of fixed-route service becomes unlikely, the area could be covered by a microtransit zone between Old Port Isabel Road, 511, Jaime J. Zapata Ave, and Padre Island Hwy/ E 14th Street. Before implementing any new coverage routes to serve outlying neighborhoods, consider serving these areas with microtransit to open up the potential for new high frequency services or increasing frequency on the highest performing routes in the system.



Pictured: B Metro Bus

Source: Brownsville Metro

Figure 62: Potential Microtransit Zones with Gaps in Coverage



Implementation and Cost

Analyses conducted throughout the existing conditions portion of this plan's research continually revealed a major theme: B Metro's transit network provides great coverage. Nearly all areas featuring relatively high population and employment density and most transit-dependent neighborhoods are reachable within a ¼ walk of B Metro stops. Nearly 75% of key destinations reachable within a ½ mile walk.

To maintain consistency in the transit system and build upon the recent success of the network realignment, this plan's overall recommendation is to implement incremental improvements to B Metro's current network while planning for a high frequency network with new projects. The first step in this process is to develop a tiered system to designate routes according to their goals and ridership. In the future, the agency may want to set explicit budgetary priorities in terms of what portion of resources will go towards Frequency and Ridership goals and what portion will fund Coverage services.

High Frequency

High frequency routes should run every 15 minutes or less and require streamlined route designs. B Metro does not currently have any high frequency routes, but this plan will introduce two opportunities for the beginnings of a future high frequency network.

Ridership

Connectivity routes are typical urban routes with 16-30 minute headways. Some of B Metro's routes achieve this on weekdays, but a major goal of this plan is to improve nearly all of B Metro's current routes to this designation by increasing their frequency to at least every 30 minutes.

Coverage

Coverage routes are often meandering routes that provide access to particular areas in need with headways of 31-60 minutes. Currently, many of B Metro's routes meet this designation but should be improved to the Ridership designation as resources allow. Route 30 should remain as a true coverage route.

Cost Estimates

Operating cost estimates (Table 26) were calculated based on the extended span of service and increased frequencies detailed in Table 19 and Table 20. The estimates include other key inputs and assumptions like route length, layover time, and dwell time to produce an estimate of annual vehicle revenue hours. These are conservative estimates assuming the maximum number of vehicles needed to provide the recommended service spans and frequencies. Efficiencies may be gained with operations techniques, like interlining, or the procurement and use of advanced routing software, like Remix.



Pictured: B Metro Bus Stop

Table 26: Cost Estimates for Increased Span and Frequency

Route	Weekdays	Saturdays	Sundays	Estimated Annual Service Cost by Route	Vehicles Needed
1 Westend	$2,005,479	$239,735	$140,535	$2,385,749	5
2 Jefferson	$1,549,060	$308,625	$187,379	$2,045,064	4
3 Boca Chica	$1,120,302	$132,268	$77,156	$1,329,726	3
4 Los Ebanos	$1,493,736	$132,268	$93,690	$1,719,694	4
5 Paredes	$1,936,325	$223,202	$148,801	$2,308,328	5
6 Southmost	$1,120,302	$132,268	$77,156	$1,329,726	3
7 Colunga	$1,161,795	$143,290	$77,156	$1,382,241	3
8 Hortencia	$1,078,809	$132,268	$88,179	$1,299,256	3
9 Austin	$1,493,736	$148,801	$93,690	$1,736,227	4
11 Old Port Isabel	$1,120,302	$132,268	$88,179	$1,340,748	3
14 Scorpion Connect	$553,236	$66,134	--	$619,369	2
30 Southeast	$331,941	--	--	$331,941	2
Total	**$14,965,022**	**$1,791,127**	**$1,071,920**	**$17,828,070**	**41**

	Daily Span	Headway	Annual Cost (2023)	Vehicles Needed
Proposed Downtown Circulator	9am-6pm	15 minutes	$696,313.75	2
Proposed Downtown Circulator	7pm-12am	15 minutes	$386,840.97	2

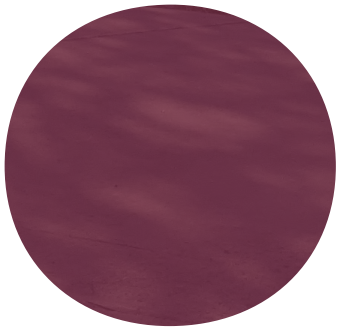


Pictured: La Plaza Bus Terminal

Mobility Recommendations







Introduction

The City of Brownsville is a fast-growing city with potential to become a leader in comprehensive mobility planning. The City's vision for a multi-modal transportation system requires plans that balance the needs of different people to move efficiently about the community. As a result of extensive stakeholder engagement, detailed technical analysis, and research on state of the practice trends in mobility management, this memorandum presents final recommendations for implementation. The recommendations include policies, programs, and capital projects that comprehensively address the needs of all modes of travel within the City including freight, pedestrians, vehicles, bicyclists, and transit.

These recommendations form the foundation of a program to implement through a variety of City departments and agencies. As the plan moves through implementation and new projects arise, needs change, etc., these recommendations can be evaluated and updated with new information. Moreover projects can be re-prioritized as deemed necessary by new data and goals of the community.



Pictured: B Metro Bus Stop

Mobility Recommendations

Adopt Thoroughfare Plan Map

Under the provisions of Article XI, Section 5 of the Texas Constitution and Title 7, Chapter 212 of the Texas Local Government Code, the City of Brownsville has the authority to require that development plans and subdivision plats conform to "the general plan of the municipality and its current and future streets" and "the general plan for extension of the municipality and its roads, streets, and public highways within the municipality and its extra-territorial jurisdiction."

As the master plan for thoroughfares and multimodal corridors within the City, the Thoroughfare Plan Map itself constitutes a major recommendation. The plan, which is detailed in Chapter 6, identifies new road alignments, upgrades based on forecasted traffic flow through 2040, and improvements to active transportation and transit service through new cross sections with flexible design options. Moreover, these roadway designations and associated cross sections form the blueprint by which City staff can work to design and construct various types of improvements detailed in the Capital Improvement Plan chapter.

Implement Roadway Design Guidelines and Policies

As the City works to implement projects and programs identified in this plan, careful consideration should be given to apply the following design guidelines and policies as it relates to roadway design, safety, and adjacent land use. Recommendations are based on the current

state of the practice, which emphasizes context appropriate designs that consider the impact of the transportation system on adjacent land uses. In addition to typical street cross-section recommendations for a combination of functional classification and surrounding area street contexts, access management concepts and policy recommendations are provided for use by the City in design projects.

Base Roadway Design on Land Use and Transportation Context

Each cross-section is scaled to the appropriate volume and mix of traffic within the context of the land use of the surrounding area. They include provisions for active transportation elements and median improvements, including spacing for utility easements/buffer areas, resilience improvements, and transit amenities. Complete cross sections are detailed in Chapter 6.

Refine Access Management Program

The BTX Mobility Plan recommends that the City refine its access management program by applying revised standards for driveway spacing and median openings. In general, municipalities in Texas follow the TxDOT Access Management Manual. The recommendation is that driveway spacing for commercial and residential sites adhere to the standards outlined in this manual.

Exceed Minimum Intersection Sight Distance Requirements

The Mobility Plan recommends appropriate considerations to allow for intersection sight distance requirements set forth by NACTO, AASHTO and TxDOT. TxDOT recommends the following factors should be taken into consideration when designing an intersection:

- Adequate sight distance should be provided along both highway approaches and across corners
- Gradients of intersecting highways should be as flat as practical on sections that are to be used for storage of stopped vehicles
- Combination of vertical and horizontal curvature should allow adequate sight distance of the intersection
- Traffic lanes and marked pedestrian walks should be clearly visible.
- Lane markings and signs should be clearly visible and understandable from a desired distance
- Intersections should eliminate, relocate, or modify conflict points to the extent allowable to improve safety
- Intersections should be evaluated for the effects of barriers, rails, and retaining walls on sight distance

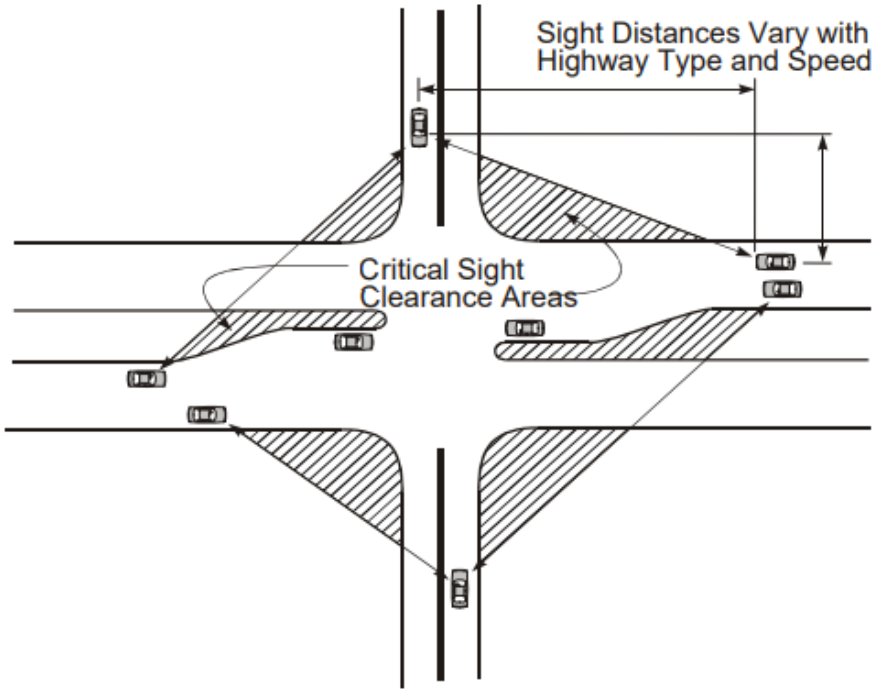


Figure 64: Urban Intersection Design Guidelines

For selecting intersection sight distance, refer to AASHTO's A Policy on Geometric Design for Highways and Streets and NACTO's Urban Street Design Guide. Sight distance criteria are provided for the following types of intersection controls:

- Intersections with no control
- Intersections with stop control on the minor road
- Intersections with yield control on the minor road
- Intersections with traffic signal control
- Intersections with all-way stop control
- Left turns from the major road

Consider Roundabouts at High Crash Intersections

As a part of its priority intersection program, the City should consider use of roundabouts in the design of relevant functional classes of roadways, particularly at locations with high crash rates. Roundabouts are a specialized intersection treatment that provide proven safety countermeasures because they can substantially reduce crashes that result in serious injury or death. The Mobility Plan identifies two high priority intersections for roundabout implementation described further in this memo. Benefits of roundabouts include the following:

- Improved safety
- Promotion of lower speeds and traffic calming
- Reduced number of conflict points
- Improved operational performance
- Effective corridor access management plan
- Versatility in size, shape, and design

The AASHTO Policy on Geometric Design of Highways and Streets presents typical design elements, which the Mobility Plan recommends as specifications for the basis of roundabout design (Table 26).

Roundabout basic geometric elements include an inscribed circle, a central island, a dashed entrance line at each entry, and a circulatory roadway (one or more lanes). Where applicable, sidewalks with accessible ramps and crosswalks should be included. In addition, landscape buffers between the back of curb, sidewalk and traffic splitter islands can enhance the aesthetic and function of each entry/exit point. Truck aprons, mountable curbs, or laydown curbs are recommended at curb lines to accommodate truck tractor-semitrailer WB-50 design vehicles.

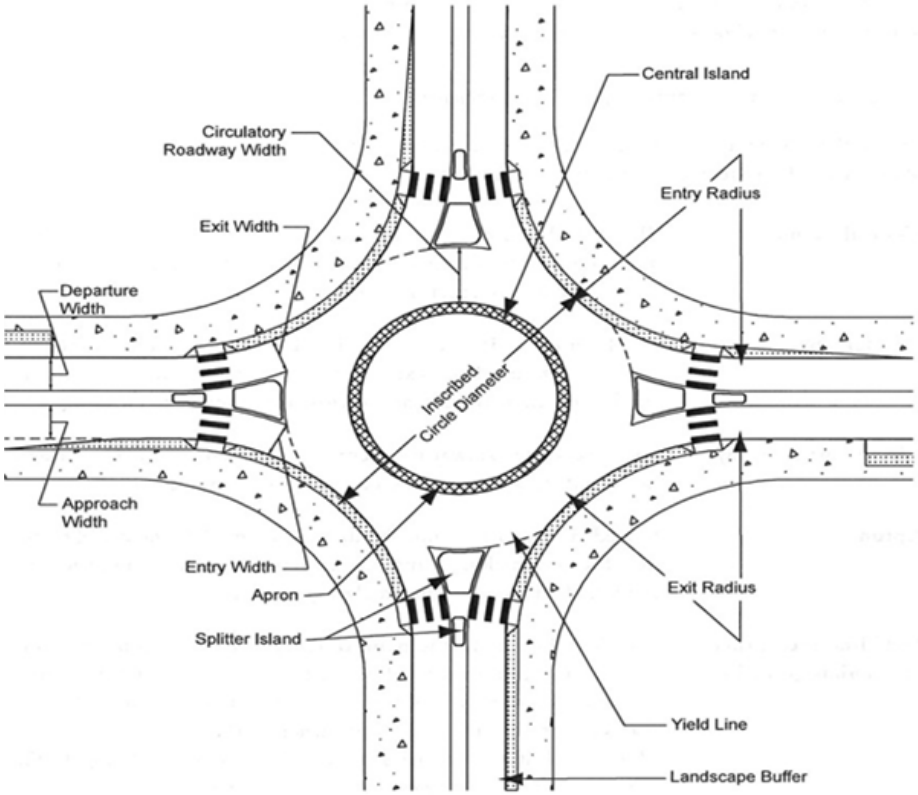


Figure 65: Urban Intersection Design Guidelines

Table 26: Comparison of Roundabout Types

Design Element	Mini Roundabout	Single Lane Roundabout	Multi-lane Roundabout
Desirable maximum entry design speed	15 to 20 mph	20 to 25 mph	25 to 30 mph
Maximum number of entering lanes per approach	1	1	2+
Typical inscribed circle diameter	45 to 90 ft.	90 to 180 ft.	150 to 300 ft.
Central Island Treatment	Mountable	Raised	Raised
Typical Daily Service Volumes	0 to 15,000	0 to 20,000	0 to 45,000 (2 lanes)

Continue Implementation of Vision Zero Policy

Vision Zero policies provide an overarching goal to reduce traffic fatalities to zero in a given community. The strategy provides a fundamental shift in how we view traffic fatalities and how we can improve safety for all transportation users. Key paradigm shifts towards a safe system include moving away from preventing crashes, improving human behavior, controlling speed, blaming individuals, and reacting based on crash history to preventing death and serious injury, designing for human mistakes and limitations, reducing system kinetic energy, sharing responsibility, and productivity identifying and addressing risks. By anticipating human mistakes and lessening the severity of crashes, lives can be saved; however, it requires improved safety culture, collaboration across all safety stakeholders, and consideration in transportation system design and operation.

The City should continue to implement its Vision Zero Policy through targeted action as outlined in this plan to focus on safety improvements with the larger goal of zero traffic fatalities annually.

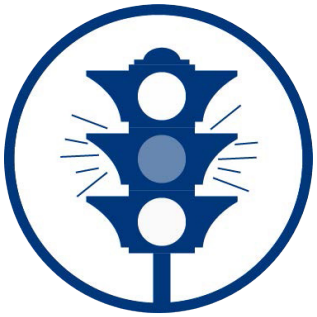


Pictured: Brownsville Pedestrian Infrastructure

Figure 66: FHWA's Proven Safety Countermeasures



Median Barriers



Yellow Change Intervals



Longitudinal Rumble Strips and Stripes on Two-Lane Roads



Walkways



Appropriate Speed Limits for All Road Users



Roadside Design Improvements at Curves

Source: FHWA

Ensure Design Considers Proven Safety Countermeasures

Future design efforts should recognize and incorporate the recommended design cross-section components that serve as safety countermeasures, as show in Figure 66. This approach is important because without consideration of the safety benefits in a benefit cost analysis, safety elements are often discarded or reduced in effectiveness during the value-engineering phase of a project. In particular, attention must be paid to pedestrians, cyclists, and other vulnerable roadway users.

Deploy Medians and Pedestrian Safety Islands

Medians play a variety of roles within the transportation system including traffic calming and access management. One of the most important roles played by medians and the similar pedestrian safety island is to provide safe havens for individuals attempting to safely cross major roadways. As traffic grows and facilities are upgraded, these features will become more important to pedestrian safety and the ability to implement a network for all modes of travel and types of users. The Mobility Plan recommends that the City be assertive in the consideration and deployment of median treatments on all roadways designated with an optional median in the proposed cross section. In cases where medians are not feasible for facilities of this type, then the use of pedestrian safety islands becomes an imperative to facilitate safe pedestrian movement.

Enhance Driver Awareness through Education and Signage

Distracted driving is often a major reason for vehicle crashes. It is also a difficult factor to mitigate given the variety of distractions faced by drivers. Education is a key strategy of safety improvements, targeted through a safe systems approach to reach out to the public directly through awareness campaigns and educational events.

Another recommended best practice strategy of raising driver awareness is the use of signage and signals to provide a stronger visual profile for the facility. Items of this type include weather and flood warning systems, speed warning systems, and pedestrian and bicyclist detection, notification, and warnings.

Consider Critical Site Connectivity Gaps

There is often a gap in site connectivity between the on-site roadway network and the planned sidewalk or trail network during the transition from City infrastructure to on-site infrastructure at key employment centers and community facilities like schools, government offices, libraries, etc. The primary bicycle and pedestrian facilities stop at the edge of the site, making the last hundred-foot connection to the building entrance less comfortable for access. These final transition facilities are often private property. Nonetheless, multimodal connections are critical for successful connectivity. Coordination and collaboration between the City and these stakeholders will be necessary to reach the Mobility Plan's active transportation goals. Further, the zoning regulations referenced below can assist in this effort.

Create a Multimodal Signage and Wayfinding System

While not a physical gap, providing information is also important to avoid a knowledge gap of the network and how travelers can connect to their destination. To achieve seamless integration, it is important that City coordinate between various departments to create a signage and wayfinding system that clearly signs, marks, and maps the linkages between different modes of travel like transit, trails, and sidewalks.

Amend Unified Development Code (UDC)

The BTX Mobility Plan's recommended roadway cross-sections and design elements are presented at a conceptual level to provide guidance on achieving a Complete Streets based mobility network. To see these design standards implemented during project engineering and construction, the City must amend its roadway engineering standards and design guidelines within the Unified Development Code (UDC). Further, the BTX Mobility Plan recommends revision of the UDC street design standards and subdivision regulations to incorporate the cross-section and design elements described in this plan.

Enforcement of UDC

With respect to zoning standards for improved mobility, the City should continue enforcement of the bicycle, parking, and sidewalk provisions of the UDC. With enforcement, the City's publicly accessible private property will become coordinated sites for mobility access in tandem with public projects.



Pictured: Brownsville Historic Battlefield Trail

Source: City of Brownsville Sidewalk and Trails Master Plan



Pictured: Sidewalk at the Intersection of Van Buren St and 12th St

Continue Implementation of STMP Recommendations

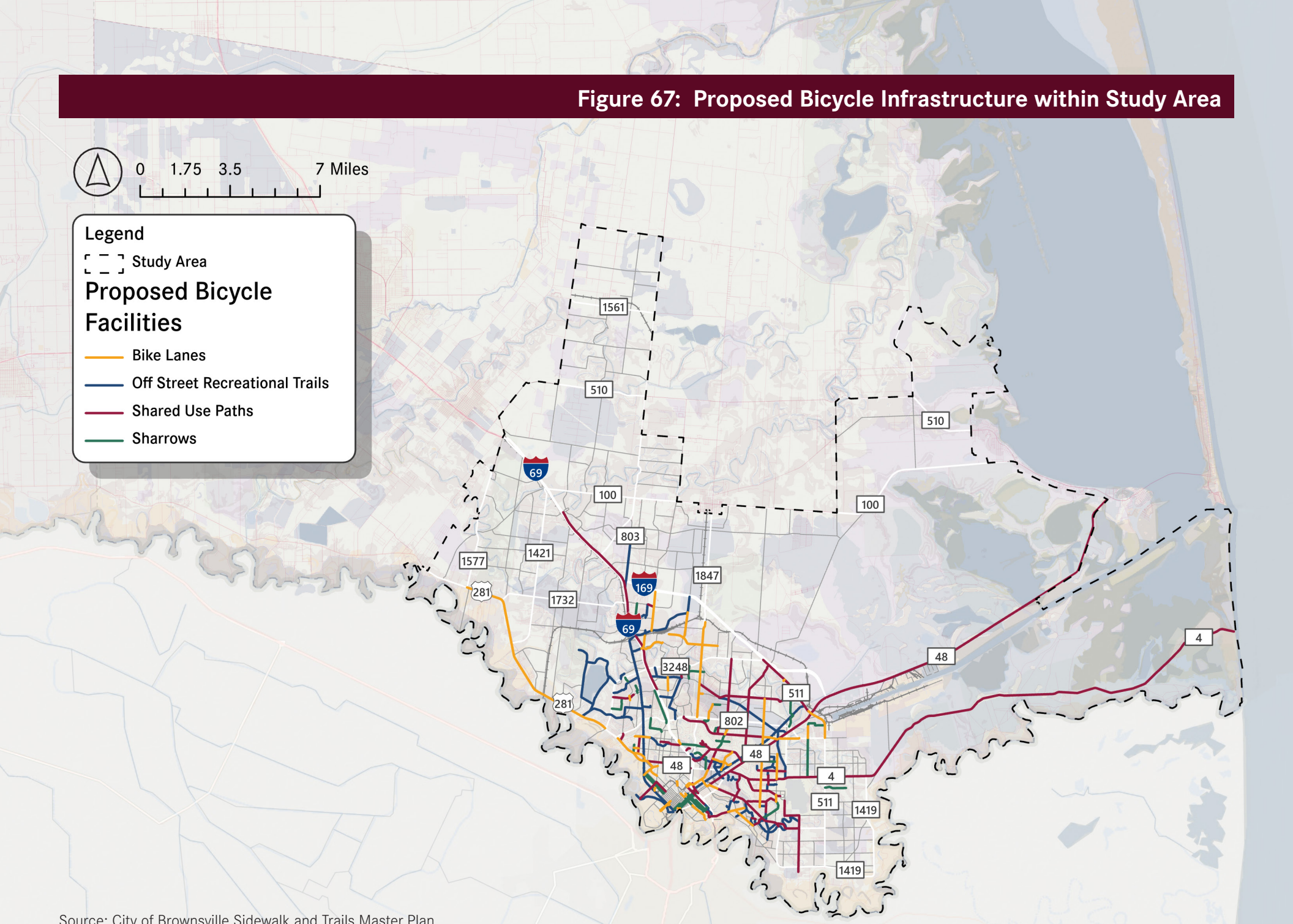
The 2021 Sidewalk and Trails Master Plan (STMP) is Brownsville's comprehensive plan for bicycle and pedestrian improvements. In developing the BTX Mobility plan, the project team used recommendations from the STMP as a base of analysis. Table 1 displays increases in access to a variety of population subgroups as a result of implementing the recommended bicycle infrastructure from the STMP, pictured in Figure 67. The STMP also provides recommendations for sidewalk infrastructure that interlace with bicycle recommendations within the study area, shown in Figure 68.

Table 27: Comparison of Bicycle Infrastructure Accessibility

Population Served	Total	Existing 1/4 Mile	% with Access	Proposed 1/4 Mile	% with Access
School-aged children	81,017	58,224	72%	73,209	90%
Seniors	28,783	22,031	77%	25,803	90%
Zero Car Households	4,912	4,130	84%	4,588	93%
Total	257,008	186,892	72%	230,304	90%

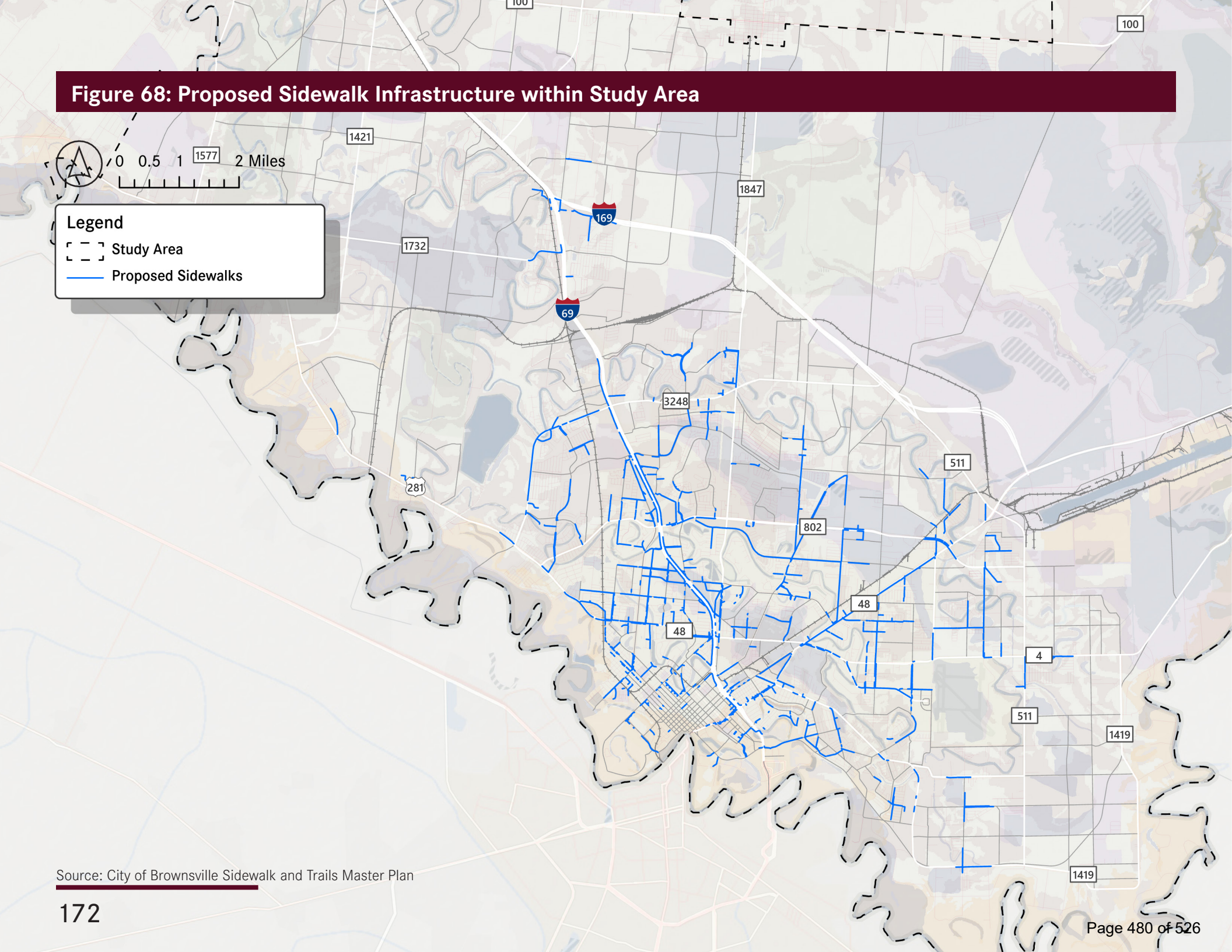
Source: City of Brownsville Sidewalk and Trails Master Plan

Figure 67: Proposed Bicycle Infrastructure within Study Area



Source: City of Brownsville Sidewalk and Trails Master Plan

Figure 68: Proposed Sidewalk Infrastructure within Study Area



Source: City of Brownsville Sidewalk and Trails Master Plan

Emerging Technology Recommendations

Implement a Smart Mobility Pilot Downtown

As the City develops its BTX Fiber Network, a pilot area for smart mobility projects can be used to educate the public, improve safety, and build capacity for scaled up implementation of a smart network (Figure 17).

Example ITS pilot projects for intersections and corridors include the following:

- Intelligent Traffic Signals
- Transit Signal / Emergency Vehicle Pre-Emption
- Connected Vehicle Infrastructure
- Pedestrian Safety Communications Technology
- Smart Street Lights
- Mobility as a Service (MaaS) Implementation

Due to the high level of capacity needed to integrate smart mobility solutions into the transportation network, it is recommended that the City identify a local department to engage with experts in the field to develop software solutions catered to the City's network and size. In addition to build out of infrastructure and data collection equipment, City staff will need to be trained on data collection, analysis, and maintenance protocols to ensure long-term success of the program.

Create an Emerging Mobility Taskforce

A Brownsville Emerging Mobility Taskforce should be active in NASA's Advance Air Mobility Community Integration Working Group and TxDOT's Urban Air Mobility Advisory Committee and be aware of any FAA and TxDOT recommendations for implementation and integration of AAM into the city's multimodal transportation system as well as engage with the RGVMPO to gauge support for emerging mobility funding programs and planning initiatives.

- Investigating ways to leverage public-private partnerships for the development and deployment of AAM services.
- Collaborating with federal and state regulators to create robust traffic management system for autonomous aerial vehicles and integrate it into existing systems.
- Collaborating with operators and manufacturers to maintain a zero-tolerance stance on safety.



Pictured: Intersection of Old Port Isabel Rd and Coffee Rd

Table 28: Summary of Recommendations

Recommendation Title	Recommendation Type
Mobility Reccomendations	
Adopt Thoroughfare Plan Map	Plan Adoption
Continue Implementation of Sidewalk and Trails Master Plan	Capital Project Implementation
Implement Roadway Design Guidelines and Policies	Policy Implementation
Base Roadway Design on Land Use and Transportation Context	Policy Update
Refine Access Management Program	Policy Update
Exceed Minimum Intersection Sight Distance Requirements	Policy Update
Consider Roundabouts at High Crash Intersections	Capital Project Implementation
Continue Implementation of Vision Zero Policy	Program Implementation
Ensure Design Considers Crash Modification Factors (CMFs)	Policy Update
Deploy Medians and Pedestrian Safety Islands	Capital Project Implementation
Enhance Driver Awareness through Education and Signage	Program Implementation
Consider Critical Site Connectivity Gaps	Study
Create a Multimodal Signage and Wayfinding System	Study
Amend Unified Development Code (UDC)	Policy Update
Enforcement of UDC	Program Implementation

Table 28: Summary of Recommendations (continued)

Recommendation Title	Recommendation Type
Transit Recommendations	
Implement Regional Service Standards	Program Implementation
Span of Service – Nights and Weekends	Program Update
Bus Stop Design – More Amenities	Policy Update
On-Time Performance – Limit Early Departures	Program Update
Frequency – Decrease Headways	Program Update
Transfers – Quick and Easy	Program Update
Simplify Transfers and Consider Restructuring Fares	Program Update
Introduce Electronic Fare Collection	Policy Update
Conduct Bus Rapid Transit (BRT) Feasibility Study	Study
Connecting Downtown to the Port of Brownsville	Study
Develop a Downtown Mobility Hub	Capital Project Implementation
Mobility Hub	Capital Project Implementation
Downtown Circulator	Program Implementation
Consider Microtransit for Last Mile Solutions	Study
Emerging Technology Reccomendations	
Implement a Smart Mobility Pilot Downtown	Capital Project Implementation
Create an Emerging Mobility Taskforce	Program Implementation
Capital Improvement Project Reccomendations	
Multimodal Corridor Projects	Capital Project Implementation
Intersection Safety Projects	Capital Project Implementation
Capital Recovery Projects	Capital Project Implementation



Pictured: Brownsville Historic Battlefield Trail

Capital Improvement Plan

9

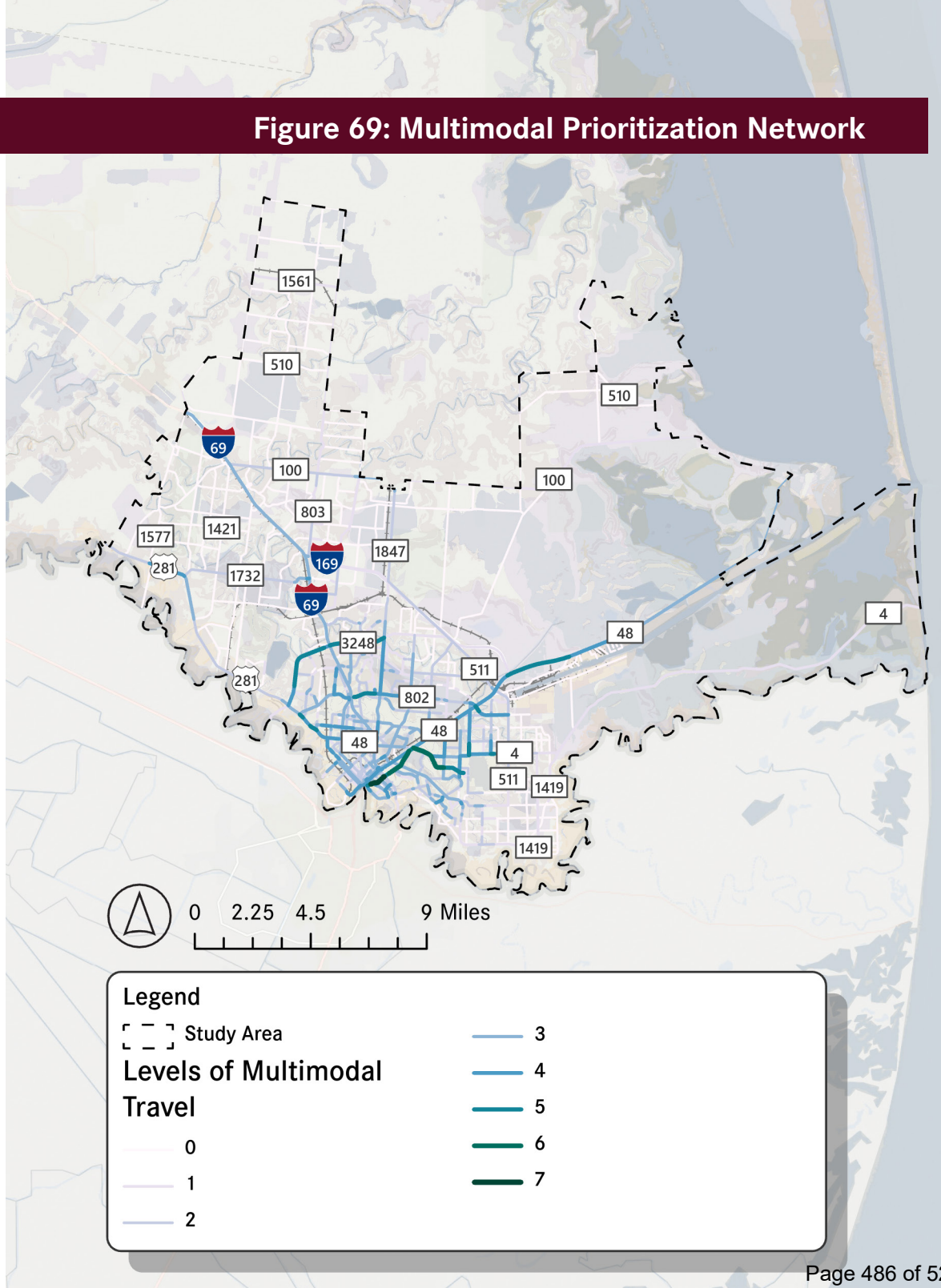


Capital Improvement Project Recommendations

A capital improvement plan is a planning and fiscal management tool used to coordinate the location, timing, and financing of capital improvements over a multi-year period.

As the City works to implement the recommendations of this plan, the following Capital Improvement Program represents the bulk of activity. In all the program contains 166 projects and nearly $2 billion in total investment into the transportation network. Due to the variety of funding sources available, the projects are grouped into 3 categories: Multimodal Corridor Projects, High Crash Intersection Projects, and Capital Recovery Projects. Moreover, the City should consider “an all-hands on deck” approach to implementation of this program utilizing the various skillsets from each City Department and partner agency as available.

Figure 69: Multimodal Prioritization Network



Multimodal Corridor Projects

Corridors within the city that support multiple levels of travel and types of users are important to prioritize due to their ability to have a larger impact. To identify these areas, a multimodal prioritization tool was used. The tool factored in the national freight network, current and future active transportation networks, regional transit systems, and projects included with the Rio Grande Valley MPO's metropolitan transportation plan. Active transportation included current bike lanes and sidewalks, as well as proposed sharrows (shared bike lanes), designated bike lanes, sidewalks, trails, and shared use paths. Regional transit systems included Brownsville Metro (B Metro), Valley Metro, and the University of Texas Rio Grande Valley.

Each segment of the thoroughfare plan was scored to see if it included any of the above facilities. For each facility included, the segment received one point. Twelve total points were possible, but the maximum of all segments seen was seven, meaning that no segment included all possible 12 levels of multimodal options. Figure 18 shows the results of the multimodal prioritization tool, with darker segments representing areas with more diverse travel options for multiple types of users either planned or existing. These areas are seen towards the downtown area, with International Boulevard showing the highest level of multimodal options.

Following analysis of corridors with the highest score, capital projects were developed and costed for implementation. In all, the 30 Multimodal Corridor projects represent $700M in investment. In all, design and construction of these projects represents a coordinated approach to accomplishing many goals of the City, including those from this plan, the Sidewalks and Trails Plan, the Comprehensive Plan, and various economic development goals and initiatives.

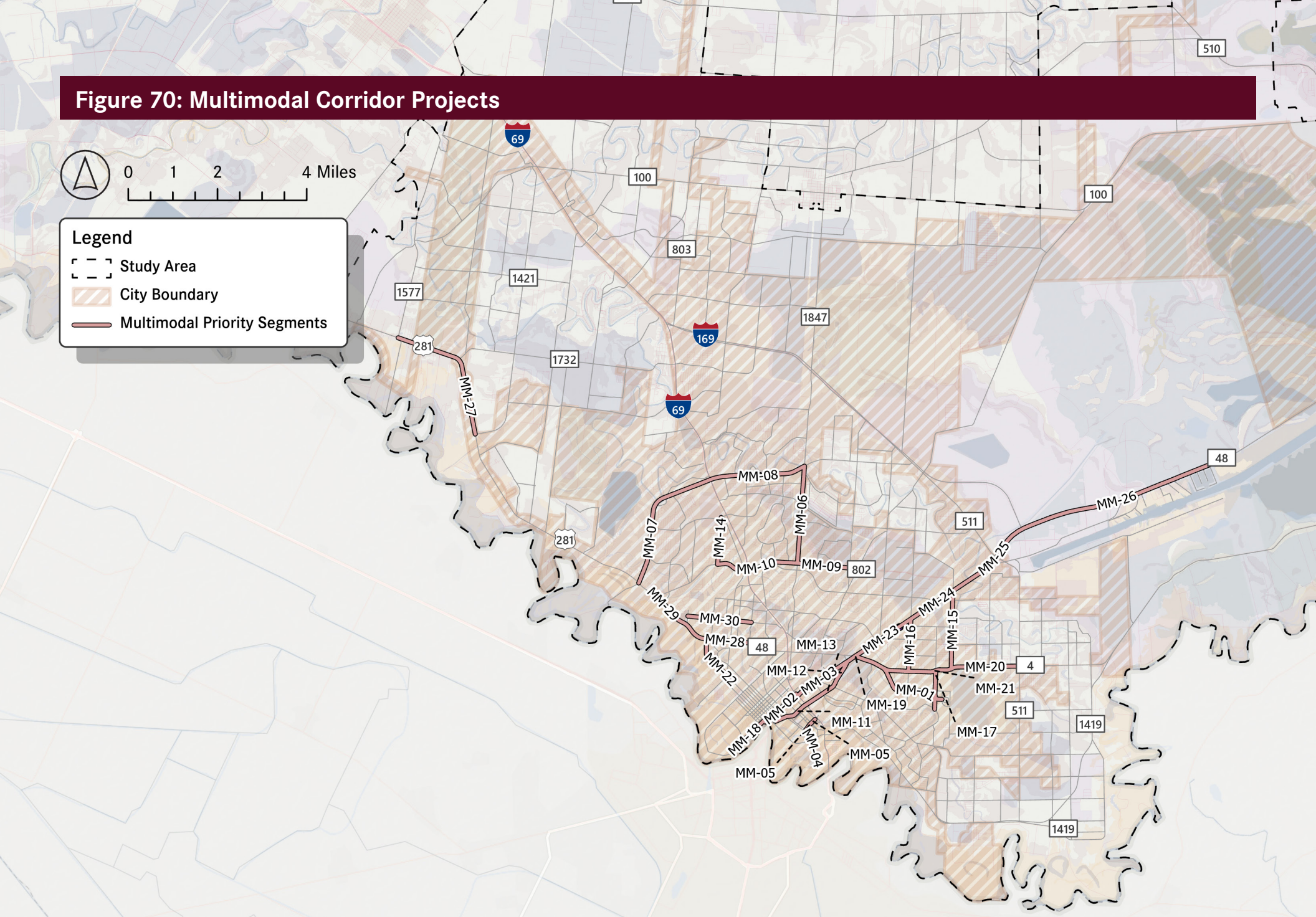


Pictured: B Metro Stop at Central Avenue Park



Pictured: Brownsville Bicycle Infrastructure

Figure 70: Multimodal Corridor Projects



Source: ATG Project Team

Table 28: Multimodal Corridor Project List

Project ID	Project Name	Length (miles)	Project Description	Estimated Cost	On System?
MM-01	Billy Michell Boulevard	1.64	Sidewalks/shared-used path, landscaping and bioswales, raised center median, safety improvements, crosswalks, pavement overlay	$28,163,000	Yes
MM-02	E 13th Street	0.99	Safety improvements, crosswalks, transit amenities, landscaping and bioswales, sharrows	$14,456,000	No
MM-03	E 14th Street	1.36	Road reconstruction, sidewalks/shared-used path, transit amenities, landscaping and bioswales, safety improvements, crosswalks, raised center median	$26,160,000	No
MM-04	E Jackson Street	0.31	Bike lane, sidewalks, transit amenities, landscaping and bioswales, safety improvements, crosswalks	$4,299,000	No
MM-05	E 24th Street	0.32	Sharrows, sidewalks, transit amenities, landscaping and bioswales, safety improvements, crosswalks	$4,704,000	No
MM-06	FM 1847 (Paredes Line Road)	2.18	Bike lanes, raised center median, sidewalks, landscaping and bioswales, transit amenities, safety improvements, crosswalks	$33,467,000	Yes
MM-07	FM 3248 A	3.18	Sidewalks, transit amenities, landscaping and bioswales, raised center median, safety improvements, crosswalks	$48,285,000	Yes
MM-08	FM 3248 B	2.16	Widen to 6 lanes (MTP), raised center median, transit amenities, landscaping and bioswales, safety improvements, crosswalks	$44,009,000	Yes
MM-09	FM 802 A	1.36	Transit amenities, landscaping and bioswales, safety improvements, crosswalks, raised center median	$20,036,000	Yes
MM-10	FM 802 B	1.86	Sidewalks, transit amenities, landscaping and bioswales, raised center median, safety improvements, crosswalks	$29,436,000	Yes

*Multimodal corridor project ID indicates project prioritization ranking

Table 28: Multimodal Corridor Project List (continued)

Project ID	Project Name	Length (miles)	Project Description	Estimated Cost	On System?
MM-11	International Boulevard A	0.81	Transit amenities, sidewalks, bike lanes, landscaping and bioswales, raised center median, safety improvements, crosswalks	$14,276,000	Yes
MM-12	International Boulevard B	0.66	Transit amenities, sidewalks, bike lanes, landscaping and bioswales, raised center median, safety improvements, crosswalks	$11,298,000	Yes
MM-13	International Boulevard C	0.72	Transit amenities, sidewalks, bike lanes, landscaping and bioswales, raised center median, safety improvements, crosswalks	$11,190,000	Yes
MM-14	Mcallen Road	1.06	Transit amenities, sidewalks, bike lanes, landscaping and bioswales, safety improvements, crosswalks	$15,122,000	No
MM-15	N Minnesota Avenue	1.75	Transit amenities, sidewalks, landscaping and bioswales, raised center median, safety improvements, crosswalks	$26,623,000	Yes
MM-16	S Central Avenue	1.17	Transit amenities, sidewalks, bike lanes, landscaping and bioswales, safety improvements, crosswalks	$16,515,000	No
MM-17	S Iowa Avenue	0.87	Transit amenities, bike lanes, sidewalks, landscaping and bioswales, raised center median, safety improvements, crosswalks	$13,791,000	No
MM-18	Sam Perl Boulevard	0.55	Transit amenities, safety improvements, crosswalks, landscaping and bioswales, raised center median	$8,984,000	No
MM-19	SH 4 (Boca Chica Boulevard) A	1.27	Sidewalks/shared-use path, transit amenities, landscaping and bioswales, raised center median, safety improvements, crosswalks	$20,818,000	Yes
MM-20	SH 4 (Boca Chica Boulevard) B	1.53	Sidewalks/shared-use path, transit amenities, landscaping and bioswales, raised center median, safety improvements, crosswalks	$25,208,000	Yes

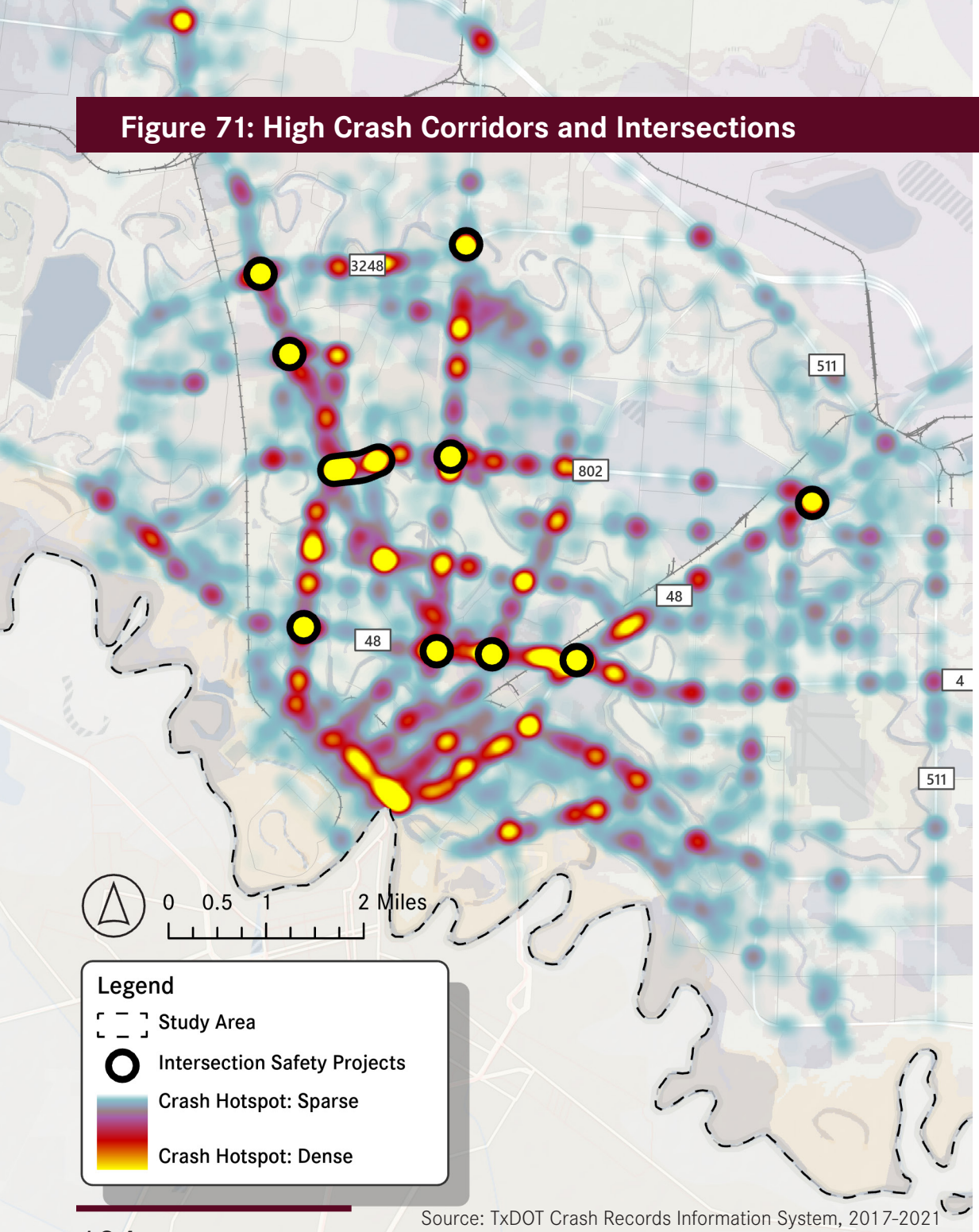
*Multimodal corridor project ID indicates project prioritization ranking

Table 28: Multimodal Corridor Project List (continued)

Project ID	Project Name	Length (miles)	Project Description	Estimated Cost	On System?
MM-21	SH 4 (Boca Chica Boulevard) C	0.97	Sidewalks/shared-use path, landscaping and bioswales, raised center median, safety improvements, crosswalks	$15,379,000	Yes
MM-22	South Military Road	1.01	Sidewalks, transit amenities, landscaping and bioswales, safety improvements, crosswalks	$14,042,000	No
MM-23	SH 48 A	1.71	Raised center median, transit amenities, sidewalks/shared-use path, landscaping and bioswales, safety improvements, crosswalks	$28,463,000	Yes
MM-24	SH 48 B	1.40	Widen to 6 lanes (MTP), raised center median, transit amenities, sidewalks/shared-use path, landscaping and bioswales, safety improvements, crosswalks	$28,300,000	Yes
MM-25	SH 48 C	1.84	Widen to 6 lanes (MTP), raised center median, transit amenities, sidewalks/shared-use path, landscaping and bioswales, safety improvements, crosswalks	$36,073,000	Yes
MM-26	SH 48 D	4.46	Raised center median, transit amenities, sidewalks/shared-use path, landscaping and bioswales, safety improvements, crosswalks, coordinate with MTP on frontage road project	$71,690,000	Yes
MM-27	US 281 (Military Highway) A	1.45	Widen to 4 lanes, bike lane, landscaping and bioswales, safety improvements, crosswalks, raised center median	$27,507,000	Yes
MM-28	US 281 (Military Highway) B	0.98	Raised center median, sidewalks/shared-used path, landscaping and bioswales, safety improvements, crosswalks	$16,438,000	Yes
MM-29	US 281 (Military Highway C	1.43	Bike lanes, sidewalks, transit amenities, landscaping and bioswales, raised center median, safety improvements, crosswalks	$22,426,000	Yes
MM-30	W Los Ebanos Boulevard	1.44	Sidewalks, transit amenities, landscaping and bioswales, safety improvements, crosswalks	$20,208,000	No
			Total:	**$365,842,000**	

*Multimodal corridor project ID indicates project prioritization ranking

Figure 71: High Crash Corridors and Intersections



Source: TxDOT Crash Records Information System, 2017-2021

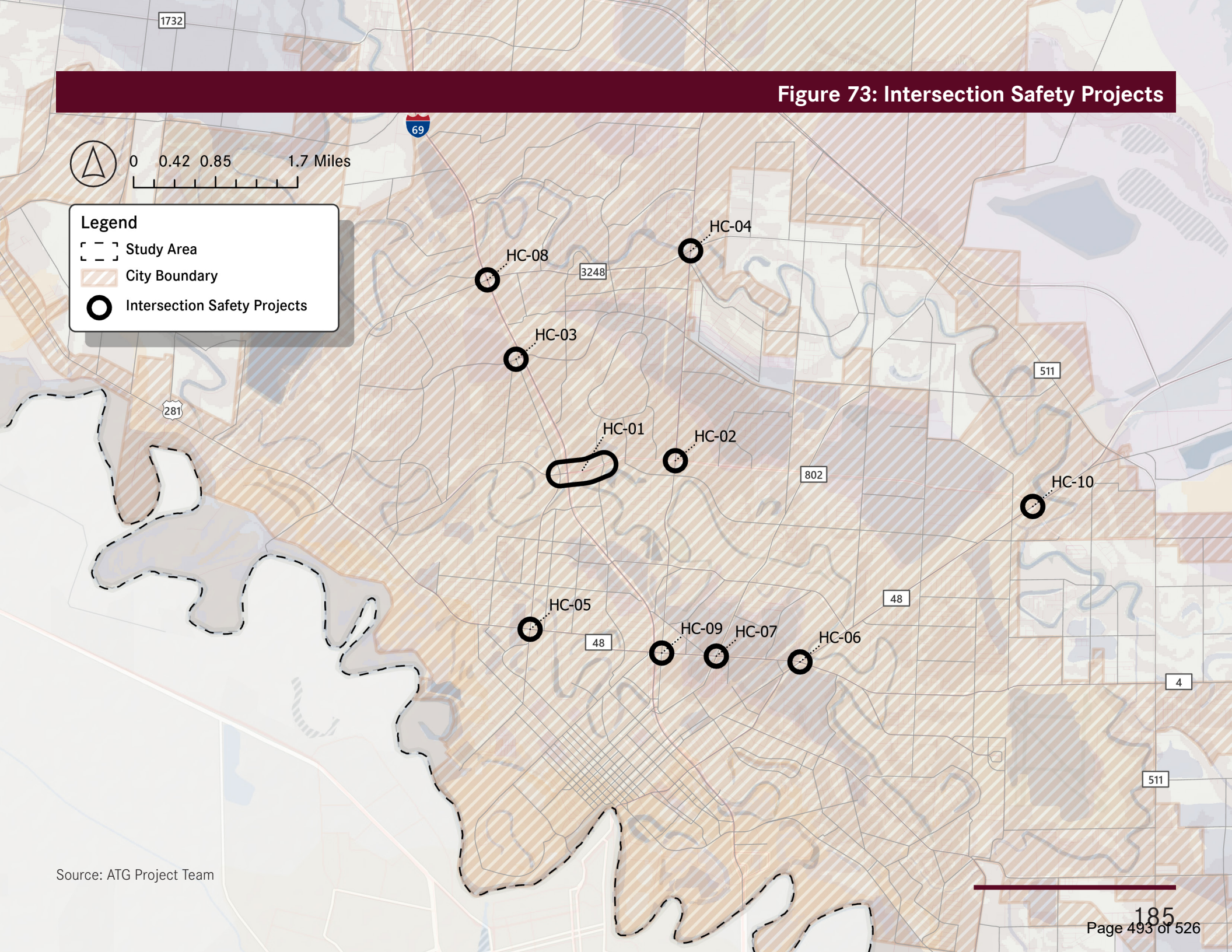
Intersection Safety Projects

While the Multimodal Corridor Projects represent large-scale interventions aimed at completing planned improvements, this plan also includes Intersection Projects focusing on smaller, yet impactful changes to high crash corridors and intersections (Figures Figure 71 and Figure 73). Moreover, the 10 Intersection Safety Projects represent $5.5M in investment to reduce crashes and improve safety.

Figure 72: Example Intersection Project



Figure 73: Intersection Safety Projects



Source: ATG Project Team

Table 29: Intersection Safety Projects

Project ID	Project Name	Project Description	Estimated Cost
HC-01	FM 802 Corridor from Old Us Hwy 77 To Jose Marti Blvd.	Install radar speed signs, improved wayfinding along route, advanced signage for upcoming highway crossing at I-69, address Intersection Alignment at old Alice Road, requires ROW Acquisition, targeted traffic enforcement	$183,000
HC-02	FM 1847 and FM 802	Install radar speed signs, perform In-Depth Road Safety Audit	$200,000
HC-03	Old Us Highway 77 and Morrison Road	Operational analysis, targeted enforcement, Review in 2 years for efficacy of access management	$130,000
HC-04	FM1847 and FM 3248	Advanced wayfinding/speed warning (upcoming intersection), renew Striping, address Intersection Alignment (requires ROW Acquisition), Implement Roundabout	$2,050,000
HC-05	Central Boulevard and US 281 (Military Highway)	Install radar speed signs leading up to intersection on Boca Chica and Central If prior condition: 5-section “doghouse” protected/permissive left-turn control, then converting at left-turn traffic control on at least one approach from a 5-section “doghouse” protective/permissive left turn to a flashing red arrow with supplemental sign. If prior condition: permissive phase of the control operated with a circular green indication, then: install left turn flashing yellow arrow signals with supplemental traffic signs with text “left turn yield on flashing yellow arrow”	$70,000
HC-06	SH 48 & SH 4 (Boca Chica Blvd)	Striping, semiphore mast arm reconfiguration, alignment study	$202,000
HC-07	SH 4 (Boca Chica Blvd) and Old Port Isabel Road	Perform in-depth road safety audit, approaching segments access management	$175,000
HC-08	FM 3248 (Alton Gloor Boulevard/Tejon Rd.) and I 69 (US 77)	Perform in-depth road safety audit, approaching segments access management	$198,000
HC-09	SH 4 (Boca Chica Blvd) and Paredes Avenue	Perform in-depth road safety audit	$164,000
HC-10	SH 48 & FM 802 (Ruben Torres Sr. Blvd)	Perform in-depth road safety audit, potential roundabout project with access management on approaches	$2,203,000

*Intersection safety project ID indicates project prioritization ranking

Capital Recovery Projects

Finally, as a growing city, Brownsville has the option to adopt a capital recovery program to allow for increased revenue collection to mitigate impacts from traffic changes. In accordance with Texas Local Government Code Chapter 395, transportation impact fees may be assessed by local government jurisdictions for projected 10-year growth in vehicle miles traveled (VMT).

The CIP for this Capital Recovery Program include only the collector and arterial projects needed to complete the City's Thoroughfare Plan. It does not include recently completed projects with excess capacity, or projects currently under construction, although those are allowed by law. It also does not include traffic signalization projects, focusing primarily on projects that meet the definition of "major facility expansions," rather than modernization projects – see Multimodal Corridor Projects and High Crash Intersection Projects.

As such, the CIP for the Capital Recovery Program was developed using roadways designations under the Thoroughfare Plan and data used in the overall BTX Mobility Plan analysis. In order to qualify as an eligible project, a roadway must be classified as an arterial or a collector as identified in the City's adopted Thoroughfare Plan. These projects involve major facility expansions, such as capacity widening projects and new road projects.

To complete the analysis, roadways were divided into logical segments based on lane configuration, major intersections, or other significant characteristic changes. For the Capital Recovery CIP, projects were further sub-divided into service areas to comply with state law and assess fees. Lane capacities and volumes were assigned based on the 2023 Rio Grande Valley MPO Travel Demand Model during the PM Peak Hour for Years 2023-2033. Data from the TxDOT Roadway Inventory GIS dataset was used to supplement as needed.

New roads proposed in the Major Thoroughfare Planning Process were carried over into the Capture Recovery project list. Existing roads that exhibited a volume to capacity ratio is greater than 1.0, or a Level of Service (LOS) F were also carried over into the project list for the Capital Recovery Program. Following an initial review of the Draft CIP by the Capital Improvements Advisory Committee (CIAC), modifications were made to add or remove roadways as appropriate.

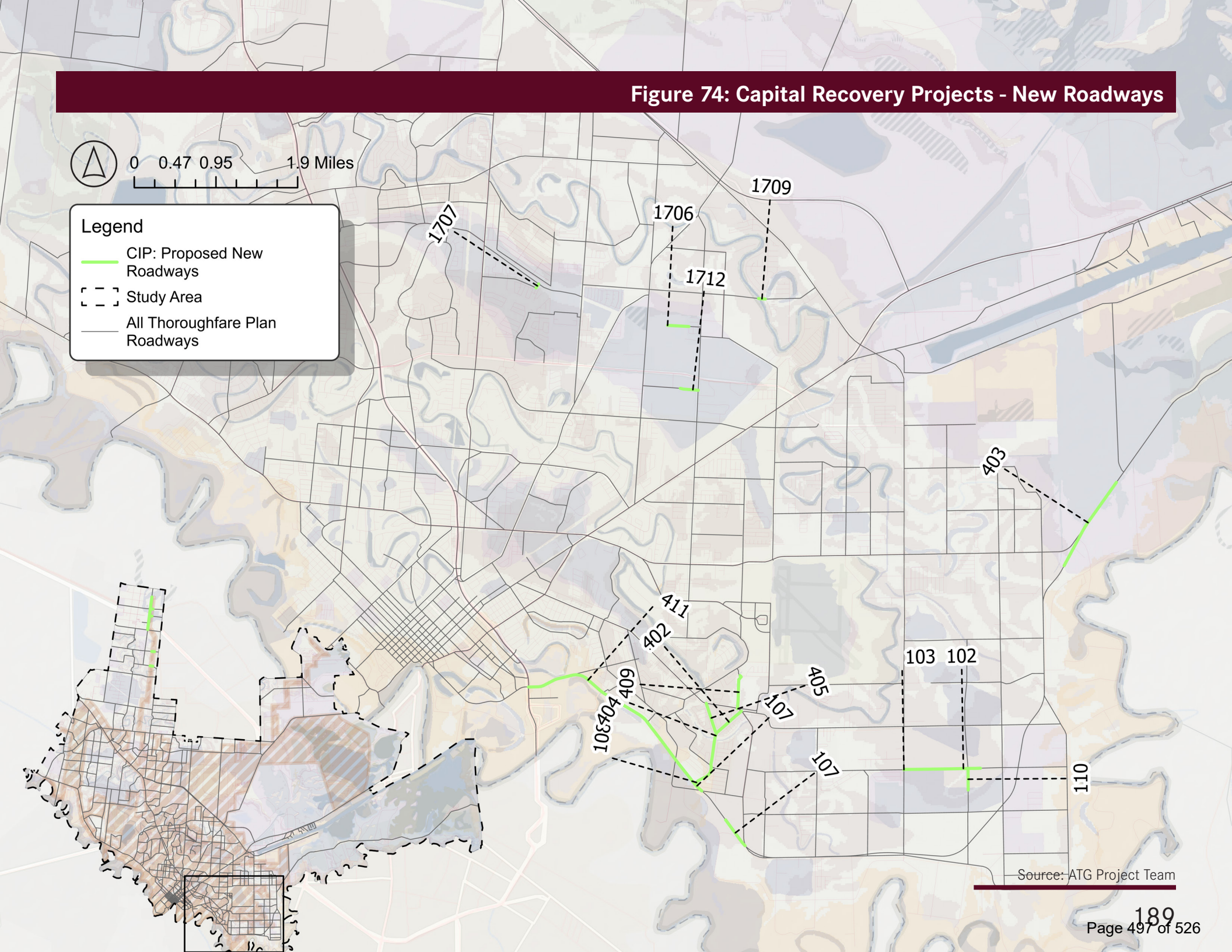
Capital recovery projects were not ranked for priority, because the implementation of the Capital Recovery Program is predicated on development patterns.

Capital Recovery Projects primarily include major facility expansions, which increase the capacity of the roadway and allow for the higher volumes of traffic that result from new development.

Table 30: Capital Recovery Projects - New Roadways

Project ID	Project Name	Limits To	Limits From	Project Length (miles)	Roadway Type	Proposed Lanes	Estimated Cost
403	East Loop	Service Area Boundary	Service Area Boundary	1.15	Future Primary Arterial	4	$8,229,000
110	James Lee Dr	City Limits (next closest perpendicular road is Alaska Rd)	Arizona Rd.	0.25	Future Collector	2	$1,251,000
102	Arizona Rd	S Brown Ave	S Indiana Ave	0.40	Future Collector	2	$1,873,000
103	Arizona Rd	S Brown Ave	S Indiana Ave	0.49	Future Collector	2	$1,150,000
1707	Hudson Blvd	Morrison Rd	Heritage Trl	0.06	Future Collector	4	$371,000
1706	Hidden Acres Blvd	Robindale Rd	Espinosa Ln	0.25	Future Collector	4	$1,635,000
106	East Loop	Southmost Rd	East Loop 1-B (Near Sonny Dr)	0.38	Future Secondary Arterial	4	$1,392,000
1709	Morrison Road	Rancho Viejo Blvd	City Limits/Resaca Del Rancho Viejo	0.08	Future Secondary Arterial	4	$643,000
405	East Loop 1-B	East Loop (Near Sonny Dr)	Southmost Blvd	0.36	Future Secondary Arterial	4	$2,556,000
108	East Loop 1-B	East Loop (Near Cottage Dr)	East Loop	0.71	Future Secondary Arterial	4	$2,513,000
409	S. Iowa Ave.	Southmost Blvd	Amatista Dr	0.40	Future Secondary Arterial	4	$3,999,000
1712	Ted Hunt Dr	N Central Ave	Ted Hunt Blvd (Near Oscar Dancy St)	0.21	Future Collector	4	$1,376,000
107	East Loop	Southmost Rd.	Del Prado Dr	0.54	Future Primary Arterial	4	$4,253,000
402	Jovita Dr	Cottage Dr.	Southmost Blvd	0.38	Future Secondary Arterial	4	$1,885,000
404	Jovita Dr	East Loop 1-B	Cottage Dr	0.71	Future Secondary Arterial	4	$2,513,000
411	East Loop	I 69 (Us 77/83 Hwy)	Service Area Boundary	2.44	Future Primary Arterial	4	$17,233,000

Figure 74: Capital Recovery Projects - New Roadways

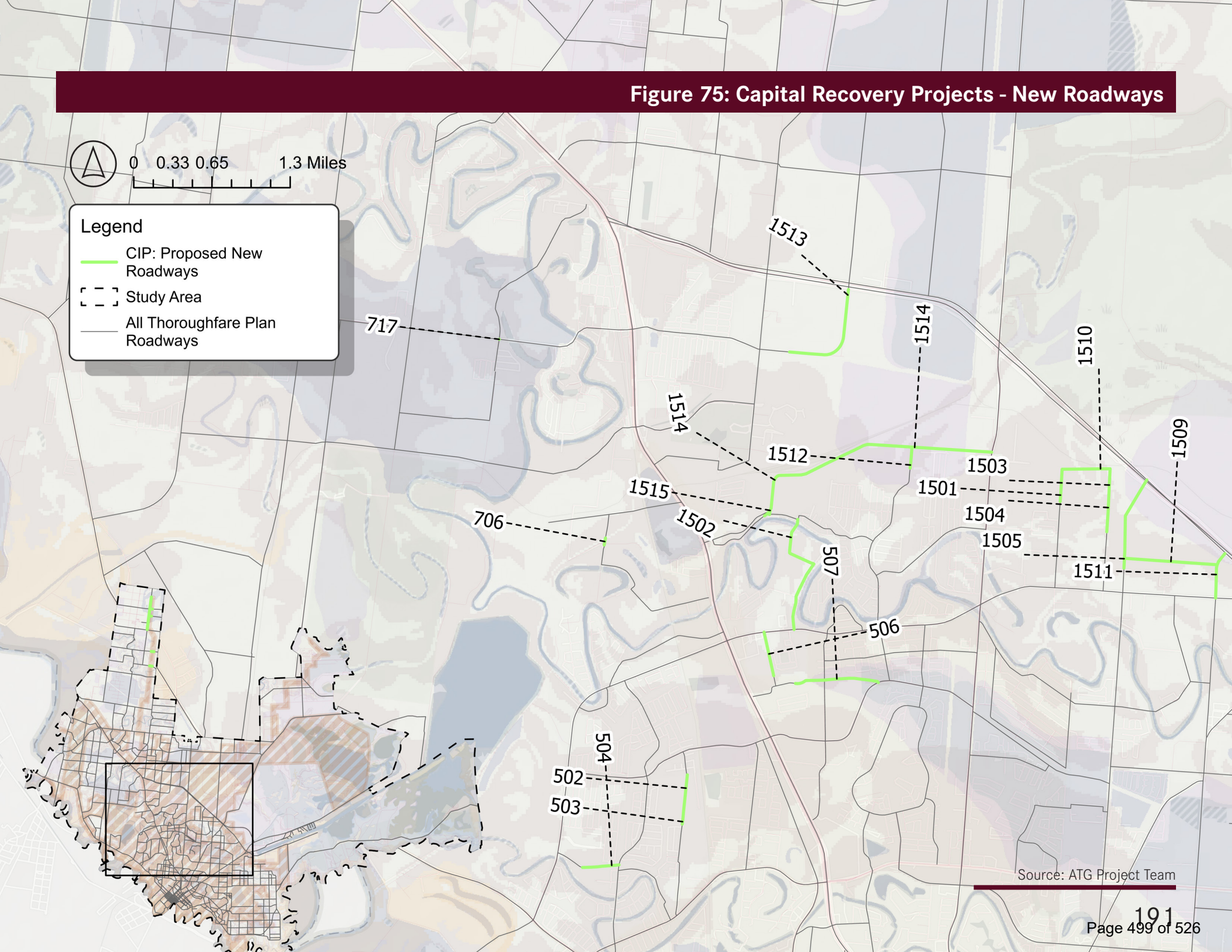


Source: ATG Project Team

Table 30: Capital Recovery Projects - New Roadways (continued)

Project ID	Project Name	Limits To	Limits From	Project Length (miles)	Roadway Type	Proposed Lanes	Estimated Cost
1513	Carrizales Rucker Rd	I 169	Carrizales Rucker Rd	0.93	Future Collector	2	$4,379,000
1514	Costa Del Sol Blvd	Paredes Line Rd	Dennett Rd	2.21	Future Secondary Arterial	4	$17,533,000
1502	Caddell Rd	Dennett Rd	E Alton Gloor Blvd	1.10	Future Collector	4	$7,132,000
506	Hospital Blvd Ext	Branson Pl	Oak Hills Dr	0.37	Future Collector	4	$2,412,000
507	Lorenaly Dr Ext	Morrison Rd	Lorenaly Dr	0.70	Future Collector	4	$4,087,000
502	Mercedes Road	Hospital Blvd	E Alton Gloor Blvd	0.37	Future Collector	4	$2,658,000
1512	Stagecoach Trail	Future Collector (Near Mystic Grove St and Paredes Line Rd)	Stagecoach Trl/Mystic Grove St	0.18	Future Collector	4	$1,169,000
1509	Toledo Dr	Robindale Rd (Future, Near FM 511)	Dana Ave (Future, Near Cavazos Rd)	0.77	Future Collector	2	$4,229,000
1503	Cavazos Rd	City Limits (Near Cavazos Rd And FM 511)	Cavazos Rd/Toledo Dr	0.30	Future Collector	2	$1,657,000
1501	Barcelona Rd	UP Ct (Near Gbic Cir And FM 511)	City Limits (Calle Barcellona)	0.27	Future Collector	2	$1,494,000
1510	UP Ct	Cavazon Rd (Future, Near Fm 511)	Barcelon Rd (Future, Near Gbic Cir)	0.40	Future Collector	2	$2,201,000
504	Old Spanish Trail	Laredo Rd	Schaefer Ln	0.30	Future Collector	4	$1,766,000
717	Summerhill Blvd Ext	City Limits (Near Summerhill Blvd)	Fm 1732	0.00	Future Collector	2	N/A
1511	Robindale Rd	FM 511	Dr Hugh Emerson Rd	0.39	Future Secondary Arterial	4	$3,105,000
1505	Dana Ave	FM 511	Dr Hugh Emerson Rd	0.78	Future Secondary Arterial	4	$5,464,000
503	Mercedes Rd	Branson Pl (ends much earlier, but is a part of the future collector)	Oak Hills Dr	0.04	Future Collector	4	$2,658,000
706	Fish Hatchery Rd	Railroad St (City Limits)	Fish Hatchery Rd	0.06	Future Collector	2	$304,000
1515	Costa Del Sol Ct	Unnamed future secondary arterial that runs near the union pacifi cail line	Dennett Rd	0.04	Future Collector	4	$274,000
1504	Cavazos Rd	City Limits Near Cavazos Rd and FM 511	Cavazos Rd/Toledo Dr	0.22	Future Collector	4	$1,432,000

Figure 75: Capital Recovery Projects - New Roadways

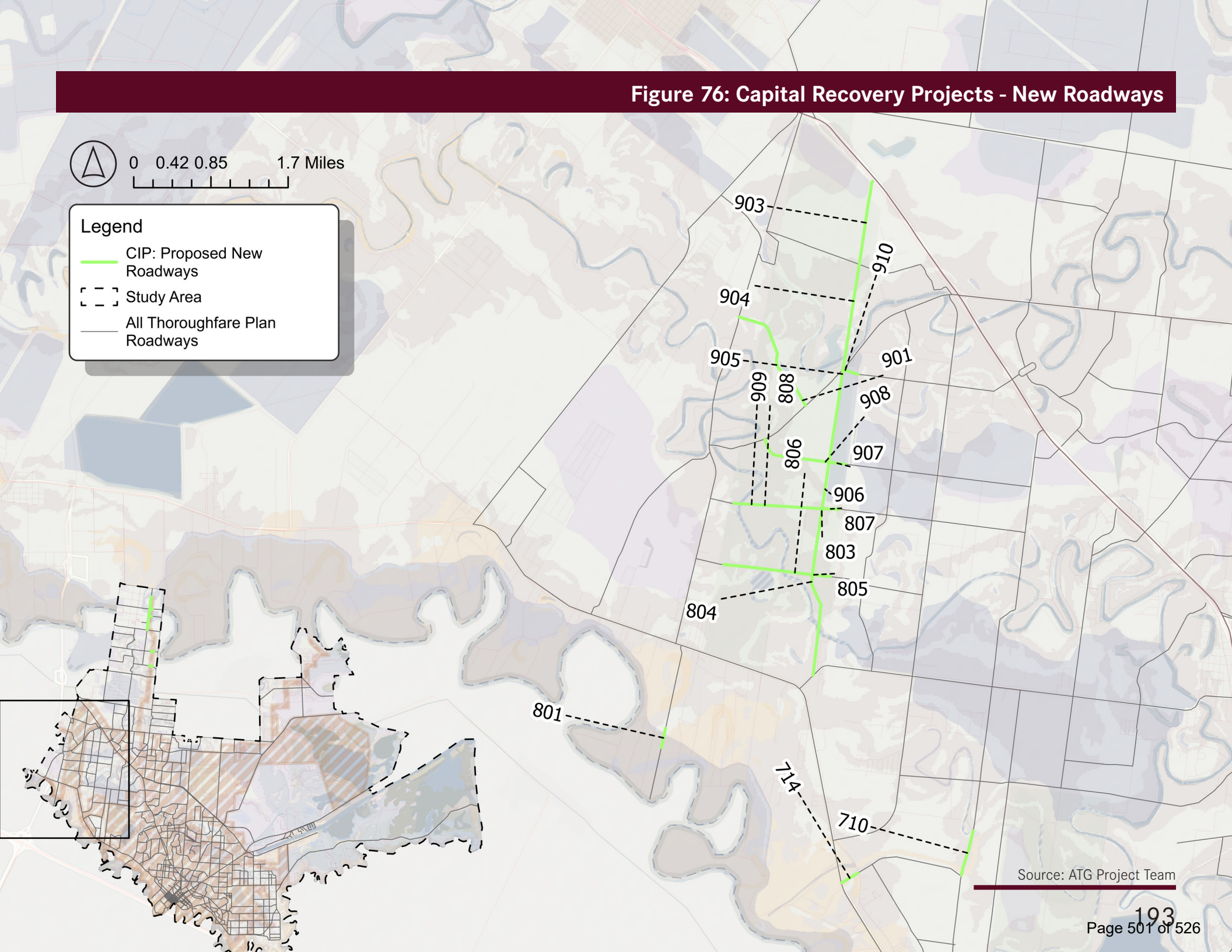


Source: ATG Project Team

Table 30: Capital Recovery Projects - New Roadways (continued)

Project ID	Project Name	Limits To	Limits From	Project Length (miles)	Roadway Type	Proposed Lanes	Estimated Cost
903	Guagolota Rd	Texas Tropical Rd	Nunneis Rd	0.93	Future Collector	2	$4,379,000
904	Guagolota Rd	Nunneis Rd	Rice Tract Rd	1.17	Future Collector	2	$5,494,000
905	Guagolota Rd	Rice Tract Rd	W Espinoza St (Near Rice Tract Rd)	1.03	Future Collector	2	$4,835,000
906	Guagolota Rd	Roos Reservoir Ct(Future)	Rego Rd	0.50	Future Collector	2	$2,356,000
803	Guagolota Rd	Rego Rd.	Roos Reservoir Ct	0.77	Future Collector	2	$3,620,000
804	Guagolota Rd	Roos Reservoir Ct (Future, Near Roos Reservoir C)	Military Hwy	1.11	Future Collector	2	$5,216,000
907	W Espinoza St	City Limits (Next Closest Road Is Barreda Gardens And Espinoza St)	Guagolota Rd	0.18	Future Collector	2	$860,000
805	Roos Reservoir Ct	City Limits	Guagolota Rd (Future)	0.19	Future Collector	2	$908,000
801	Domanski Dr	City Limits (Near Mexico Border At Domanski Dr And Military Hwy)	Domanski Dr (Existing Road Extends To Military Hwy)	0.22	Future Collector	2	$1,100,000
901	E Long Lane	Rice Tract Rd (Near Guagolota Rd)	Rice Tract Rd/Fm 1577	1.33	Future Collector	2	$6,253,000
806	Roos Reservoir Ct	Guagolota Rd (Future)	City Limits (Near Fm 1577)	0.99	Future Collector	2	$4,657,000
908	W Espinoza St	Guagolota Rd	Rice Tract Rd	0.82	Future Collector	2	$3,859,000
807	Rego Road	Redo Rd (Existing And At City Limits)	Guagolota Rd	0.19	Future Collector	2	$908,000
910	Roberta Road	City Limits (Near Roberta Rd)	Guagolota Rd	0.17	Future Collector	2	$799,000
909	Rego Road	Guagolota Rd	Fm 1577	0.97	Future Collector	2	$2,278,000
808	Rego Rd	City Limits	Guagolota Rd	0.97	Future Collector	2	$2,278,000
714	IBC Rd Ext	San Pedro Rd	Military Hwy	0.21	Future Collector	4	$1,287,000
715	E Bend Dr	City Limits (Between San Pedro Rd And Carmen Blvd)	Military Hwy	0.07	Future Collector	4	$442,000
710	Grove Park Rd	Military Hwy (Road Passes Through Area Outside Of City Limits)	City Limits (Carmen Blvd And The World Birding Center)	0.51	Future Secondary Arterial	4	$3,730,000
709	Grove Park Rd	City Limit (Next Closest Rd Is Carmen Blvd)	Military Hwy	0.18	Future Secondary Arterial	4	$1,329,000
410	Carmen Ave	Vasquez Ranch Rd.	Future Colector	0.70	Future Collector	2	$3,317,000

Figure 76: Capital Recovery Projects - New Roadways

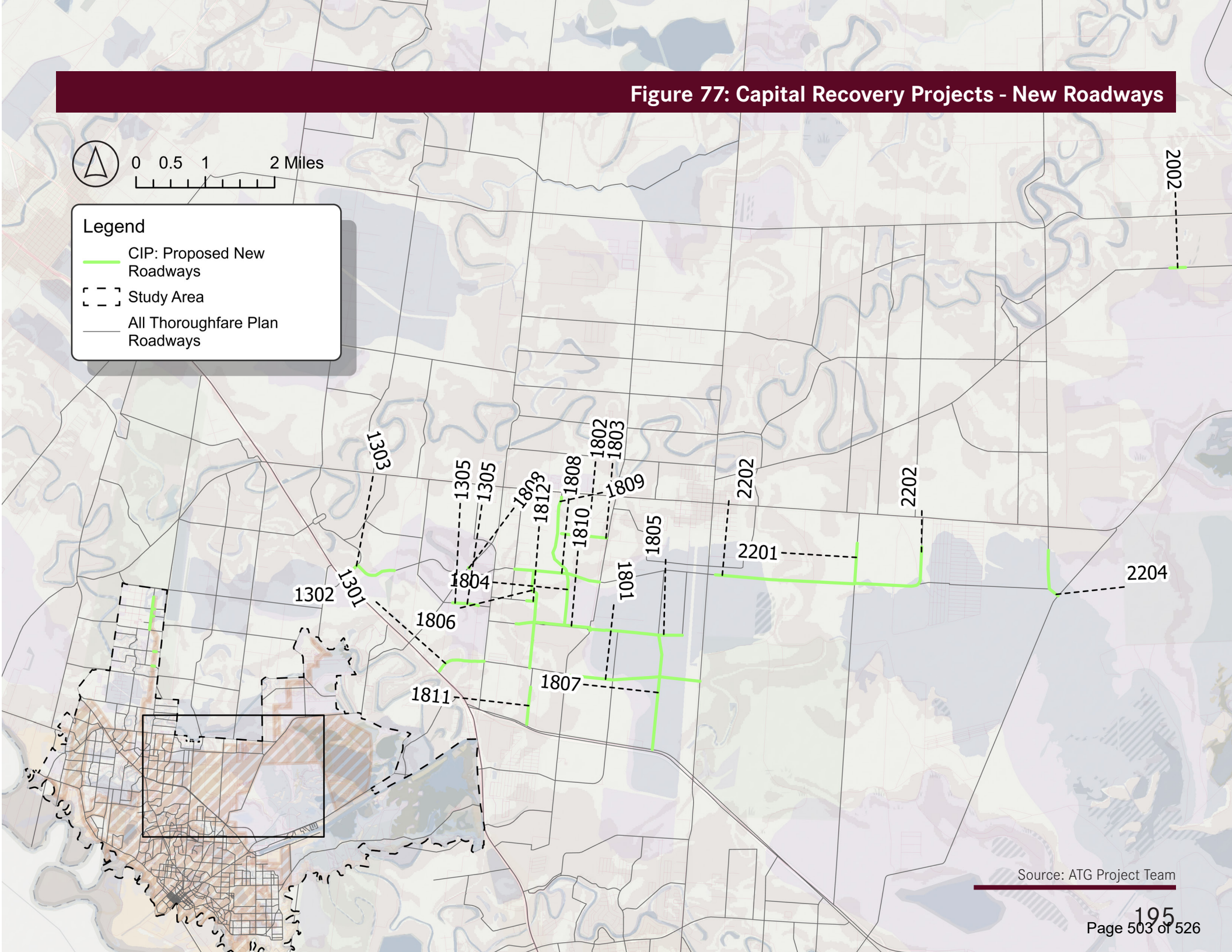


Source: ATG Project Team

Table 30: Capital Recovery Projects - New Roadways (continued)

Project ID	Project Name	Limits To	Limits From	Project Length (miles)	Roadway Type	Proposed Lanes	Estimated Cost
2202	Juan Seguin Blvd. (Far North AR)	City Limits (Near Granada Ave)	S Arroyo Blvd	3.49	Future Primary Arterial	4	28,730,000
2002	Old Port Rd	City Limits (Along Cr 350/Old Port Rd)	City Limits (Along CR 350/Old Port Rd)	0.23	Future Secondary Arterial	4	$1,664,000
1811	April Lane Ext	April Ln/Abrego Rd	I 169	0.54	Future Collector	2	$2,686,000
1806	April Ln Ext	Juan Seguin Blvd (Future, Near California Rd)	Abrego Rd	1.46	Future Collector	2	$7,243,000
1801	Abrego Road	Paredes Line Rd	Old Alice Rd	1.97	Future Collector	2	11,251,000
1807	Rancho Verde Dr	City Limits (Near Lemon Dr)	I 169	1.65	Future Collector	2	$8,186,000
2201	Battlefield Dr	City Limits	Juan Seguin Blvd (Future)	0.58	Future Collector	2	$2,936,000
1804	Olive Blvd	Juan Seguin Blvd (Future, Near Old Alice Rd)	West Lemon St (Future, Near Old Alice Rd)	0.65	Future Collector	2	$3,232,000
1802	Melon Dr	Old Alice Rd.	Melon Dr (Near City Limits)	0.49	Future Collector	2	$2,430,000
1805	Cajun Blvd	Paredes Line Rd.	Old Alice Rd	1.94	Future Collector	2	$6,691,000
2204	San Roman Blvd	Old Port Isabel Rd.	City Limits (Texas Tropical Trl)	0.79	Future Primary Arterial	4	$5,948,000
1810	West Lemon St	Old Alice Rd	Cajun Blvd	1.07	Future Secondary Arterial	4	$7,816,000
1808	Juan Seguin Blvd	Old Alice Rd	California Rd.	1.27	Future Primary Arterial	4	10,470,000
1809	Olive Blvd	SH 100	Juan Seguin Blvd (Future)	1.30	Future Secondary Arterial	4	$9,499,000
1812	California Rd Ext	Far North Collector #2 (Future)	California Rd	0.14	Future Collector	2	$702,000
1803	Melon Dr	Old Alice Rd	Melon Dr (Near City Limits)	0.16	Future Collector	4	$978,000
1303	Juan Seguin Blvd	City Limits b/w FM 803 and Roberta Rd	I 69E	0.60	Future Primary Arterial	4	$7,369,000
1305	Meyers Road	Olmito North Rd.	FM 803	0.38	Future Collector	4	$2,317,000
1301	Arkansas Road	Olmito North Rd.	I 69E N Frontage Rd.	0.71	Future Collector	4	$4,298,000
1302	"Juan Seguin Blvd.(Far North AR)	I 69E	Union Pacific Rail Near I 69E S Frontage Rd	0.05	Future Secondary Arterial	4	$338,000

Figure 77: Capital Recovery Projects - New Roadways



Source: ATG Project Team

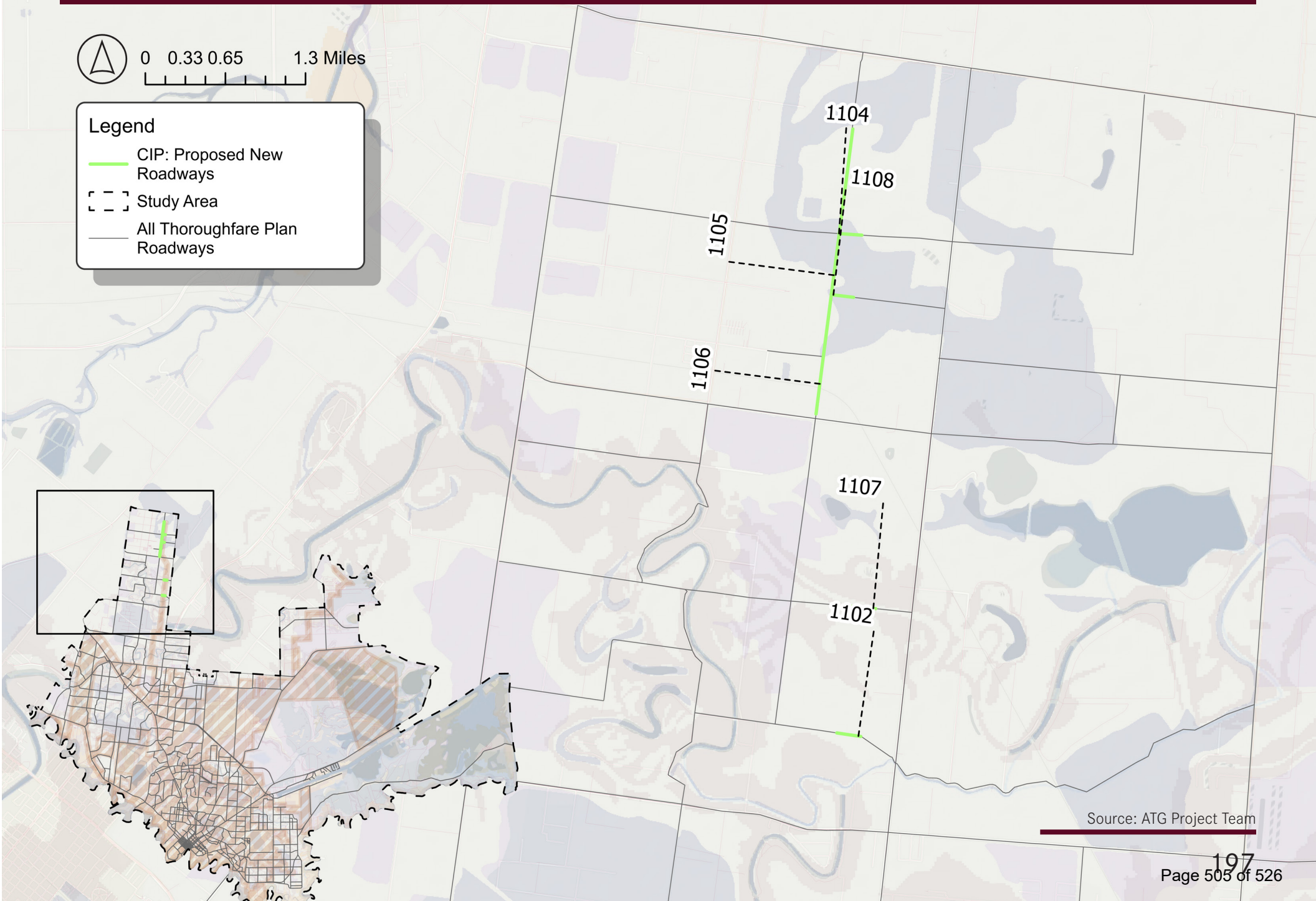
Table 30: Capital Recovery Projects - New Roadways (continued)

Project ID	Project Name	Limits To	Limits From	Project Length (miles)	Roadway Type	Proposed Lanes	Estimated Cost
1102	Line 12 Rd	City Limits (Near Fm 803/Olmito North Rd)	City Limits (Near Line G Rd)	0.20	Future Collector	2	$999,000
1105	Parker Rd	City Limits (Near Ortega Rd)	Fresnal Rd/Union Pacific Rail Line	1.84	Future Collector	2	$4,559,000
1106	Parker Rd	City Limits (Near Villa Franco Rd)	Fresnal Rd	0.49	Future Collector	2	$1,215,000
1104	Lugo Rd	City Limits (Near Fm 803)	City Limits (Near Cr 528)	0.19	Future Collector	2	$958,000
1108	CR 526 Ext	City Limits (Near Fm 803)	City Limits (Near Parker Rd And Cr 526)	0.18	Future Collector	2	$907,000
1107	Vazquez Rd	City Limits (Near Fm 803 And Kempner Cir)	City Limits (North Of Fm 510 Near Line G Rd)	0.20	Future Collector	2	$993,000



Pictured: Boca Chica Blvd

Figure 78: Capital Recovery Projects - New Roadways

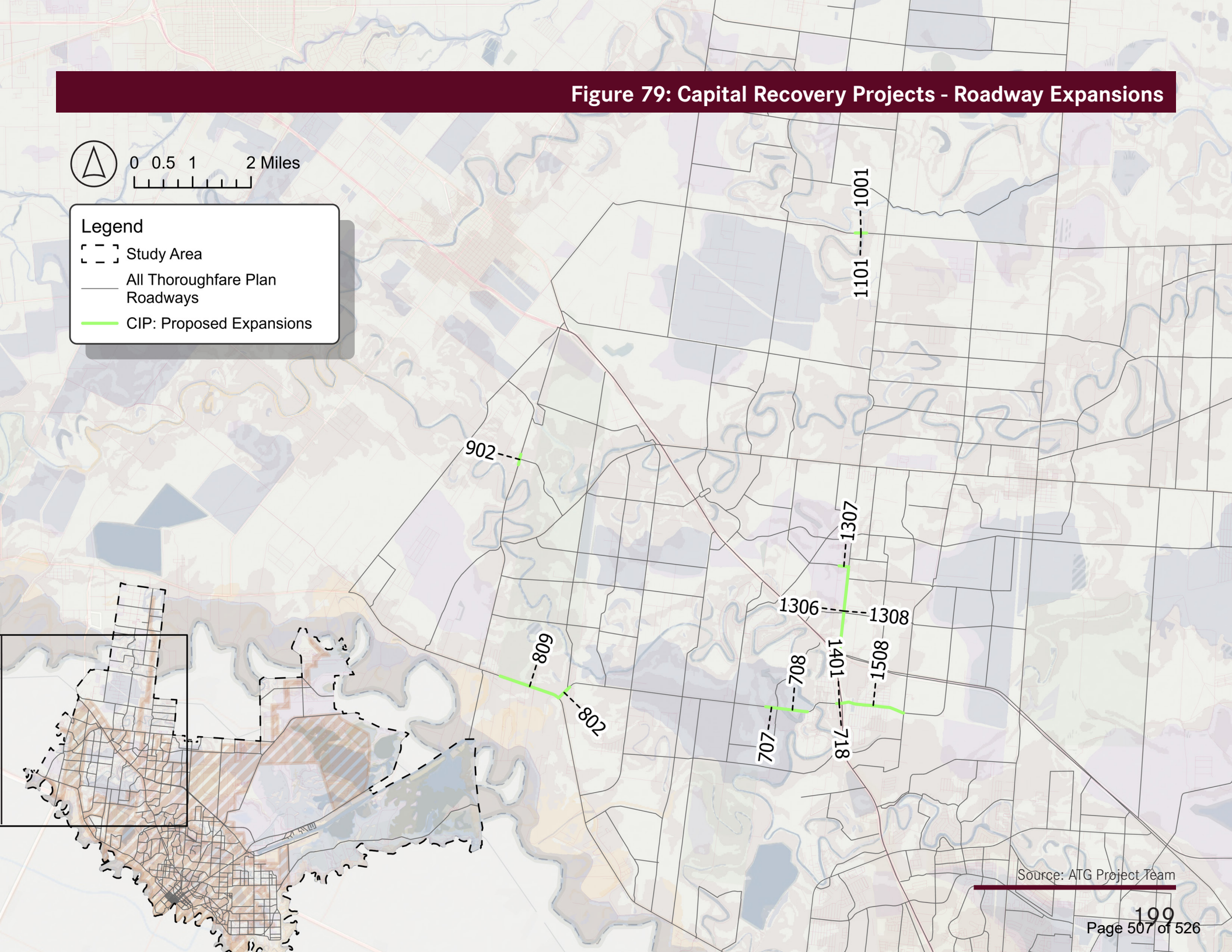


Source: ATG Project Team

Table 31: Capital Recovery Projects - Roadway Expansions

Project ID	Project Name	Limits To	Limits From	Project Length (miles)	Roadway Type	Current Lanes	Proposed Lanes	Estimated Cost
707	FM1732	Summerhill Blvd	Carmen Ave	0.20	Primary Arterial	2	4	$2,195,000
802	FM 1732	Los Arboles Ave	Us 281 Military Hwy	0.27	Primary Arterial	2	4	$1,372,000
1001	FM 510 / San Jose Rd	CR-317	Resaca View Cir	0.20	Secondary Arterial	2	4	$515,000
809	US 281 (Military Hwy)	FM 1732	Montalvo St	1.07	Primary Arterial	2	4	$4,897,000
1308	Olmito North Rd	Meyers Rd	I 169	1.45	Collector	2	4	$2,879,000
902	FM 1577	CR-819	Paloma Dr	0.18	Secondary Arterial	2	4	$953,000
1508	Naranjo Rd	Old Alice Rd	I 69 E (Texas Tropical Trl)	1.09	Secondary Arterial	2	4	$4,468,000
708	FM 1732	Lago Viejo	Summerhill Blvd	0.61	Primary Arterial	2	4	$2,195,000
1401	FM 1732	Old Hwy 77	Hwy 77/I 69E	0.09	Primary Arterial	2	4	$237,000
1101	FM 510 / San Jose Rd	CR-317	Resaca View Cir	0.20	Secondary Arterial	2	4	$515,000
407	Mc Davitt Blvd	Hayes St	I 69E N Frontage Rd	0.18	Secondary Arterial	2	4	$1,071,000
1307	Meyers Rd	Olmito North Rd	Lomax Rd	0.17	Collector	2	4	$666,000
718	FM 1732	Old Hwy 77	Hwy 77/ I 69E	0.09	Primary Arterial	2	4	$237,000
1306	Olmito North Rd	Meyers Rd	I 169	1.45	Collector	2	4	$2,879,000

Figure 79: Capital Recovery Projects - Roadway Expansions

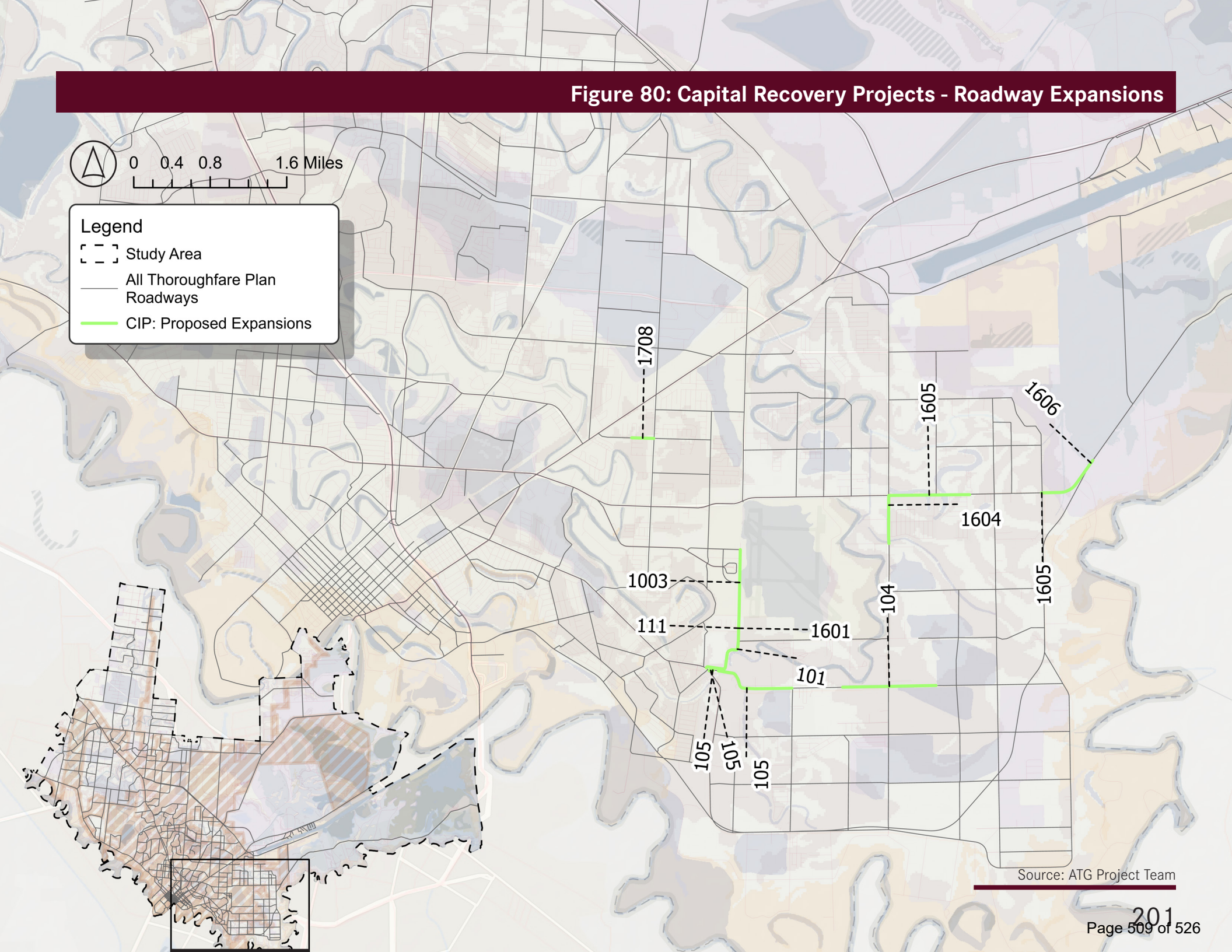


Source: ATG Project Team

Table 31: Capital Recovery Projects - Roadway Expansions (continued)

Project ID	Project Name	Limits To	Limits From	Project Length (miles)	Roadway Type	Current Lanes	Proposed Lanes	Estimated Cost
1605	SH 4 (Boca Chica Blvd)	Naranjal Dr	FM 511 (N Indiana Ave)	0.85	Primary Arterial	2	4	$1,796,000
1606	SH 4 (Boca Chica Blvd)	Yolanda Rio Rd	Oklahoma Ave	0.69	Secondary Arterial	2	4	$2,862,000
105	East Loop	S Dakota Ave	Southmost Rd	0.91	Secondary Arterial	2	4	$4,646,000
104	Dockberry RD	City Limits/S Indiana Ave	S Illinois Rd	0.98	Secondary Arterial	2	4	$4,993,000
101	Amelia Earhart Dr	California Rd	Southmost Rd	0.57	Collector	2	4	$2,254,000
1601	Amelia Earhart Dr	California Rd	Southmost Rd	0.27	Collector	2	4	$529,000
1604	FM 511 (S Indiana Ave)	Boca Chica Blvd	Utah Rd	0.50	Primary Arterial	2	4	$2,649,000
1708	Mckenzie Rd	N Central Ave	Timber Dr	0.23	Collector	2	4	$908,000
1003	Amelia Earhart Dr	California Rd	Les Mauldin Rd	0.00	Secondary Arterial	2	4	$3,833,000
111	Amelia Earhart Dr	California Rd	Norton Dr	0.27	Collector	2	4	$529,000

Figure 80: Capital Recovery Projects - Roadway Expansions



Source: ATG Project Team

Table 31: Capital Recovery Projects - Roadway Expansions (continued)

Project ID	Project Name	Limits To	Limits From	Project Length (miles)	Roadway Type	Current Lanes	Proposed Lanes	Estimated Cost
2001	Fm 510	Old Port Rd.	Buena Vista Blvd	0.25	Secondary Arterial	2	4	$480,000
1702	Coffee Port Rd	Robindale Rd.	Old Port Isabel Rd	0.83	Secondary Arterial	2	4	$3,545,000
1701	Coffee Port Rd	N Central Ave.	Robindale Rd	0.65	Secondary Arterial	2	4	$2,797,000
1705	Coffee Port Rd	Fm 313 (N Minnesota Ave)	Sh 48 (E 14Th St)	0.28	Secondary Arterial	2	4	$1,511,000
2208	Old Port Isabel Rd	Fm 100 (Texas Tropical Trl)	Fm 511 (N Indiana Ave)	0.86	Secondary Arterial	2	4	$1,787,000
1902	Old Port Isabel Rd	Fm 100 (Texas Tropical Trl)	Fm 511 (N Indiana Ave)	1.74	Secondary Arterial	2	4	$3,583,000
1710	N Central Ave	Fm 802 (Rueben M Torres)	Sh 48 (E 14Th St)	1.00	Secondary Arterial	2	4	$5,564,000
1711	Robindale Rd	Robindale Road	Morrison Rd	0.50	Collector	2	4	$969,000
1703	Dana Ave.	Palm Ln.	Fm 802 (Rueben M Torres)	0.79	Primary Arterial	2	4	$4,399,000
2205	Old Port Isabel Rd	Fm 100 (Texas Tropical Trl)	Fm 511 (N Indiana Ave)	0.30	Secondary Arterial	2	4	$619,000
2206	Old Port Isabel Rd	Fm 100 (Texas Tropical Trl)	Fm 511 (N Indiana Ave)	0.35	Secondary Arterial	2	4	$727,000
2207	Old Port Isabel Rd	Fm 100 (Texas Tropical Trl)	Fm 511 (N Indiana Ave)	0.50	Secondary Arterial	2	4	$727,000
1602	Coffeeport Rd	Fm 802 (Rueben M Torres)	Fm 313 (N Minnesota Ave)	0.08	Secondary Arterial	2	4	$422,000
1607	Coffeeport Rd	Fm 802 (Rueben M Torres)	Fm 313 (N Minnesota Ave)	0.03	Secondary Arterial	2	4	$182,000
2203	Old Port Isabel Rd	Fm 100 (Texas Tropical Trl)	Fm 511 (N Indiana Ave	0.35	Secondary Arterial	2	4	$727,000
2101	FM 510	Old Port Rd	Buena Vista Blvd	0.25	Secondary Arterial	2	4	$480,000
1901	Old Port Isabel Rd	Fm 100 (Texas Tropical Trl)	Fm 511 (N Indiana Ave)	0.50	Secondary Arterial	2	4	$1,037,000
1704	Dana Ave	Fm 802 (Rueben M Torres)	Old Port Isabel Rd	0.45	Collector	2	4	$1,812,000
911	Old Port Isabel Rd	802	Robindale Road	0.00	Secondary Arterial	2	4	$5,825,000
2209	Old Port Isabel Rd	Fm 100 (Texas Tropical Trl)	Fm 511 (N Indiana Ave)	0.50	Secondary Arterial	2	4	$1,037,000
2210	Old Port Isabel Rd	Fm 100 (Texas Tropical Trl)	Fm 511 (N Indiana Ave)	0.86	Secondary Arterial	2	4	$1,787,000
2211	Old Port Isabel Rd	Fm 100 (Texas Tropical Trl)	Fm 511 (N Indiana Ave)	0.50	Secondary Arterial	2	4	$1,037,000

Figure 81: Capital Recovery Projects - Roadway Expansions

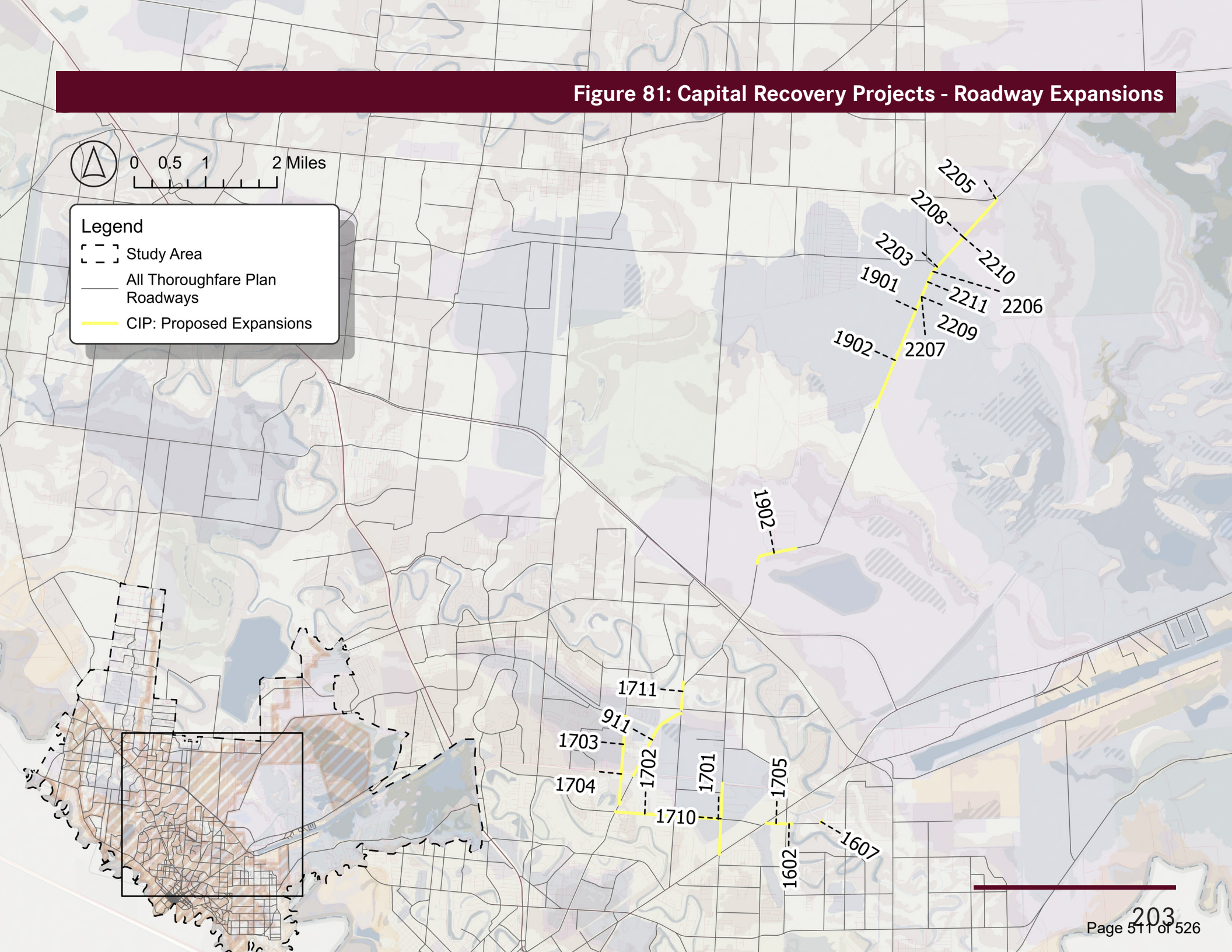
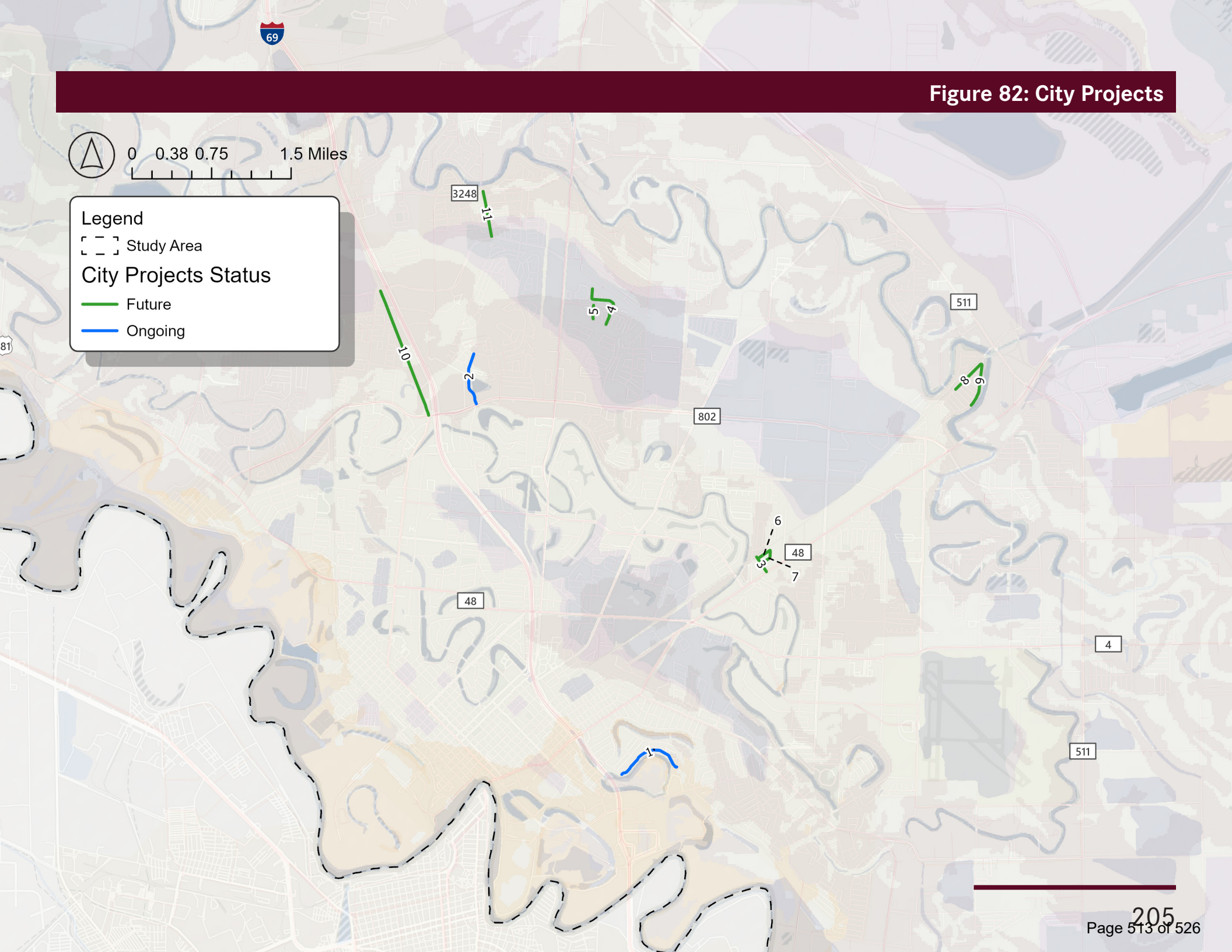


Table 33: City Projects

Project ID	Project Name	Limits To	Limits From	Status
1	Avenida de la Plata	Lincoln St	End	Ongoing
2	Jose Marti Blvd	E. Ruben Torres Sr. Blvd	W. San Marcelo Blvd	Ongoing
3	Portway St	E. 11th St	E 12th St	Future
4	Calle Buenos Aires	Brasilia Dr	End	Future
5	Calle Santiago	Heritage Trl	South End	Future
6	E 11th St	Portway S	E 12th St	Future
7	E 12th St	Portway St	E 11th St	Future
8	Grande Blvd	China St	Lourdes Blvd	Future
9	Lourdes Blvd	Grande Blvd	China St	Future
10	Old Highway 77	FM 802	W Morrison Rd	Future
11	Stagecoach Trl	E. Morrison Rd	E Alton Gloor Blvd	Future

Figure 82: City Projects





Pictured: Intersection of Central Ave and Ruben M. Torres



Appendix

10

Technical Memos

The following memos were created in the development of the BTX Mobility Plan:

- Transportation Network Assessment Memo
- Public Engagement Memo
- Emerging Mobility Innovation Memo
- Future Scenario Analysis Memo
- Thoroughfare Plan Memo
- Transit Existing Conditions Memo
- Transit Service Standards Memo
- Transit Recommendations Memo
- Mobility Recommendations and Capital Improvement Plan Memo



Pictured: Art on Brownsville Historic Battlefield Trail

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	rick vasquez, Planning & Redevelopment Director
Date:	Tuesday, October 3, 2023
Agenda #:	Consideration and **ACTION** on **Resolution Number 2023-120**, adopting procedures for review of Billboard applications. (Planning & Redevelopment Department)

Summary:
To provide some background, staff proposed an amendment to the sign ordinance on November 3, 2022. The Planning Department staff were given directions to include additional changes at this meeting. Staff then presented an updated version of the proposed amendment by incorporating a new sign type (Billboards) within the "permitted sign" section. Additionally, this amendment adjusted the height limitations for the various types of signs outlined in the UDC and proposed to expand the list of zoning districts in which these are allowed.

The amendments were brought back to the Planning and Zoning Commission meeting on May 4, 2023, where no opposition was registered. The Planning and Zoning Commission recommended approval of Ordinance Number 2022-235.102. The item was then presented to the City Commission at a Work Session Item on May 16, 2023.

On June 6, 2023, the Commission approved the subject item at 1st Reading; however, it was requested for the item to be brought back on July 11, 2023, to review the sign inventory data collected by staff. On June 11, 2023, the Commission requested additional sign spacing analysis.

After much discussion, the City Commission adopted an amended Ordinance No. 2022-235.102 accepting staff's recommendations except for distance regulations and the requirement of removing three signs for one, and allowing digital advertising with 1,000 hours of advertisement reserved for the City for public service announcements, which was introduced for First Reading on the 6th day of June 2023, and passed and approved on the 1st day of August 2023.

The motion approving Ordinance No. 2022-235.102 directed staff to propose an application process as a pilot for the next six months that provides a case-by-case review of applications before the Planning and Zoning Commission and City Commission.

Before the City Commission is Resolution No. 2023-120 adopting a set of procedures for processing Billboard applications that staff has incorporated into the Ordinance and presenting before you for a six-month pilot. Staff will document the effectiveness of this process and procedures and report back at the six-month conclusion of the pilot on Billboard application processing. The City Commission will then have an opportunity to make additional changes via an amended ordinance to Ordinance No. 2022-235.102 based on the staff's report on the pilot process.

Project Scope and Analysis:

Funding:

Source: Not Applicable

Amount:

Local Contribution if Applicable:

Recommendation:
Staff recommends approval.

Commission Pillar:
Governance Pillar
Planning and Redevelopment Pillar

Attachments:
1. Resolution 2023-120

RESOLUTION NUMBER 2023-120

A RESOLUTION OF THE CITY OF BROWNSVILLE ADOPTING A SIX-MONTH PILOT FOR APPLICATION PROCESS AND PROCEDURES FOR REVIEW AND APPROVING BILLBOARD APPLICATIONS IN COORDINATION WITH ORDINANCE NUMBER 2022-235.102.

WHEREAS, the City of Brownsville, Texas (the "City") is a home rule municipality located in Cameron County, Texas, created in accordance with the provisions of the Texas Local Government Code, The Texas Constitution and operating pursuant to the enabling legislation of the state of Texas; and

WHEREAS, the City Commission of the City of Brownsville, Texas (the "City Commission") is empowered under Local Government Code 54.001 to do all acts and make all regulations that may be necessary or expedient for the promotion of the public health, safety, and the general welfare; and

WHEREAS, Section 216.901 of the Texas Local Government Code empowers a home rule municipality to license, regulate, control, or prohibit the erection of signs or billboards by charter or ordinance; and

WHEREAS, the City Commission adopted an amended Ordinance No. 2022-235.102 accepting staff's recommendations except for distance regulations and the requirement of removing three signs for one, and allowing digital advertising with 1,000 hours of advertisement reserved for the City for public service announcements, introduced for First Reading on the 6th day of June 2023, and passed and approved on the 1st day of August 2023; and

WHEREAS, the motion approving Ordinance No. 2022-235.102 directed staff to bring an application process as a pilot for the next six months that provides a case-by-case review of applications before the Planning and Zoning Commission and City Commission; and

WHEREAS, this proposed process and procedures will aid in protecting the public health, safety, and general welfare of the community; and

WHEREAS, this proposed process and procedures are in line with the application process for other sign applications under the UDC; and

WHEREAS, staff is to document the effectiveness of this process and procedures and to report back at the six-month conclusion of the pilot on Billboard application processing.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Brownsville, Texas, that:

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

Section 2. Approval. The City Commission approves the procedures for review of applications for Billboards:

Changeable Copy

An electronic message board or changeable message board may be incorporated into a Billboard Sign that is at least two hundred (200) feet from a RE, R-1, or R-2 district in accordance with 4.6.7 Lighting and with Texas Department of Transportation regulations. In order to further implement the City's intentions stated in 5.3.1 Purpose and Objective of the UDC, the property owner of the Billboard Sign shall dedicate 1,000 hours per year to the City for public service announcements (PSA) to accommodate the associated and proportionate impact on the visual clutter that is potentially harmful to automobile and pedestrian safety, property values, and on the health, safety, and welfare of the City. A Billboard Sign property owner may request a full or partial waiver of this requirement to decrease the number of annual PSA hours required. Planning and Zoning Commission and City Commission shall consider the Billboard Sign property owner's request for a full or partial waiver under the following criteria:

- Billboard Sign property owner shows good and enough cause for the waiver;
- Failure to grant the waiver would result in exceptional hardship to the property owner, and
- Granting of a waiver will not result in additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.

The Billboard Sign property owner can make the request for a full or partial waiver during each hearing before the Planning and Zoning Commission and City Commission. If the request is denied or modified, the property owner may apply to the Planning and Zoning Commission and City Commission for reconsideration to show different good and enough cause for a waiver from the initial decision.

If the Planning and Zoning Commission votes unanimously to recommend the denial of a request for a waiver, City Commission may only approve the waiver by a two-thirds (2/3rds) majority.

Application Procedure

These application procedures shall only apply to Billboards.

1. An applicant for a Sign Permit must submit the application to the Planning Director. The sign must comply fully with the requirements of 5.3 Signs of the UDC and the City's requirements for detail drawings and technical specifications.

2. A Permit Fee is required. The amount of the fee is shown on the City's Fee Schedule. The applicant must submit a complete permit application before the City proceeds with the review of the application as stated herein. Incomplete permit applications will not be accepted for review as stated herein and shall not be issued a permit. No Sign Permit may be issued for an existing or proposed sign unless the sign complies with the requirements of 5.3 Signs of the UDC.

3. Within ten (10) business days of receiving an application for a Sign Permit, the Planning Director will review the application for completeness. If the Planning Director finds that the application is incomplete, the Planning Director will send to the applicant a notice of the specific issues or deficiencies that prevent the Planning Director from considering the application complete, with citations to applicable portions of the UDC. The application will remain pending for 45 business days. If the applicant does not submit all requested information within 45 business days of the original submittal date of the application, the application is void and a new application and fee are required. If the Planning Director finds that the application with the supplemented documentation is now complete, the Planning Director will set the application before the Planning and Zoning Commission for a public hearing and a recommendation for approval by the City Commission.

4. Within 45 days of the application for a Sign Permit being deemed completed by the Planning Director, the Planning and Zoning Commission shall have at least one (1) public hearing to determine the required spacing. Written notice of the public hearing shall be sent to the applicant, or to the property owner's authorized representative. The notice will be mailed within not less than ten (10) days before such hearing is held. Before making its decision, the Planning and Zoning Commission must allow the applicant to present evidence in favor of the request. In making its decision, the Planning and Zoning Commission may impose any conditions necessary to secure the public interest and welfare, and to uphold the spirit and intent of the UDC. The Planning and Zoning Commission may grant, deny, or grant with conditions the Sign Permit. Findings of the reason for the decision must be submitted in writing by the Chair to the City Commission no more than 7 calendar days from the meet at which the Planning and Zoning Commission took up the application.

5. Within 45 days of the Planning and Zoning Commission hearing, the item shall be placed before the City Commission by the Planning Director. Notice of a hearing before the City Commission shall be done by written notice sent to the applicant, or to the owner's authorized representative. The notices will be mailed within not less than ten (10) days before such hearing is held. The City Commission may uphold, reverse, or modify the Planning and Zoning Commission's decision.

6. Once the City Commission has approved a Sign Permit, the applicant must erect or install the sign within 180 calendar days in accordance with the approved permit. If construction has not begun within 180 calendar days, the permit is void and a new permit application and fee is required.

7. The Planning Director may inspect the sign at any time during construction with 24 hour prior notice to the property owner on file. At least one inspection is required before the Permit can be issued.

Section 4. Effective Date. This Resolution shall take effect from and after the date of its passage.

Section 5. Open Meetings. That it is hereby found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Local Government Code.

Section 6. Severability. The sections, paragraphs, sentences, phrases, clauses, and words of this Resolution are severable and if any phrase, clause, sentence, paragraph or section of this Resolution shall be declared invalid or unconstitutional by the valid and final judgment or decree of any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Resolution, since the same would have been enacted by the City Commission without the incorporation in this Resolution of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section

PASSED and **APPROVED** on this 3rd day of October 2023.

City of Brownsville

_____
John Cowen, Jr., Mayor

ATTEST:

_____
Yolanda Galarza-Gomez, TRMC
City Secretary

APPROVED AS TO FORM
AND LEGALITY:

_____
Guillermo (Will) S. Trevino
City Attorney

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, October 3, 2023
Agenda #:	Closed session pursuant to Tex. Gov't Code Sections 551.071 (Consultation with Attorney) and 551.087 (Economic Deliberation) regarding Project First. (Office of the City Attorney/Office of the City Manager)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, October 3, 2023
Agenda #:	Closed session pursuant to Tex. Gov't Code Sections 551.071 (Consultation with Attorney, including discussion of anticipated or pending litigation) regarding the Death Star Bill (HB 2127) and ETJ OPT-OUT BILL (SB 2038) (Office of the City Attorney)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, October 3, 2023
Agenda #:	Consideration and **ACTION**, if any, related to Project First. (Office of the City Attorney/Office of the City Manager)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None

To:	Mayor and City Commission
Through:	Helen Ramirez, City Manager
From:	
Date:	Tuesday, October 3, 2023
Agenda #:	Consideration and **ACTION**, if any, related to Death Star Bill (HB 2127) and ETJ OPT-OUT BILL (SB 2038) (Office of the City Attorney)

Summary:

Project Scope and Analysis:

Funding:

Source:

Amount:

Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:

None