1. AGENDA FOR MARCH 03, 2020
   Documents:
   A-03-03-2020.PDF

2. BINDER FOR MARCH 03, 2020
   Documents:
   BINDER03-03-2020.PDF
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 **Tuesday, March 03, 2020, at 5:00 P.M.**, in the Commission Chambers, on the Second Floor of the Brownsville City Hall – Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, 78520.

**CALL TO ORDER**

a) Roll Call
b) Invocation
c) Pledge of Allegiance United States Pledge and Texas Pledge
d) Proclamations

**Historic Brownsville Aviation Month**  
(Commissioners J. Munguia/J. Tetreau)

**Rodney & Kassandra McClanahan**  
(Commissioners R.M.Z. Gowen/J. Munguia)

**PUBLIC COMMENT PERIOD**

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

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

**WORK SESSIONS**

A) Historic Preservation Plan Update. (Planning & Redevelopment Department)
B) Restoring dignity BCWorkshop presentation. (City Manager’s Office)

**CONSENT AGENDA ITEMS**

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.

a) To acknowledge the following travel expenses:
b) Consideration and ACTION to authorize the City of Brownsville to establish a Memorandum of Understanding (MOU) between the City of Harlingen, and City of San Benito, Texas; the MOU will allow to coordinate efforts and resources in the establishment of the 5-year Regional Consolidated Plan and Strategy as required by the U.S. Department of Housing and Urban Development (HUD). (City Manager’s Office)

c) Consideration and ACTION to renew a term contract for the purchase, installation, repairs and replacement of fencing, BID #IRF-22-0419, as budgeted. (Parks and Recreation Department)

d) Consideration and ACTION to authorize the Brownsville Police Department to enter into a Memorandum of Understanding between the Brownsville Police Department and the United States Secret Service for federal, state, and local crime-fighting efforts. (Police Department)

e) APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2020-001, to rezone from Dwelling “Z” (DZ) to General Retail “G” (4CG) for one acre, net, out of the Northwest corner of Lot 1, Block 110, El Jardin Resubdivision in Shares 23, 28, 29, 30 and 25, Espiritu Santo Grant, located at 1456 North Minnesota Avenue. (District 2) (Planning and Redevelopment Department)

f) APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2020-002, to rezone from Dwelling “A” (DA) to Dwelling “G” (DG) for Lot 7, Block 3, Ebony Heights Subdivision, located at 1768 Marquette Avenue. (District 3) (Planning and Redevelopment Department)

g) APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2020-003, to rezone from Dwelling “A” (DA) to Dwelling “G” (DG) for Lot 9, Block 9, Alamo Heights Subdivision Section II, an addition to the City of Brownsville, located at 1128 Crockett Avenue. (District 2) (Planning and Redevelopment Department)

h) APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2020-004, to rezone from Dwelling “Z” (DZ)/Medium Commercial “G” (6CG)/Medium Commercial “V” (6CV) to Dwelling “G” (DG) for a 61.0 acre tract of land comprised of all of Lots 3, 4, 5, 6, 7, 8-A, 8-B, Block 2, of the Manuel Samano Partition; save and except, a 0.312 acre tract, a 0.196 acre tract, a 1.209 acre tract, and a 0.242 acre tract of land, located near Gardenwoods Avenue. (District 3) (Planning & Redevelopment Department)

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j) APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2020-901, to rezone from Dwelling “Z” (DZ) to Light Commercial “G” (5CG) for Lots 2, 3, and 4, Block 302, El Jardin Re-Subdivision, located near the intersection of Southmost Road and South Indiana Avenue. (District 1) (Planning and Redevelopment Department)

ITEMS FOR INDIVIDUAL CONSIDERATION

1. Consideration and ACTION to approve the Historic Preservation Plan schedule A. (Planning and Redevelopment Department)

2. Consideration and ACTION to approve the Historic Preservation Plan schedule B. (Planning and Redevelopment Department)

3. Consideration and ACTION to approve the Historic Preservation Plan schedule C. (Planning and Redevelopment Department)

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EXECUTIVE SESSION

A) Texas Government Code Section 551.087, Economic Development to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations or to deliberate the offer of a financial or other incentive to a business prospect, to wit:

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By: Juan “Trey” Mendez III
Mayor of the City of Brownsville

I certify that a copy of the March 03, 2020, Agenda of items to be considered by the Brownsville City Commission was posted on the Bulletin Area at City Hall – Federal Building, on February 28, 2020. I further certify that the Agenda was posted on the City’s website and can be downloaded by accessing: http://www.cob.us/AgerdaCenter

Griselda Rosas, Interim City Secretary
NOTICE OF A PUBLIC MEETING OF THE
CITY COMMISSION OF THE CITY OF BROWNSVILLE

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Employee | Department | Destination | Date
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Claudio J. Ortiz III | Fire | Austin, TX | Mar. 22-27, 2020
Amanda Ely | Fire | Austin, TX | Mar. 22-27, 2020

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Griselda Rosas, Interim City Secretary

Agenda March 03, 2020 – Page 4 of 4
PROCLAMATION

Historic Brownsville Aviation Month
PROCLAMATION

Rodney & Kassandra McClanahan
**AGENDA ITEM**

### Executive Session (City Attorney Only)

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### Agenda

- Public Hearing
- First Reading
- Contract
- Second Reading
- Grant
- Action
- Consent

### Ordinance

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### Information:

Please include additional information/request.

Historic Preservation Plan Update.

### Reviewing Departments:

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

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### City Commission

- Approved: [ ] Yes [ ] No
- Date: Initials: Date:

### Assistant City Manager

- Approved: [ ] Yes [ ] No
- Date: Initials: Date:

### Deputy City Manager

- Approved: [ ] Yes [ ] No
- Date: Initials: Date:

### City Manager’s Approval

- Signature: Date:
TO: Noel Bernal, City Manager  
FROM:  
SUBJECT: Work Session-Restoring dignity BCWorkshop  
DATE: 3/27/2020  
THROUGH:  

AGENDA ITEM  COMMISSION MEETING DATE  

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Restoring dignity BCWorkshop presentation.

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TO: Noel Bernal, City Manager  
FROM: Norma H. Zamora, Multimodal Transportation Director  
SUBJECT: Travel Request- Antonio Zubieta to San Antonio, Texas  
DATE: 2/12/2020  
THROUGH: Antonio Zubieta, Transit and Mobility Planner

AGENDA ITEM  COMMISSION MEETING DATE 03/03/20

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Information: Please include additional information/request.

Consideration and CONSENT to request authorization for Antonio Zubieta, Transit and Mobility Planner, for travel to attend Texas Trails and Active Transportation Conference (TTAT) in San Antonio, Texas on March 25-27, 2020.

Please see attached

Agenda Request  
Travel Request Form  
Meals & IE Per Diem Allowance

01-691-767 $3500

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City Manager's Approval  

Signature: Date:
CITY OF BROWNSVILLE
TRAVEL REQUEST FORM

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

TO: FINANCE DIRECTOR
FROM: Norma H. Zamora
DEPARTMENT Multimodal Transportation

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

Antonio Zubieta
EMPLOYEE NAME Transit and Mobility Planner
POSITION

1. Destination: San Antonio, TX
2. Est. date and time leaving: 3/25/2020
   Est. date and time returning: 3/27/2020
3. Transportation mode: ☑ City Vehicle ☐ Private Vehicle ☐ Airplane (scheduled) ☐ No Transportation Cost
4. Purpose of Trip:

   To attend the Texas Trails and Active Transportation (TTAT) Conference.

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

   The conference focuses on issues of economic development, health, safety, and many other topics relevant to advancing active transportation and trails.

6. Will any costs be paid by a grant or sponsor: YES ☐ NO ☑ (List)

Meals & Incidental Expenses are based on a per diem M&IE rate when conducting City business away from home.

REFER TO THE CITY’S TRAVEL EXPENSE POLICY FOR FURTHER INFORMATION REGARDING TRAVEL ON CITY BUSINESS.

7. Calculate costs on the space below: (Private vehicle mileage: @ the latest Federal Reimbursement Rate)
   Estimated Cost to the City:
   a. Transportation 0 miles x .58 cents a mile for private vehicle
   b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY (@ 75% FOR FIRST & LAST DAY OF TRAVEL]
   c. Lodging $150.13 per night x 2
   d. Registration Fees $0 per person
   e. Other costs (e.g. airfare, rental, etc. please explain): Fuel- 80.00
   TOTAL: $520.26

8. I HEREBY REQUEST AN ADVANCE OF $520.26 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature: * Employee Signature:

9. Charges to be made to line item #01 691-767 which has a balance of $3,500 as of this date.

10. This request is hereby ☐ APPROVED ☐ DENIED The Accounting Department is instructed to issue a check in the amount of $________ as an advance expense.

/S/ ________________________

21 - Finance Department - Revised 1/2019
City of Brownsville, Texas
Analysis of Meal & IE Per Diem Allowance
Texas Trails & Active Transportation Conference
San Antonio, Texas
March 25-27, 2020
The Daily Meal & IE is $61

<table>
<thead>
<tr>
<th>Date</th>
<th>Meal Per Diem Daily Rate</th>
<th>Total Daily Allowance</th>
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</thead>
<tbody>
<tr>
<td>March 25, 2020</td>
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</tr>
<tr>
<td>March 27, 2020</td>
<td>$42.00</td>
<td>$42.00</td>
</tr>
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</table>

Total Meal & IE Allowance $140.00

* First & Last Day at 75% of Daily Per Diem Rate
Lodging will be in San Antonio, Texas
Consideration and ACTION for authorization for Fire Inspector Claudio J. Ortiz III and Fire Inspector Amanda Ely to attend the 65th Arson & Fire Investigator Seminar on March 22 - 27, 2020 at the Omni South Park in Austin, Texas.

Funding Source: 01-321-770
City of Brownsville, Texas  
Analysis of Meal & IE Per Diem Allowance  
65th Arson & Fire Investigator Seminar  
in Austin, Texas.  
From March 22 - 27, 2020  
The Daily Meal & IE Austin, TX, is $61.

<table>
<thead>
<tr>
<th>Date</th>
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<th>First Day &amp; Last Day at 75% of Daily Rate</th>
<th>Total Daily Allowance</th>
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<td>61.00</td>
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<td>March 27, 2020</td>
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<tr>
<td>March 28, 2020</td>
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Total Meal & IE Allowance: 244.00 + 91.50 = 335.50

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

Sunday, March 22, 2020 (first day), and Friday, March 27, 2020 (last day) were traveling days.  
Nightly Lodging from March 22, 2020 and checked out on March 27, 2020.
CITY OF BROWNSVILLE
TRAVEL REQUEST FORM

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

TO:            FINANCE DIRECTOR                      DATE: 02/24/20

FROM: Jarrett V. Sheldon                      DEPARTMENT Fire

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

Claudio J. Ortiz III  Fire Inspector
EMPLOYEE NAME  POSITION

1. Destination: Austin, Texas

2. Est. date and time leaving: 3/22/2020  Est. date and time returning: 3/27/2020

3. Transportation mode: ☑ City Vehicle ☐ Private Vehicle ☐ Airplane (scheduled) ☐ No Transportation Cost

4. Purpose of Trip:
To attend the 65th Arson & Fire Investigator Seminar.

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

This will advance the education level in the area of fire cause determination, arson, investigation, prosecution, and continued education hours for peace officers and fire investigators.

6. Will any costs be paid by a grant or sponsor: YES ☐  NO ☑  (List)

Meals & Incidental Expenses are based on a per diem M&IE rate when conducting City business away from home.

REFER TO THE CITY’S TRAVEL EXPENSE POLICY FOR FURTHER INFORMATION REGARDING TRAVEL ON CITY BUSINESS.

7. Calculate costs on the space below: (Private vehicle mileage: @ the latest Federal Reimbursement Rate)
   a. Transportation ________ miles x .545 cents a mile for private vehicle $ 0.00
   b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] $ 335.50
   c. Lodging $ 118.00 per night x 5 GSA rate: $ 163 $ 590.00
   d. Registration Fees $__________ per person $ 0.00
   e. Other costs (e.g. airfare, rental, etc. please explain): $ 0.00
   TOTAL: $ 925.50

8. I HEREBY REQUEST AN ADVANCE OF $ 335.50 FOR THE PURPOSE OF THIS TRIP.

   Department Director Signature:   * Employee Signatures:

9. Charges to be made to line item #01 321-770 which has a balance of $ 834.88 as of this date.

10. This request is hereby ☑ APPROVED ☐ DENIED The Accounting Department is instructed to issue a check in the amount of $ 335.50 as an advance expense.

/S/
CITY OF BROWNSVILLE
TRAVEL REQUEST FORM

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

TO: FINANCE DIRECTOR
FROM: Jarrett V. Sheldon
DEPARTMENT Fire

DATE: 02/24/20

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

Amanda Ely

EMPLOYEE NAME
Fire Inspector

POSITION

1. Destination: Austin, Texas

2. Est. date and time leaving: 3/22/2020

Est. date and time returning: 3/27/2020

3. Transportation mode: ☑ City Vehicle ☐ Private Vehicle ☐ Airplane (scheduled) ☐ No Transportation Cost

4. Purpose of Trip:

To attend the 65th Arson & Fire Investigator Seminar.

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

This will advance the education level in the area of fire cause determination, arson, investigation, prosecution, and continued education hours for peace officers and fire investigators.

6. Will any costs be paid by a grant or sponsor: YES ☐ NO ☑ (List)

Meals & Incidental Expenses are based on a per diem MIE rate when conducting City business away from home.

REFER TO THE CITY’S TRAVEL EXPENSE POLICY FOR FURTHER INFORMATION REGARDING TRAVEL ON CITY BUSINESS.

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

a. Transportation ___________ miles x .545 cents a mile for private vehicle

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

c. Lodging $138.00 per night x 5 GSA rate: $163

d. Registration Fees $___________ per person

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

TOTAL: $1,125.50

8. I HEREBY REQUEST AN ADVANCE OF $ 435.50 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature:

* Employee Signatures:

9. Charges to be made to line item # 321-770 which has a balance of $834.88 as of this date.

10. This request is hereby ☐ APPROVED ☐ DENIED The Accounting Department is instructed to issue a check in the amount of $435.50 as an advance expense.

/S/
SEMINAR TOPICS
- IAAI—ELECTRICAL
- RECOVERY FROM FIRE DAMAGE
- FIRE CHEMISTRY
- CELL PHONE EVIDENCE
- TEXAS STATE ARSON LAB—NEW PROCEDURES
- REPORT WRITING
- CASE STUDY—WITNESS DRIVEN
- BATF—BATS

TO RECEIVE YOUR CERTIFICATE
If you have not set up a Student Portal Account, you will need to go to: my.teex.org/teexportal and create your account. There will be assistance at the Seminar to help you set up your account. You will be able to print your certificate after April 6, 2020.

ANNUAL CONFERENCE • MARCH 22–27, 2020

SCHEDULE

Sunday, March 22
2:00 PM–5:00 PM Registration and Check-In at Omni Southpark Hotel, Austin, TX

Monday, March 23
7:00 AM–8:00 AM Late Registration
8:00 AM–8:30 AM Opening Ceremonies
8:30 AM–5:00 PM Seminar Topics
5:00 PM Texas Fire Marshals’ Association (Business Meeting)

Tuesday, March 24
8:00 AM–12:00 PM Seminar Topics
1:30 PM IAAI CFI Exam & Special TCOLE
5:00 PM Texas Chapter of the International Association of Arson Investigators (Annual Business Meeting)

Wednesday, March 25
8:00 AM–12:00 PM Seminar Topics
1:00 PM Specialized TCOLE Class–TBD

Thursday, March 26
8:00 AM–5:00 PM Seminar Topics
7:00 PM 64th Texas IAAI Fire & Investigators Seminar Awards Ceremony and Dinner (Dress: office attire)

Friday, March 27
8:00 AM–11:45 AM Seminar Topics
11:45 AM Conference Concludes
REGISTRATION

FREE: State of Texas Law Enforcement and Fire Department Personnel (TCOLE PID, TCFP FIDO, or SFFMA number must be entered for FREE tuition.)

$220: Out of State or Privately Employed Attendees

- Register online at TEEX.org/extension
- If you are unable to register online please contact TEEX at 866-878-8900 or ext@teex.tamu.edu.
- Online registration will close on March 9, 2020. After this date you can register on-site at the conference.

LATE REGISTRATION

- After March 9, 2020, you must register on-site at the Omni Hotel: Sunday, March 22 or Monday, March 23.
- Late Registration closes on Monday, March 23, 2020. No registrations will be allowed after this date.

ROOM RESERVATION

A block of rooms has been reserved at the Omni Hotel for seminar participants until March 2, 2020. The rates are $118 for a single and $138 for a double room. Participants are required to pay all state and local taxes. Reservations may be made by calling the Omni at 1-800-843-6664 and telling them you will be attending the TEEX Arson Seminar or visit TEEX.org/Extension for link.

BANQUET TICKETS

The Annual Banquet is scheduled for 7:00 pm on Thursday, March 26. During the banquet, the Texas Chapter of the IAAI will present annual awards for outstanding accomplishments in arson prevention. Spouses and guests are cordially invited. Additional banquet tickets may be purchased for $35 each at registration Sunday or Monday morning. Dress for the banquet is office attire.

CONTINUING EDUCATION CREDITS (CEU)

CEU credits are eligible from the Texas Commission on Fire Protection (TCFP), The Texas Commission on Law Enforcement (TCOLE), and the Texas Department of Insurance for insurance investigators. Continuing education credit for insurance adjusters will be requested from the state board of insurance for the entire week.
Consideration and ACTION: Authorizing the City of Brownsville to establish a Memorandum of Understanding (MOU) between the City of Harlingen, and City of San Benito, Texas. The MOU will allow to coordinate efforts and resources in the establishment of the 5 year Regional Consolidated Plan and Strategy as required by the U.S Department of Housing and Urban Development (HUD).
To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Marina Zolezzi, Assistant to the City Manager

Date: February 20, 2020

Subject: Consideration and ACTION: Authorizing the City of Brownsville to establish a Memorandum of Understanding (MOU) between the City of Harlingen and the City of San Benito, Texas. The MOU will allow to coordinate efforts and resources in the establishment of the 5 year Regional Consolidated Plan and Strategy as required by the U.S Department of Housing and Urban Development (HUD).

Purpose and Background:

The City of Brownsville is a recipient of federal funds from the U.S. Department of Housing and Urban Development (HUD). Brownsville receives funding from the following HUD programs: Community Development Block Grant (CDBG), HOME Partnership Investments (HOME), and Emergency Solutions Grant (ESG). The purpose of these programs is to improve the quality of life for our most vulnerable population (low income as defined by HUD). The City is required to develop 5-Year Consolidated Plans (Con-Plan) and Annual Action Plans (AAP).

The MOU allows the City of Brownsville to collaborate with the Cities of Harlingen and San Benito in order to consolidate and coordinate efforts and resources in the establishment of a 5 year Regional Consolidated Plan and Strategy as required by HUD. The Consolidated Plan describes the activities and outlines the resources used to meet the needs of low- and moderate- income families (as defined by HUD); it also helps local jurisdictions assess their needs for affordable housing and community development needs and market conditions for data-driven placed based investment decisions. A PJ must also submit its AAP which provides a summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and goals identified by the Consolidated Plan.

The MOU specifically lays out the responsibilities of each city along with the programming, budgeting, funding, and reimbursement arrangements. The cost distributions are based on the percentage amount of total allocation funding received by each entity. The MOU will become effective upon signatures by all cities. The cost of the consultant is an eligible CDBG expense.

Recommendation:

Staff recommends the approval of this Memorandum of Understanding between the City of Brownsville, City of Harlingen, and City of San Benito.
MEMORANDUM OF UNDERSTANDING
Between the City of Brownsville, Texas and the Cities of Harlingen, Texas and San Benito, Texas

I. Purpose

The purpose of this Memorandum of Understanding (MOU) is to establish a general working agreement between the City of Brownsville, Texas (COB) and local partners, to include the cities of Harlingen and San Benito, Texas, (CITIES), to consolidate and coordinate their efforts and resources in the establishment of a Regional Consolidated Plan and Strategy as required by the U.S. Department of Housing and Urban Development as set forth in 24 CFR Part 91.

II. Background

Participating local governments receive an annual allocation of Community Development Block Grants (CDBG), Emergency Solutions Grants (ESG), and HOME Investment Partnerships Program (HOME) Grants from U.S. Department of Housing & Urban Development (HUD). The grant amounts are determined by formulas established through federal regulations. The primary objectives of the CDBG Program are the development of viable urban communities by providing decent housing, suitable living environments, and expanding economic opportunities, principally for persons of low and moderate income. The HOME program funds a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct assistance to low-income people. The HOME Program is the largest Federal block grant designed to create affordable housing for low-income households. The purpose of ESG is to assist individuals and families quickly to regain stability in permanent housing after experiencing a housing crisis or homelessness.

In order to acquire federal funding from HUD, participating jurisdictions must submit a consolidated plan for a 5-year period as set forth in 24 CFR Part 91.200. The consolidated plan describes activities and resources used to meet the needs of low- and moderate-income families. The consolidated plan is designed to help states and local jurisdictions assess their affordable housing and community development needs and market conditions, and to make data-driven placed-based investment decisions. In addition, participating jurisdictions must submit an annual action plan which provides a concise summary of the actions, activities, and specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the consolidated plan.

The COB, through proper procurement procedures and input from the CITIES, obtained Request for Proposals for a Consultant to undertake the development of a Regional Consolidated Plan and its necessary components. The COB will be the lead entity.
III. Agreement

COB and CITIES agree to coordinate and establish a Regional Consolidated Plan through the selected qualified consultant.

CITIES agree to
- schedule, coordinate, and hold public hearings within their communities
- provide demographic and historical data to consultant
- distribute and collect community surveys
- implement efforts at the local level in developing and supporting research addressing housing, infrastructure, social service agencies, economic development and other information as needed by consultant
- review and approve the contents of the completed Regional Consolidated Plan through formal process adopted by each of the CITIES respective Commissions
- establish local priorities to be included in the Regional Consolidated Plan and Annual Action Plans
- actively participate in the development of the Regional Consolidated Plan and Annual Action Plans

IV. Programming, Budgeting, Funding, and Reimbursement Arrangement

This MOU involves a commitment on behalf of the CITIES to contribute CDBG Administrative funds towards the cost of the consultant to undertake the development of the Regional Consolidated Plan to include the Housing Market Analysis, Analysis of Impediments, and the Development of Performance Measurement System for each participant. The cost of said consultant is an eligible CDBG expense.

It is understood that the cost distribution shall be that COB will pay 67% of the total costs, City of Harlingen will pay 24% of the costs, and City of San Benito will pay 9% of the costs. The CITIES will reimburse COB in accordance with applicable laws, regulations, and procedures.

V. Effective Date

This MOU will become effective upon signatures by the CITIES and the COB, and shall terminate upon completion and approval by HUD of the Regional Consolidated Plan and Annual Action Plan.

VI. Other MOUs

There are no superseding MOUs on this topic between the parties hereto.
AGREED TO THIS _____DAY OF __________ 2020 BY

City of Brownsville:

____________________________
City of Brownsville Mayor

Attest:

____________________________
City Secretary

APPROVED AS TO FORM:

____________________________
City Attorney
AGREED TO THIS ______DAY OF __________ 2020 BY

City of San Benito:

____________________________
City of San Benito Mayor

Attest:

____________________________
City Secretary

APPROVED AS TO FORM:

____________________________
City Attorney
AGREED TO THIS ______DAY OF __________ 2020 BY

City of Harlingen:

____________________________________
City of Harlingen Mayor

Attest:

____________________________________
City Secretary

APPROVED AS TO FORM:

____________________________________
City Attorney
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<th>Executive Session (City Attorney Only)</th>
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**Information:** Please include additional information/request.

"Consideration and Action to Renew a Term Contract for the Purchase, Installation, Repairs and Replacement of Fencing."

Bid # IRF-22-0419 as Budgeted.

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

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<tr>
<th>City Attorney</th>
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<th>By:</th>
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**City Commission**

- Approved: ✔ Yes □ No
- Date: 5/7/2019

**Assistant City Manager**

- Approved: □ Yes □ No

**Deputy City Manager**

- Approved: □ Yes □ No

**City Manager's Approval**

- Signature:         Date:
To: Mayor and City Commission

Through: Mr. Noel Bernal, City Manager

From: Damaris McGlone, PARD Director

Date: February 19, 2020

Agenda: “Consideration and Action to Renew a Term Contract for the Purchase, Installation, Repairs and Replacement of Fencing”. Bid #IRF-22-0419

Summary:
The Parks & Recreation Department is requesting the renewal of the Hurricane Fencing Company contract for the Purchase, Installation, Repairs and Replacement of fencing throughout various parks, as needed.

City Commission approved a Term Contract for the Purchase, Installation, Repairs and Replacement of Fencing on May 7, 2019 for a primary term of one year ending on March 31, 2020. Renewal options for this contract include two (2) renewals of one (1) years each extending this contract up to 2022.

Approval of this renewal will allow expedited completion of 2017 CO funding for parks improvement projects for various fencing repairs and replacements in all areas of parks located throughout the city. There are no pricing changes to this contract.

The City of Brownsville PARD would like to request authorization from City Commission to exercise the option to renew term contract for one additional year, extending this contract to March 31, 2021 to Hurricane Fence Company. If approved by City Commission, this contract will have one final one (1) year renewal.

Hurricane Fence Company concurs with our request to renew this contract while keeping current fees as stipulated in the original contract.

Funding is available from Certificate of Obligation (CO) Funds 803-512-9906-02,03,06,07,08,09.

Agenda Item:
Staff recommends approval of Term Contract for the Purchase, Installation, Repairs and Replacement of Fencing.
At the request of the City Commission action item presented on Commission meeting of March 6, 2012. Action item number 9 “Consideration and ACTION to require that all contracts with extension options receive City Commission approval prior to entering into an extension of contract”, the Parks & Recreation Department is requesting authorization to renew term contract for the following contract:

**RECAP:**

City Commission approved a Term Contract for the Purchase, Installation, Repairs and Replacement of Fencing on May 7, 2019 for a primary term of one year ending on March 31, 2020. Renewal options for this contract include two (2) renewals of one (1) years each extending this contract up to 2022.

**UPDATE:**

The City of Brownsville would like to request authorization from City Commission to exercise the option to renew term contract for one additional year, extending this contract to March 31, 2021 to Hurricane Fence Company. If approved by City Commission, this contract will have one final one (1) year renewal.

Hurricane Fence Company concurs with our request to renew this contract while keeping current fees as stipulated in the original contract.
A. AGREEMENT

This Agreement is made between:

the Owner: The City of Brownsville
1001 E. Elizabeth St., P.O. Box 911
Brownsville, Texas 78520

and the Contractor: Hurricane Fence Company
3440 Spur 54
Harlingen, Tx 78552

for the following Project: Term Contract for the Purchase, Installation, Repairs and Replacement of Fencing for the City of Brownsville

B. CONTRACT DOCUMENTS

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

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

C. INSPECTION AND ACCEPTANCE

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

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

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

The initial contract period shall commence on upon approval by the City Commission and shall expire on March 31, 2020. The City of Brownsville reserves the option to renew the term of this contract annually for two (2) one-year terms each, subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City. All costs, terms and conditions shall remain firm for the initial period of the contract and for any renewal period. Under this contract, any other City of Brownsville department shall have the right and option to “Piggy-Back” on contract items.

F. **COMPENSATION:**

(a) Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit C. 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 Services.

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

G. **VENUE**

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

H. **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
Term Contract for the Purchase, Installation, Repairs, and Replacement of Fencing for the City of Brownsville
# IRF-22-0419

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.

I. INSURANCE

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

(b) The City of Brownsville shall be given notice ten (10) days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Purchasing & Contract Services Department located at City Hall, 1001 E. Elizabeth St. 1st Floor Suite 101.

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

i. Workers' Compensation and Employers' Liability Insurance
Minimum Limits Consistent with Texas Worker's Compensation Act (Section 401):
1. $100,000 bodily injury each accident
Term Contract for the Purchase, Installation, Repairs, and Replacement of Fencing for the City of Brownsville
# IRF-22-0419

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

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

ii. General Liability Insurance
Covering premises-operations, products-completed operations, independent contractors and contractual liability.

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

This coverage must include, but not limited to:
1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

iii. Commercial Automobile Liability Insurance
Covering all owned, hired and non-owned automobile equipment.

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

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

J. 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.

K. 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.

L. **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 XVI SHALL BE CONSTRUED TO WAIVE CITY’S GOVERNMENTAL IMMUNITY FROM LAWSUIT, WHICH IMMUNITY IS EXPRESSLY RETAINED TO THE EXTENT IT IS NOT CLEARLY AND UNAMBIGUOUSLY WAIVED BY STATE LAW.

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

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

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

(g) **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:
Term Contract for the Purchase, Installation, Repairs, and Replacement of Fencing for the City of Brownsville
# IRF-22-0419

CONTRACT PROVISIONS AND SPECIFICATIONS

A. GENERAL PROVISIONS

1.1 OCCUPATION OF THE PREMISES

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

1.2 SAFETY AND OBSERVANCE OF LAWS

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

1.3 PERMITS AND FEES

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

1.4 INSPECTIONS AND CORRECTION OF WORK

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

B.

1.1 PROJECT RECORD DOCUMENTS

A. Maintain on site one set of Contract Documents to be utilized for record documents. Record actual revisions to the Work. Record information concurrent with construction progress.

B. Submit documents to City with claim for final Application for Payment.

1.2 PROJECT IDENTIFICATION

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

1.3 PRODUCTS
Term Contract for the Purchase, Installation, Repairs, and Replacement of Fencing for the City of Brownsville
# IRF-22-0419

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

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

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

1.4 SUBSTITUTIONS

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

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

1.5 EXAMINATION

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

1.6 TEMPORARY UTILITIES

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

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

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

1.7 SECURITY AND PROTECTION OF WORK SITE

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

1.8 PROGRESS CLEANING AND WASTE REMOVAL
Term Contract for the Purchase, Installation, Repairs, and Replacement of Fencing for the City of Brownsville
# IRF-22-0419

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

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

1.9 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Final Application for Payment review.

B. Clean and repair damage caused by demolition or use of temporary work.

C. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.10 CONTRACT CLOSEOUT PROCEDURES

A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for inspection.

B. Submit final Application for Payment identifying total adjusted Contract Sum/Price, previous payments, and amount remaining due.

1.11 FINAL CLEANING

A. Execute final cleaning prior to final inspection.

B. Clean debris from site.

C. Remove waste and surplus materials, rubbish, and construction facilities from the site.

END OF CONTRACT PROVISIONS AND SPECIFICATIONS
Term Contract for the Purchase, Installation, Repairs, and Replacement of Fencing for the City of Brownsville
# IRF-22-0419

SAFETY RECORD QUESTIONNAIRE
(Must be submitted with bid form)

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

QUESTION ONE

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

YES ............... NO ............

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

QUESTION TWO

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

YES ............... NO ............

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

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

.................................
Signature

.................................
Title
Term Contract for the Purchase, Installation, Repairs, and Replacement of Fencing for the City of Brownsville
# IRF-22-0419

If to Contractor: Hurricane Fencing Company
3440 Spur 54
Harlingen, TX 78552

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

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

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

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

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

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

EXECUTED THIS 25 DAY OF April, 2019.

OWNER: ____________________________
(Signature)
Mayor Antonio Martinez
Print Name:
City of Brownsville

CONTRACTOR: ____________________________
(Signature)
Roy E. Garrison III
Print Name:
Hurricane Fence Company

Approved as to legality and form this 25 day of April, 2019.

Title: Deputy City Attorney

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

Contract Form (by Purchasing & Contract Services Department) Rev. 11/09/2016
CERTIFICATE OF INTERESTED PARTIES

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

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<tr>
<td><strong>1</strong></td>
<td>Name of business entity filing form, and the city, state and country of the business entity's place of business.</td>
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<tr>
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<td>Hurricane Fence Company</td>
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<td>Harlingen, TX United States</td>
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<td><strong>2</strong></td>
<td>Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</td>
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<td>City of Brownsville</td>
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<td><strong>3</strong></td>
<td>Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</td>
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<td>Bid # IRF-22-0419</td>
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<td>Fencing, Gates and Gate Operators</td>
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<tr>
<th>Name of Interested Party</th>
<th>City, State, Country (place of business)</th>
<th>Nature of interest (check applicable)</th>
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5 Check only if there is NO Interested Party. [x]

6 UNSWORN DECLARATION

My name is Roy E. Garrison III, and my date of birth is 7/28/1976.

My address is 17196 Doral Ave, Harlingen, TX 78552, USA.

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

Executed in Cameron County, State of Texas, on the 22 day of March, 2019.

Signature of authorized agent of contracting business entity (Declarant).
**Executive Session (City Attorney Only)**

<table>
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<tr>
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<th>Action Item:</th>
<th>Public Hearing</th>
<th>Contract</th>
<th>Grant</th>
<th>First Reading</th>
<th>Second Reading</th>
<th>Action</th>
<th>Consent</th>
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**Information:** Please include additional information/request.

Consideration and ACTION to authorize the Brownsville Police Department to enter into a Memorandum of Understanding between the Brownsville Police Department and the United States Secret Service for federal, state, and local crime-fighting efforts.

This MOU serves to establish a strategic alliance of federal, state, and local law enforcement agencies, private sector technical experts, prosecutors, academic institutions, and private industry in order to confront and suppress technology-based criminal activity that endangers the integrity of our Nation's financial payment systems and poses threats against our Nation's critical infrastructure.

I hereby respectfully request that the acceptance and execution of this agreement be placed on the next City Commission meeting for approval.

---

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

<table>
<thead>
<tr>
<th>City Attorney</th>
<th>Date Reviewed:</th>
<th>By:</th>
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**City Commission**

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<tr>
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**Assistant City Manager**

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<tr>
<th>Approved:</th>
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**Deputy City Manager**

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**City Manager's Approval**

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<th>Signature:</th>
<th>Date:</th>
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To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Felix Saucedo, Chief of Police

Date: February 18, 2020

Agenda: Memorandum of Understanding (MOU) between the Brownsville Police Department and the United States Secret Service for federal, state, and local crime-fighting efforts.

Summary:

The Brownsville Police Department is respectfully requesting city commission approval to enter into a Memorandum of Understanding between the Brownsville Police Department and the United States Secret Service.

The MOU serves to establish a strategic alliance of federal, state, and local law enforcement agencies, private sector technical experts, prosecutors, academic institutions, and private industry in order to confront and suppress technology-based criminal activity that endangers the integrity of our Nation’s financial payment systems and poses threats against our Nation’s critical infrastructure.

The ultimate goal of the South Texas Regional Task Force is to provide a productive framework and collaborative crime-fighting environment in which the resources of its participants can be combined to effectively and efficiently make a significant impact on electronic (cyber) crimes.
MEMORANDUM OF UNDERSTANDING
BETWEEN THE BROWNSVILLE POLICE DEPARTMENT
AND
THE UNITED STATES SECRET SERVICE

The Brownsville Police Department and the United States Secret Service (USSS) enter into this memorandum of understanding (MOU), which becomes effective with the signatures of both parties and remains in effect until terminated by the mutual agreement of the Brownsville Police Department and the USSS or upon 30 day written notice by either party to this agreement. This MOU does not supersede a previous agreement.

I. AUTHORITY

This MOU is established pursuant to Title 18, United States Code, Section 3056 and provisions of Public Law 107-56, Title I, Section 105, the Uniting and Strengthening of America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001. This act directed the USSS to take appropriate actions to expand the national network of Electronic Crimes Task Forces (ECTF) throughout the United States.

This MOU is established pursuant to provisions of the Treasury Forfeiture Fund Act of 1992, 31 U.S.C. § 9705, as amended. This act established the Department of the Treasury Forfeiture Fund and authorized the payment of certain overtime expenditures, travel, fuel, training, equipment and other similar costs of State and Local law enforcement officers, that are involved in joint operations, with a Department of the Treasury law enforcement organization, as prescribed in 31 U.S.C. § 9705 (a)(1)(I) (hereinafter “overtime costs and other expenses”).

II. PURPOSE

This MOU establishes the procedures and responsibilities of both the Brownsville Police Department and the USSS for the reimbursement of certain overtime costs and other expenses pursuant to 31 U.S.C. § 9705. In addition, this MOU articulates the USSS’s preference that Brownsville Police Department personnel who are trained and equipped at the National Computer Forensic Institute (NCFI) be made available for a three (3) year period to assist the USSS in the event of a large-scale cyber attack against a sector of the Critical Infrastructure within their state.

III. BACKGROUND

While the Secret Service leads this innovative effort, the agency believes in partnerships with strong emphases on prevention and education, in addition to traditional law enforcement measures. The Secret Service will combine with other task force partners to provide resources and investigative techniques to the ECTF mission, as well as facilitating and administering task force operations. Other law enforcement agencies bring additional criminal enforcement jurisdiction, resources, manpower, and expertise to
the ECTF mission. Representatives from private industry and academia also enhance the mission by bringing a wealth of technical expertise and research capabilities.

The South Texas Regional Task Force mission is to establish a strategic alliance of federal, state, and local law enforcement agencies, private sector technical experts, prosecutors, academic institutions, and private industry in order to confront and suppress technology-based criminal activity that endangers the integrity of our Nation’s financial payment systems and poses threats against our Nation’s critical infrastructure.

The ultimate goal of the South Texas Regional Task Force is to provide a productive framework and collaborative crime-fighting environment in which the resources of its participants can be combined to effectively and efficiently make a significant impact on electronic (cyber) crimes.

IV. RESPONSIBILITIES

The parties agree to the following conditions:

(a) The Brownsville Police Department may request reimbursement of payment of overtime costs and other expenses directly related to work performed by its officer(s) assigned to assist the U.S. Secret Service’s South Texas Regional Task Force in conducting official investigations. The Brownsville Police Department will submit all requests for reimbursement payments, together with appropriate documentation, to the U.S. Secret Service’s South Texas Regional Task Force Supervisor. Request for reimbursement will be based solely upon overtime worked and other expenses performed on behalf of the U.S. Secret Service’s South Texas Regional Task Force.

(b) All reimbursement hours of overtime costs and all other expenses covered under this MOU must be approved and certified by the U.S. Secret Service South Texas Regional Task Force Supervisor. The reimbursable overtime payments will be based upon the actual hourly overtime rate, exclusive of matching employer contributions for any taxes or benefits.

(c) The U.S. Secret Service South Texas Regional Task Force supervisor will forward all approved reimbursement requests through the Special Agent in Charge (SAIC) Criminal Investigative Division, Office of Investigations, to the Treasury Forfeiture Fund’s payment agent, the U.S. Customs National Finance Center (NFC).

(d) During the period of assignment to the South Texas Regional Task Force, the Brownsville Police Department will remain responsible for establishing the salary and benefits, including overtime, of the officer(s) assigned to the Task Force and making all payments due to them. Reimbursement under this MOU is contingent upon the availability of mandatory funds allocated to the U.S. Secret Service through the Department of the Treasury Forfeiture Fund.
(e) The Brownsville Police Department shall permit and have readily available for examination and auditing by the U.S. Secret Service, the Department of Treasury, the Comptroller of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. They shall maintain all such records and reports until all audits and examinations are completed and resolved, or for a period of three (3) years, whichever is sooner.

(f) Payments may be made to the extent they are included in the U.S. Secret Service Fiscal Year Plan and the monies are available within the Department of Treasury Forfeiture Fund to satisfy the request(s) for reimbursable expenses. It should also be understood that the total amount(s) made available to the U.S. Secret Service through the Department of the Treasury Forfeiture Fund, for reimbursement to the Brownsville Police Department, could change at any time.

(g) Pursuant to the Treasury Executive Office for Asset Forfeiture (TEOAF) directive number 18, the maximum reimbursement entitlement for overtime costs to any one law enforcement official cannot exceed fifteen-thousand ($15,000.00) dollars during the fiscal year.

(h) This document does not obligate funds. Funding authority will be provided through other documents.

(i) The Brownsville Police Department shall provide the U.S. Secret Service within 10 days of the signing of this MOU, with their agency’s mailing address, contact name, telephone number and tax identification number. Further, this agency must provide the name, account number and ABA routing number of the financial institution where the Brownsville Police Department wants the Electronic Funds Transfer (EFT) payment deposited for the reimbursement of overtime salary costs. Failure to provide this information within the prescribed period of time will nullify this MOU agreement.

V. POINTS OF CONTACT:

The U.S. Secret Service’s South Texas Regional Task Force Supervisor shall serve as the primary point of contact.

VI. OTHER PROVISIONS:

Nothing in this Agreement is intended to conflict with federal law or the directives of the DHS or the South Texas Regional Task Force. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in effect.
VII. EFFECTIVE DATE:

The terms of this Agreement will become effective on the last date it is signed by the parties.

VIII. MODIFICATIONS:

The terms of this Agreement may be amended upon mutual written consent of both the U.S. Secret Service’s South Texas Regional Task Force and the Brownsville Police Department.

__________________________________  _________________________________________
SAIC Paul Duran                      Chief Felix Saucedo or
U.S. Secret Service                  Designee (Name)
San Antonio Field Office             Brownsville Police Department

Date: ______________________________ Date: ______________________________

__________________________________
SAIC
U.S. Secret Service
Criminal Investigative Division

Date: ______________________________
## AGENDA ITEM

**COMMISSION MEETING DATE 03/03/20**

<table>
<thead>
<tr>
<th>Executive Session (City Attorney Only)</th>
<th>Select</th>
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<td>✔ Consent</td>
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</table>

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

APPROVAL on SECOND and FINAL READING on ORDINANCE NUMBER 235-2020-001: To rezone from Dwelling “Z” (DZ) to General Retail “G” (4CG) for one acre, net, out of the Northwest corner of Lot 1, Block 110, El Jardin Resubdivision in Shares 23, 28, 29, 30 and 25, Espiritu Santo Grant, Cameron County, Texas, located at 1456 North Minnesota Avenue, Brownsville, Texas 78521, as shown in Exhibit "A", (District 2).

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

<table>
<thead>
<tr>
<th>Department</th>
<th>Date Reviewed</th>
<th>By:</th>
<th>Comments</th>
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</table>

### City Commission
Approved: [ ] Yes [ ] No
Date: Initials: Date: Initials: Date: Initials: Date:

### Assistant City Manager
Approved: [ ] Yes [ ] No
Initials: Date:

### Deputy City Manager
Approved: [ ] Yes [ ] No
Initials: Date:

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

Revised 3/2019
To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Rick Vasquez, Planning & Redevelopment Services Department Director

Date: March 3, 2020

RE: APPROVAL on SECOND and FINAL READING on Ord. No. 235-2020-001

Purpose
Property owner, Urquieta Construction LLC., proposes to change the Use and Area District designation for one acre, net, out of the Northwest corner of Lot 1, Block 110, El Jardin Resubdivision in Shares 23, 28, 29, 30 and 25, Espiritu Santo Grant, Cameron County, Texas, located at 1456 North Minnesota Avenue, Brownsville, Texas 78521. The applicant requests to rezone the subject property from Dwelling “Z” (DZ) to General Retail “G” (4CG) to maximize the permissible area of construction and increase allowable intensity for the purpose of establishing a mixed use development (retail plaza to the front of the property and apartments in the rear).

<table>
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<tr>
<th>Area District “Z” (Commercial)</th>
<th>Area District “G” (Commercial)</th>
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<tbody>
<tr>
<td>18,000 sq. ft.-Minimum Lot Size</td>
<td>6,000 sq. ft.-Minimum Lot Size</td>
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<tr>
<td>30 ft.-front setback</td>
<td>25 ft.-front setback</td>
</tr>
<tr>
<td>5.5 ft.-lateral setback</td>
<td>3.5 ft.-lateral setback</td>
</tr>
<tr>
<td>25 ft.- rear setback</td>
<td>3.5 ft.-rear setback</td>
</tr>
<tr>
<td>Units: 5 per acre</td>
<td>Units: 12.5 per acre</td>
</tr>
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Property Analysis
The predominant land use in the surrounding area is single family dwelling. Additional uses, such as undeveloped land, multi-family developments, mobile home park, civic institution (places of worship), and commercial business (restaurant, convenience store, repair shop, etc.) are also present within proximity of the subject property.

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

Background
The subject property on which the applicant is looking to establish the proposed use is site to an abandoned structure previously used as a single-family residence. The applicant will be demolishing the existing structure to accommodate the new construction. A zoning change is necessary since the current use district (Dwelling) would only allow a single-family residence to exist on the property. The General Retail use district would allow the existence of the proposed uses (retail plaza and apartments). Additionally, changing the area district from “Z” to “G” would allow less restrictive setbacks and increase the amount of permissible units per acre, from 5 to 12.5. Staff would like to point out that the development will consist of a mixed use, and that the calculation to determine the amount of units allowed will be based on the area left over to accommodate the multi-family portion of the development. As a hypothetical scenario, the subject property consists of 1 acre, therefore, if only half of an acre remains after the construction of the retail plaza, then, a maximum of 3 units would be allowed on the property.

Recommendation
There was no written or verbal opposition at the Planning and Zoning Commission meeting on February 6, 2020. Planning and Zoning Commission approves this rezoning from Dwelling “Z” (DZ) to General Retail “G” (4CG).

Item introduced and passed at First Reading on February 18, 2020. There was no verbal or written opposition.
Zoning Application

Multi-Family/Office/Commercial/Retail/Industrial

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

☐ Planning and Zoning Commission
☐ City Commission

Single Family

☐ 0-1 Acres .....$250.00
☐ 1.-10. Acres .....$500.00
☐ 10. and Up .....$1,000.00

Tentative Date: ______________

Tentative Date: ______________

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

Geographic ID #: 74/7590/1100/0013/00

Project Address: 1454 N. Minnesota Ave.

Subdivision: EL Jardin Real subdivision

Lot(s)/Block: 1/110

Current Area Classification: Z

Proposed Area Classification: C

Gross Acreage: 1.00

Current Zoning: Dwelling

Proposed Zoning: General Retail

Proposed Used: Apartments/Retail Area

Overlay Districts: W/14

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

Owner Information

Name: Urquieta Construction, LLC
Address: 847 E. Elizabeth St.
City: Brownsville
State: Texas Zip Code: 78520
Telephone: 956-639-8304
Fax:____________________
Email:____________________
Signature:__________________

Representative/Agent Information

Name: Luis Urquieta
Address: 847 E. Elizabeth St
City: Brownsville
State: Texas Zip Code: 78520
Telephone: 956-639-8304
Fax:____________________
Email:____________________
Signature:__________________

Special Note: INCOMPLETE APPLICATION WILL NOT BE ACCEPTED

Office Use Only

Date Submitted: 1-02-20
Code: ZN 31
Application Fee: $500.00

Accepted By: B. A. Maybell

Case Number 235-2020-001

1034 LEVEE STREET 2ND FLOOR • CITY PLAZA • BROWNSVILLE, TEXAS 78520
PHONE (956) 548-6150 • FAX (956) 548-6144 Form-04-1003U
AN ORDINANCE AMENDING THE “CITY ZONING ORDINANCE” BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City’s comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the “City Zoning Ordinance” by amending the Official Zoning Atlas so to rezone from Dwelling “Z” (DZ) to General Retail “G” (4CG) for one acre, net, out of the Northwest corner of Lot 1, Block 110, El Jardin Resubdivision in Shares 23, 28, 29, 30 and 25, Espiritu Santo Grant, Cameron County, Texas, located at 1456 North Minnesota Avenue, Brownsville, Texas 78521, as shown in Exhibit “A”; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

Section 2. That all provisions of Sections 180 through 221 of the City Zoning Ordinance are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.


(SEAL)

BY: _______________________________
Juan “Trey” Mendez
Mayor

ATTEST: _________________________
Griselda Rosas
Interim City Secretary
Case # 235-2020-001
Urquieta Construction, LLC

Current Zoning: Dwelling "Z"

Proposed Zoning: General Retail "G"
City of Brownsville

FUTURE LAND USE PLAN

Zoning Case No.
235-2020-001
A. Application Information

<table>
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<tr>
<th>Applicant/Property Owner:</th>
<th>Urquieta Construction, LLC/ Luis Urquieta</th>
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<tr>
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<td>74-7540-1100-0013-00</td>
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<td>Proposed Use:</td>
<td>Mixed Use (Apartments/Retail Plaza)</td>
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<td>Current Zoning District:</td>
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B. Application Type/Background

The applicant is requesting a rezoning from Dwelling “Z” (DZ) to General Retail “G” (4CG).

C. Subject Property

The subject property is located on one acre, net, out of the Northwest corner of Lot 1, Block 110, El Jardin Resubdivision in Shares 23, 28, 29, 30 and 25, Espiritu Santo Grant, Cameron County, Texas, located at 1456 North Minnesota Avenue, Brownsville, Texas 78521. The property is fronting North Minnesota Avenue, a Secondary Arterial Roadway. Single family dwelling is the predominant existing land use within the subject property’s immediate area. The subject property is located within Brownsville Public Utility Board’s (BPUB) water service area #2, which has several projects planned in 2020 including a new transmission main on FM 511 and improvements to 2 lift stations (LS 106 and LS 120) within a 4 mile radius of the subject property.

Existing land uses abutting the subject property are identified below and illustrated in Figure 2.

- North: Undeveloped Land, Single Family Dwelling, and Commercial Business
- East: Undeveloped Land
- South: Undeveloped Land, Single Family Dwelling and Civic Institution
- West: Single Family Dwelling, Apartment, Civic Institution, and Commercial Business

**Figure 1: Existing Zoning Map**

The following map illustrates existing zoning of the subject property and properties within the immediate area.

- North: Dwelling (D), Apartment (A), Light Commercial (5C), Medium Commercial (6C), and Medium Industrial (8C)
- South: Dwelling (D), Dwelling/Retail (DR), Professional Office (1C), Medium Retail (3C), General Retail (4C) and Light Commercial (5C)
- East: Extraterritorial Jurisdiction (ETJ) and Dwelling (D)
- West: Dwelling (D), Apartment (A) and Light Retail (2C)
Figure 2: Existing Land Use
The following map illustrates the existing land uses surrounding the subject property.
A review of the adopted City of Brownsville Comprehensive Plan and its Future Land Use Plan indicates that the subject property is located within the Town Corridor. According to this plan, the Town Corridor is primarily residential with small clusters of commercial land uses at regularly spaced intervals. Residential uses should have a density of 3 dwelling units per acre and should primarily consist of single family dwellings. It is the opinion of the staff that the request is consistent with the Comprehensive Plan and Future Land Use Plan.

**Figure 3: Future Land Use Map**

The following map illustrates the Future Land Use Map. The subject property is within the Town Corridor.
E. Review Criteria

_Is the proposed amendment consistent with all applicable provisions of the Comprehensive Plan and Future Land Use Plan?_

It is the opinion of staff that the request is consistent with the goals, objectives, and policies of the Comprehensive Plan and Future Land Use Plan.

_Will the proposed district amendment be compatible with the character of the existing land uses in the adjacent and surrounding area and the peculiar suitability of the property for the proposed zoning use?_

The area surrounding the subject property is developed primarily of single family dwellings. It is the opinion of staff that the proposed zoning/use would generally be compatible.

_Will the proposed amendment result in significant or burdensome demands on existing public facilities?_

It is the opinion of staff that the proposed zoning/use would not create significant or burdensome demands on public facilities such as water, wastewater, or transportation.

_Will the proposed amendment result in logical, timely and orderly development patterns that preserve the value of existing development?_

It is the opinion of staff that the proposed zoning/use would generally complement existing development and would not have adverse impacts on the area.

F. Staff Recommendation

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Services Department, staff recommends to support this rezoning from Dwelling “Z” (DZ) to General Retail “G” (4CG).
AGENDA ITEM

COMMISSION MEETING DATE 03/03/20

Executive Session (City Attorney Only)

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</tr>
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<td></td>
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<td>✔ Consent</td>
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</table>

Information: Please include additional information/request.

APPROVAL on SECOND and FINAL READING on ORDINANCE NUMBER 235-2020-002: To rezone from Dwelling “A” (DA) to Dwelling “G” (DG) for Lot 7, Block 3, Ebony Heights Subdivision, Cameron County, Texas, located at 1768 Marquette Avenue, Brownsville, Texas 78520, as shown in Exhibit "A", (District 3).

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

<table>
<thead>
<tr>
<th>City Attorney</th>
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<td>Comments:</td>
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City Commission | Assistant City Manager | Deputy City Manager

<table>
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<th>Approved:</th>
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<th>No</th>
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<tr>
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</table>

City Manager’s Approval

Signature: Date:

TO: Noel Bernal, City Manager
FROM: Rick Vasquez, Director of Planning & Redevelopment Serv.
SUBJECT: Public Hearings
DATE: 3/3/2020
THROUGH: Helen Ramirez, Deputy City Manager

5HYLVHG &200,66,210((7,1*'$7(Noel Bernal, City Manager, Rick Vasquez, Director of Planning & Redevelopment Serv., Helen Ramirez, Deputy City Manager

Public Hearings 3/3/20

Helen Ramirez, Deputy City Manager

Assistant City Manager

Deputy City Manager

City Manager’s Approval

Signature: Date:

Revised 3/2019
To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Rick Vasquez, Planning & Redevelopment Services Department Director

Date: March 3, 2020

RE: APPROVAL on SECOND and FINAL READING on Ord. No. 235-2020-002

Purpose
Property owners, Rogelio Pulido and Jenny Rivera, propose to change the Area District designation for Lot 7, Block 3, Ebony Heights Subdivision, Cameron County, Texas, located at 1768 Marquette Avenue, Brownsville, Texas 78520. The applicants request to rezone the subject property from Dwelling “A” (DA) to Dwelling “G” (DG) to reduce setbacks and maximize the available construction area for the purpose of increasing the footprint of their home.

<table>
<thead>
<tr>
<th>Area District “A” (Residential)</th>
<th>Area District “G” (Residential)</th>
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<tbody>
<tr>
<td>25 ft.-front setback</td>
<td>25 ft.-front setback</td>
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<td>5.5 ft.-lateral setback</td>
<td>3.5 ft.-lateral setback</td>
</tr>
<tr>
<td>25 ft.-rear setback</td>
<td>3.5 ft.-rear setback</td>
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</tbody>
</table>

Property Analysis
The predominant land use in the surrounding area is single family dwelling. Additional uses, such as civic institution (R.L. Martin Elementary School) and commercial business (restaurants, retail plaza, professional offices, etc.) are also present within proximity of the subject property.

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

Background
The subject property currently harbors a single-family residence which will be getting an addition to the rear of the existing structure. A zoning change is necessary since area district “A” has a restrictive 25 foot rear setback which would hinder the proposed construction. Changing the area district to “G” would increase the buildable area and therefore accommodate the addition without encroaching on setbacks.

Recommendation
There was no written or verbal opposition at the Planning and Zoning Commission meeting on February 6, 2020. Planning and Zoning Commission approves this rezoning from Dwelling “A” (DA) to Dwelling “G” (DG).

Item introduced and passed at First Reading on February 18, 2020. There was no verbal or written opposition.
Zoning Application

Multi-Family/Office/Commercial/Retail/Industrial

☐ 0-1 Acres .....$500.00
☐ 1.1-5. Acres .....$750.00
☐ 5.1-10. Acres .....$1,000.00
☐ 10. and Up .....$1,500.00

☐ Planning and Zoning Commission
☐ City Commission

Tentative Date: __________________
Tentative Date: __________________

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

Geographic ID #:
02 - 6700 - 0030 - 0070 - 00

Project Address:
1768 MARQUETTE AVE.

Subdivision:
EBAO NY HEIGHTS

Lot(s)/Block:
LOT 7 BLOCK 3

Current Area Classification: A
Proposed Area Classification: G
Gross Acreage: __________________

Current Zoning: DWELLING
Proposed Zoning: DWELLING

Proposed Used: ADDITION ON REAR
Overlay Districts: N/A

* If property is not subdivided you will need to provide survey map and/or metes and bounds

* If the application is signed by the representative we need a notarized authorization letter from the owner.

Owner Information

Name: ROGERIO PULIDO / JENNY MELISSA RIVERA
Address: 1768 MARQUETTE AVE
City: BROWNsvILLE
State: TX Zip Code: 78520
Telephone: (479) 220-9894 (956) 802-1752
Fax: __________________
Email: __________________
Signature: __________________

Representative/Agent Information

Name: ISMAEL RIVERA
Address: 1768 MARQUETTE AVE
City: BROWNsvILLE
State: TX Zip Code: 78520
Telephone: (956) 641-1087
Fax: __________________
Email: __________________
Signature: __________________

Special Note: INCOMPLETE APPLICATION WILL NOT BE ACCEPTED

Office Use Only

Date Submitted: 1-03-20
Code: 2N 30
Application Fee: $ 250.00

Accepted By: B A THIAGUILL
Case Number 235- 2020 - 00 Z

1034 E LEVEE STREET 2ND FLOOR • CITY PLAZA • BROWNsville, TEXAS 78520
PHONE (956) 548-6130 • FAX (956) 548-6144 Form-04-1003U
AN ORDINANCE AMENDING THE “CITY ZONING ORDINANCE” BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City’s comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the “City Zoning Ordinance” by amending the Official Zoning Atlas so to rezone from Dwelling “A” (DA) to Dwelling “G” (DG) for Lot 7, Block 3, Ebony Heights Subdivision, Cameron County, Texas, located at 1768 Marquette Avenue, Brownsville, Texas 78520, as shown in Exhibit “A”; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

Section 2. That all provisions of Sections 180 through 221 of the City Zoning Ordinance are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.


(SEAL)

BY: ______________________________
Juan “Trey” Mendez
Mayor

ATTEST: _________________________
Griselda Rosas
Interim City Secretary
EXHIBIT "A"
Rezoning Request:

Case # 235-2020-002
Rogelio Pulido/
Jenny M. Rivera

Current Zoning:
Dwelling "A"

Proposed Zoning:
Dwelling "G"
City of Brownsville

FUTURE LAND USE PLAN

DISTRICTS NAME
- Core Central
- Core East
- Core West
- Downtown Enterprise
- Downtown Riverside
- Emerging City Central
- Emerging City East
- Emerging City West
- Employment Hub
- Future Employment Hub
- Reserve Future City
- Transition Central
- Transition East
- Transition West
- Water Management

CORRIDORS
- Gateway Corridor
- Linkage Corridor
- Loop Corridor
- Town Corridor

NODES NAME
- Downtown Node
- Primary Regional Node
- Secondary Regional Node
- Sub Regional Node

Zoning Case No.
235-2020-002
A. Application Information

<table>
<thead>
<tr>
<th>Applicant/Property Owner</th>
<th>Rogelio Pulido/Jenny Rivera</th>
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<td>Proposed Use:</td>
<td>Reduced setbacks (Increase size of home)</td>
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<td>February 6, 2020</td>
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<td>Number of Public Notice Letters:</td>
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B. Application Type/Background

The applicant is requesting a rezoning from Dwelling “A” (DA) to Dwelling “G” (DG).

C. Subject Property

The subject property is located on Lot 7, Block 3, Ebony Heights Subdivision, Cameron County, Texas, located at 1768 Marquette Avenue, Brownsville, Texas 78520. The property is fronting Marquette Avenue, a local street. Single family dwelling is the predominant existing land use within the subject property’s immediate area. The subject property is located within Brownsville Public Utility Board’s (BPUB) water service area #1, which has several projects planned in 2020 including a new transmission main from Water Treatment Plant No.2 and improvements to 3 lift stations (LS 55, LS 86 and LS 143) within a 4 mile radius of the subject property.

Existing land uses abutting the subject property are identified below and illustrated in Figure 2.

- North: Single Family Dwelling and Commercial Business
- East: Single Family Dwelling and Commercial Business
- South: Single Family Dwelling and Commercial Business
- West: Single Family Dwelling and Civic Institution
Figure 1: Existing Zoning Map

The following map illustrates existing zoning of the subject property and properties within the immediate area.

- North: Dwelling (D), Apartment (A), General Retail (4C), and Light Industrial (7C)
- South: Dwelling (D), Apartment (A), Professional Office (1C), Medium Retail (3C), and General Retail (4C)
- East: Dwelling (D), Apartment (A), Light Retail (2C), General Retail (4C), and Light Industrial (7C)
- West: Dwelling (D), Dwelling/Retail (DR), Professional Office (1C), and General Retail (4C)
Figure 2: Existing Land Use
The following map illustrates the existing land uses surrounding the subject property.
A review of the adopted City of Brownsville Comprehensive Plan and its Future Land Use Plan indicates that the subject property is located within the Loop Corridor and Linkage Corridor. Based on this plan, the Loop Corridor is primarily commercial, but with a healthy mixture of residential, institutional, and industrial; community facility land uses are also permitted. Residential uses should have a density of 4 dwelling units per acre and consist primarily of single family dwellings and attached apartment homes.

The Linkage Corridor is primarily commercial and institutional land uses. Residential uses should have a density of 6 dwellings per acre and should primarily be single family dwelling and attached townhouses. It is the opinion of the staff that the request is consistent with the Comprehensive Plan and Future Land Use Plan.

**Figure 3: Future Land Use Map**

The following map illustrates the Future Land Use Map. The subject property is within the Town Corridor and Linkage Corridor.
E. Review Criteria

Is the proposed amendment consistent with all applicable provisions of the Comprehensive Plan and Future Land Use Plan?

It is the opinion of staff that the request is consistent with the goals, objectives, and policies of the Comprehensive Plan and Future Land Use Plan.

Will the proposed district amendment be compatible with the character of the existing land uses in the adjacent and surrounding area and the peculiar suitability of the property for the proposed zoning use?

The area surrounding the subject property is developed primarily of single family dwellings. It is the opinion of staff that the proposed zoning/use would generally be compatible.

Will the proposed amendment result in significant or burdensome demands on existing public facilities?

It is the opinion of staff that the proposed zoning/use would not create significant or burdensome demands on public facilities such as water, wastewater, or transportation.

Will the proposed amendment result in logical, timely and orderly development patterns that preserve the value of existing development?

It is the opinion of staff that the proposed zoning/use would generally complement existing development and would not have adverse impacts on the area.

F. Staff Recommendation

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Services Department, staff recommends to support this rezoning from Dwelling “A” (DA) to Dwelling “G” (DG).
AGENDA ITEM

COMMISSION MEETING DATE 03/03/20

Executive Session (City Attorney Only)

Time Needed: 
Action Item: 

Select

Agenda

Ordinance

Time Needed: 

☐ Public Hearing

☐ Contract

☐ Grant

☒ Action

☒ Consent

First Reading

Second Reading

Information: Please include additional information/request.

APPROVAL on SECOND and FINAL READING on ORDINANCE NUMBER 235-2020-003: To rezone from Dwelling “A” (DA) to Dwelling “G” (DG) for Lot 9, Block 9, Alamo Heights Subdivision Section II, an addition to the City of Brownsville, Cameron County, Texas, located at 1128 Crockett Avenue, Brownsville, Texas 78521, as shown in Exhibit "A", (District 2).

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

City Attorney

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: 

Revised 3/2019
To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Rick Vasquez, Planning & Redevelopment Services Department Director

Date: March 3, 2020

RE: APPROVAL on SECOND and FINAL READING on Ord. No. 235-2020-003

Purpose
Property owner, Ambrosio Barrientos, proposes to change the Area District designation for Lot 9, Block 9, Alamo Heights Subdivision Section II, an addition to the City of Brownsville, Cameron County, Texas, located at 1128 Crockett Avenue, Brownsville, Texas 78521. The applicant requests to rezone the subject property from Dwelling “A” (DA) to Dwelling “G” (DG) to reduce setbacks and required minimum lot size for the purpose of building a duplex.

<table>
<thead>
<tr>
<th>Area District “A” (Residential)</th>
<th>Area District “G” (Residential)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9,000 sq. ft.-Minimum Lot Size</td>
<td>6,000 sq. ft.-Minimum Lot Size</td>
</tr>
<tr>
<td>25 ft.-front setback</td>
<td>25 ft.-front setback</td>
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<tr>
<td>5.5 ft.-lateral setback</td>
<td>3.5 ft.-lateral setback</td>
</tr>
<tr>
<td>25 ft.- rear setback</td>
<td>3.5 ft.-rear setback</td>
</tr>
</tbody>
</table>

Property Analysis
The predominant land use in the surrounding area is single family dwelling. Additional uses, such as civic institution (Perkins Middle School) and commercial business (restaurants, retail plaza, professional offices, etc.) are also present within proximity of the subject property.

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

Background
The subject property on which the applicant is looking to construct a duplex is currently vacant. A zoning change is necessary since area district “A” only allows a duplex if the property has a minimum of 9,000 square feet and 75 feet of frontage; the subject property only has 6,000 square feet and 50 feet of frontage. Area district “G” would allow a duplex on the property since it complies with minimum area and frontage requirements. Additionally, changing the area district would allow less restrictive setbacks that would consequently maximize the buildable area.

Recommendation
There was no written opposition at the Planning and Zoning Commission meeting on February 6, 2020. A neighbor verbally opposed the applicant’s request due to concerns related to adequate parking. Planning and Zoning Commission approves this rezoning from Dwelling “A” (DA) to Dwelling “G” (DG).

Item introduced and passed at First Reading on February 18, 2020. There was no verbal or written opposition
Zoning Application

Multi-Family/Office/Commercial/Retail/Industrial

- 0-1 Acres .... $500.00
- 1.1-5 Acres .... $750.00
- 5-10 Acres .... $1,000.00
- 10. and Up .... $1,500.00

- Planning and Zoning Commission
- City Commission

Single Family

- 0-1 Acres .... $250.00
- 1.1-10 Acres .... $500.00
- 10. and Up .... $1,000.00

Tentative Date: ________________

Tentative Date: ________________

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

Geographic ID #: 01/3070/0900/0090/00

Project Address: 1128 Crockett Ave

Subdivision: ALAMO HEIGHTS, SECTION 11

Lot(s)/Block: Lot 9 Block

Current Area Classification: A

Proposed Area Classification: G

Gross Acreage: 

Current Zoning: Dwelling

Proposed Zoning: Dwelling

Proposed Used: Duplex

Overlay Districts: NA

* If property is not subdivided you will need to provide survey map and/or metes and bounds

* If the application is signed by the representative we need a notarized authorization letter from the owner.

Owner Information

Name: Ambrosis Barrientos
Address: 1270 Morning Side Rd
City: Brownsville TX
State: TX Zip Code: 78521
Telephone: 956 466 0144
Fax: 

Email: 
Signature: 

Representative/Agent Information

Name: 
Address: 
City: 
State: 
Zip Code: 
Telephone: 
Fax: 

Email: 
Signature: 

Special Note: INCOMPLETE APPLICATION WILL NOT BE ACCEPTED

Office Use Only

Date Submitted: 01-09-2020

Code: 2N31

Application Fee: *

Accepted By: BLAD

Case Number 235-2020 - 003
AN ORDINANCE AMENDING THE “CITY ZONING ORDINANCE” BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City’s comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the “City Zoning Ordinance” by amending the Official Zoning Atlas so to rezone from Dwelling “A” (DA) to Dwelling “G” (DG) for Lot 9, Block 9, Alamo Heights Subdivision Section II, an addition to the City of Brownsville, Cameron County, Texas, located at 1128 Crockett Avenue, Brownsville, Texas 78521, as shown in Exhibit “A”; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

Section 2. That all provisions of Sections 180 through 221 of the City Zoning Ordinance are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.


(SEAL)

BY: ______________________________
Juan “Trey” Mendez
Mayor

ATTEST: _________________________
Griselda Rosas
Interim City Secretary
EXHIBIT “A”
Rezoning Request:

Case # 235-2020-003
Ambrosio Barrientos

Current Zoning: Dwelling "A"

Proposed Zoning: Dwelling "G"
City of Brownsville

FUTURE LAND USE PLAN

DISTRICTS NAME
- Core Central
- Core East
- Core West
- Downtown Enterprise
- Downtown Riverside
- Emerging City Central
- Emerging City East
- Emerging City West
- Employment Hub
- Future Employment Hub
- Reserve Future City
- Transition Central
- Transition East
- Transition West
- Water Management

CORRIDORS
- Gateway Corridor
- Linkage Corridor
- Loop Corridor
- Town Corridor

NODES NAME
- Downtown Node
- Primary Regional Node
- Secondary Regional Node
- Sub Regional Node

Brownsville's City Limits
Brownsville's ETJ Boundary

Zoning Case No.
235-2020-003
Case No. 235-2020-003

Owner: Cameron County

BLK 2 WENTZ SUBDIVISION 8.6750 ACRES OUT OF 20.00 ACRES (78-6740-0020-0000-00)
Case No. 235-2020-003

Owner: Cameron County
BLK 2 WENTZ SUBDIVISION 8.6750 ACRES OUT OF 20.00 ACRES (78-6740-0020-0000-00)
A. Application Information

<table>
<thead>
<tr>
<th>Applicant/Property Owner:</th>
<th>Ambrosio Barrientos</th>
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<tr>
<td>Property ID:</td>
<td>01-3020-0090-0090-00</td>
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<td>Application Type:</td>
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<td>Duplex</td>
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<td>Date Application Submitted:</td>
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<td>Planning &amp; Zoning Commission Meeting Date:</td>
<td>February 6, 2020</td>
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<td>Annexation year:</td>
<td>1965 - 1984</td>
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<td>Overlay in area:</td>
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<td>Number of Public Notice Letters:</td>
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B. Application Type/Background

The applicant is requesting a rezoning from Dwelling “A” (DA) to Dwelling “G” (DG).

C. Subject Property

The subject property is located on Lot 9, Block 9, Alamo Heights Subdivision Section II, an addition to the City of Brownsville, Cameron County, Texas, located at 1128 Crockett Avenue, Brownsville, Texas 78521. The property is fronting Crockett Avenue, a local street. Single family dwelling is the predominant existing land use within the subject property’s immediate area. The subject property is located within Brownsville Public Utility Board’s (BPUB) water service area #2, which has several projects planned in 2020 including a new transmission main on FM 511 and improvements to 2 lift stations (LS 106 and LS 120) within a 4 mile radius of the subject property.

Existing land uses abutting the subject property are identified below and illustrated in Figure 2.

- North: Single Family Dwelling and Commercial Business
- East: Single Family Dwelling
- South: Single Family Dwelling and Civic Institution
- West: Single Family Dwelling

**Figure 1: Existing Zoning Map**

The following map illustrates existing zoning of the subject property and properties within the immediate area.

- North: Dwelling (D), General Retail (4C), Light Commercial (5C), Light Industrial (7C), and Medium Industrial (8C)
- South: Dwelling (D)
- East: Dwelling (D), Dwelling/ Retail (DR), Apartment (A), and Light Retail (2C)
- West: Dwelling (D) and Light Industrial (7C)
**Figure 2: Existing Land Use**
The following map illustrates the existing land uses surrounding the subject property.
A review of the adopted City of Brownsville Comprehensive Plan and its Future Land Use Plan indicates that the subject property is located within the Linkage Corridor. According to this plan, the Linkage Corridor is primarily commercial and institutional land uses. Residential uses should have a density of 6 dwellings per acre and should primarily be single family dwelling and attached townhouses. It is the opinion of the staff that the request is consistent with the Comprehensive Plan and Future Land Use Plan.

**Figure 3: Future Land Use Map**

The following map illustrates the Future Land Use Map. The subject property is within the Linkage Corridor.
E. Review Criteria

Is the proposed amendment consistent with all applicable provisions of the Comprehensive Plan and Future Land Use Plan?

It is the opinion of staff that the request is consistent with the goals, objectives, and policies of the Comprehensive Plan and Future Land Use Plan.

Will the proposed district amendment be compatible with the character of the existing land uses in the adjacent and surrounding area and the peculiar suitability of the property for the proposed zoning use?

The area surrounding the subject property is developed primarily of single family dwellings. It is the opinion of staff that the proposed zoning/use would generally be compatible.

Will the proposed amendment result in significant or burdensome demands on existing public facilities?

It is the opinion of staff that the proposed zoning/use would not create significant or burdensome demands on public facilities such as water, wastewater, or transportation.

Will the proposed amendment result in logical, timely and orderly development patterns that preserve the value of existing development?

It is the opinion of staff that the proposed zoning/use would generally complement existing development and would not have adverse impacts on the area.

F. Staff Recommendation

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Services Department, staff recommends to support this rezoning from Dwelling “A” (DA) to Dwelling “G” (DG).
AGENDA ITEM

COMMISSION MEETING DATE 03/03/20

EXECUTIVE SESSION (City Attorney Only)

Time Needed:

Action Item:

SELECT

AGENDA

Time Needed:

Public Hearing

Contract

Grant

First Reading

Action

Consent

Second Reading

ORDINANCE

INFORMATION: Please include additional information/request.

APPROVAL on SECOND and FINAL READING on ORDINANCE NUMBER 235-2020-004: To rezone from Dwelling “Z” (DZ)/Medium Commercial “G” (6CG)/Medium Commercial “V” (6CV) to Dwelling “G” (DG) for a 61.0 acre tract of land comprised of all of Lots 3, 4, 5, 6, 7, 8-A, 8-B, Block 2, of the Manuel Samano Partition; save and except, a 0.312 acre tract, a 0.196 acre tract, a 1.209 acre tract, and a 0.242 acre tract of land, Cameron County, Texas, located near Gardenwoods Avenue, Brownsville, Texas 78526, as shown in Exhibit "A", (District 3).

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

City Attorney

Date Reviewed:

By:

Comments:

Finance Department

Date Reviewed:

By:

Comments:

City Commission

Approved: Yes No

Date:

Assistant City Manager

Approved: Yes No

Initials:

Deputy City Manager

Approved: Yes No

Initials:

City Manager’s Approval

Signature:

Date:
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Rick Vasquez, Planning & Redevelopment Services Department Director
Date: March 3, 2020

RE: APPROVAL on SECOND and FINAL READING on Ord. No. 235-2020-004

Purpose
Property owner, Alfonso de la Torre, proposes to change the Use and Area District designation for a 61.0 acre tract of land comprised of all of Lots 3, 4, 5, 6, 7, 8-A, 8-B, Block 2, of the Manuel Samano Partition; save and except, a 0.312 acre tract, a 0.196 acre tract, a 1.209 acre tract, and a 0.242 acre tract of land, Cameron County, Texas, located near Gardenwoods Avenue, Brownsville, Texas 78526. The applicant requests to rezone the subject property from Dwelling “Z” (DZ)/ Medium Commercial “G” (6CG)/ Medium Commercial “V” (6CV) to Dwelling “G” (DG) for the purpose of establishing a uniform zoning adequate for a single-family residence development (private community).

<table>
<thead>
<tr>
<th>Area District “Z” (Residential)</th>
<th>Area District “V” (Residential)</th>
<th>Area District “G” (Residential)</th>
</tr>
</thead>
<tbody>
<tr>
<td>9,000 sq. ft.-Minimum Lot Size</td>
<td>200,000 sq. ft.-Minimum Lot Size</td>
<td>5,000 sq. ft.-Minimum Lot Size</td>
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<tr>
<td>30 ft.-front setback</td>
<td>150 ft.-front setback</td>
<td>25 ft.-front setback</td>
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<td>5.5 ft.-lateral setback</td>
<td>50.5 ft.-lateral setback</td>
<td>3.5 ft.-lateral setback</td>
</tr>
<tr>
<td>25 ft.- rear setback</td>
<td>50.5 ft.- rear setback</td>
<td>3.5 ft.-rear setback</td>
</tr>
</tbody>
</table>

Property Analysis
The predominant land use in the surrounding area is undeveloped land. Additional uses, such as single-family dwelling, mobile home park, civic institution (places of worship), and commercial business (restaurant, used car lot, towing services, repair shop, etc.) are also present within proximity of the subject property.

The property is located within the Employment Hub District. The request is consistent with the Future Land Use Map.

Background
The requested zoning change is related to a Planned Development titled Apple Woods Subdivision approved by the Planning and Zoning Commission on November 7, 2019. This planned development was submitted by the same applicant and consists of a private community made up of 271 single family lots, 25 townhouse lots, and 1 reserve area. A zoning change is necessary in order to provide a uniform residential zoning on the entire subdivision and to establish more adequate setbacks for residential uses.

Recommendation
There was no written or verbal opposition at the Planning and Zoning Commission meeting on February 6, 2020. Planning and Zoning Commission approves this rezoning from Dwelling “Z” (DZ)/ Medium Commercial “G” (6CG)/ Medium Commercial “V” (6CV) to Dwelling “G” (DG).

Item introduced and passed at First Reading on February 18, 2020. There was no verbal or written opposition.
# Zoning Application

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

Single Family
- 0-1 Acres ....$250.00
- 1-10. Acres ....$500.00
- 10. and Up ....$1,000.00

- Planning and Zoning Commission
- City Commission

Tentative Date: ____________________________
Tentative Date: ____________________________

For submittal requirements, see Appendix A. Zoning Processing Fees

<table>
<thead>
<tr>
<th>Geographic ID #</th>
<th>Project Address</th>
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<tr>
<td>78-9440-0000-0070-00, 78-9640-0020-0081-00, 78-9640-0020-0082-00, 78-9640-0020-0085-00, 78-9640-0020-0086-00</td>
<td>H/A</td>
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</table>

Subdivision:
- SEE ATTACHED P.B. (LEGAL) DESCRIPTION

Lot(s)/Block:
- SEE ATTACHED P.B.

Current Area Classification: G/V/Z
Proposed Area Classification: G
Gross Acreage: 6/AC

Current Zoning: MEDIUM COMMERCIAL
Proposed Zoning: DWELLING

Overlay Districts: 051A/042
* If property is not subdivided you will need to provide survey map and/or metes and bounds
* If the application is signed by the representative we need a notarized authorization letter from the owner.

## Owner Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>Alfredo de la Torre</th>
</tr>
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<tbody>
<tr>
<td>Address:</td>
<td>3149 Calle Montana</td>
</tr>
<tr>
<td>City:</td>
<td>Brownsville</td>
</tr>
<tr>
<td>State:</td>
<td>TX</td>
</tr>
<tr>
<td>Zip Code:</td>
<td>78526</td>
</tr>
<tr>
<td>Telephone:</td>
<td>956-455-9555</td>
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## Representative/Agent Information

<table>
<thead>
<tr>
<th>Name:</th>
<th>Alfredo G. Hernandez</th>
</tr>
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<tbody>
<tr>
<td>Address:</td>
<td>6305 Paredes Line Road</td>
</tr>
<tr>
<td>City:</td>
<td>Brownsville</td>
</tr>
<tr>
<td>State:</td>
<td>TX</td>
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<tr>
<td>Zip Code:</td>
<td>78526</td>
</tr>
<tr>
<td>Telephone:</td>
<td>956 574-8300</td>
</tr>
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<td>Fax:</td>
<td>956 574-8305</td>
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## Office Use Only

| Date Submitted: | 11/10/20 |
| Code: | ZN30 |
| Application Fee: | $1,000.00 |

Case Number 235-2000-001

Special Note: INCOMPLETE APPLICATION WILL NOT BE ACCEPTED
AN ORDINANCE AMENDING THE “CITY ZONING ORDINANCE” BY AMENDING THE
OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000
PENALTIES.

WHEREAS, this ordinance is in accordance with the City’s comprehensive plan; is consistent with
the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the
public health, safety, morals or general welfare; and all procedural requirements for the passage
hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the “City
Zoning Ordinance” by amending the Official Zoning Atlas so to rezone from Dwelling “Z”
(DZ)/Medium Commercial “G” (6CG)/Medium Commercial “V” (6CV) to Dwelling “G” (DG) for a
61.0 acre tract of land comprised of all of Lots 3, 4, 5, 6, 7, 8-A, 8-B, Block 2, of the Manuel Samano
Partition; save and except, a 0.312 acre tract, a 0.196 acre tract, a 1.209 acre tract, and a 0.242 acre
tract of land, Cameron County, Texas, located near Gardenwoods Avenue, Brownsville, Texas 78526,
as shown in Exhibit “A”; the area rezoned by this amendment being situated entirely within the
corporate limits of Brownsville, Cameron County, Texas.

Section 2. That all provisions of Sections 180 through 221 of the City Zoning Ordinance are
incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become
effective on the earliest date allowed by law.

INTRODUCED at a public hearing on February 18, 2020. Passed at First Reading on February 18,
2020. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on

(SEAL)

BY: ________________________________
Juan “Trey” Mendez
Mayor

ATTEST: ________________________________
Griselda Rosas
Interim City Secretary
**EXHIBIT “A”**

Rezoning Request:

Case # 235-2020-004
Alfonso De La Torre

**Current Zoning:**
Dwelling "Z"
Medium Commercial "G"
Medium Commercial "V"

**Proposed Zoning:**
Dwelling "G"
City of Brownsville

FUTURE
LAND USE PLAN

Zoning Case No. 235-2020-004
SUBJECT PROPERTY

Case No. 235-2020-004

Owner: Cameron County

BLK 2 WENTZ SUBDIVISION 8.6750 ACRES OUT OF 20.00 ACRES (78-6740-0020-0000-00)
A. Application Information

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<th>Alfonso De La Torre</th>
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<td>Rezoning</td>
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<td>Proposed Use:</td>
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<td>Proposed Zoning District:</td>
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<td>Date Application Submitted:</td>
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<td>February 6, 2020</td>
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<td>O51-A – Commercial Quality District</td>
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B. Application Type/Background

The applicant is requesting a rezoning from Dwelling “Z” (DZ)/Medium Commercial “G” (6CG)/Medium Commercial “V” (6CV) to Dwelling “G” (DG).

C. Subject Property

The subject property is located on a 61.0 acre tract of land comprised of all of Lots 3, 4, 5, 6, 7, 8-A, 8-B, Block 2, of the Manuel Samano Partition; save and except, a 0.312 acre tract, a 0.196 acre tract, a 1.209 acre tract, and a 0.242 acre tract of land, Cameron County, Texas, located near Gardenwoods Avenue, Brownsville, Texas 78526. The property is fronting Gardenwoods Avenue, a local street. Undeveloped land is the predominant existing land use within the subject property’s immediate area. The subject property is located within Brownsville Public Utility Board’s (BPUB) water service area #2, which has several projects planned in 2020 including a new transmission main on FM 511 and improvements to 2 lift stations (LS 143 and LS 159) within a 4 mile radius of the subject property.
Existing land uses abutting the subject property are identified below and illustrated in Figure 2.

- North: Undeveloped Land
- East: Undeveloped Land, Single Family Dwelling, and Commercial Business
- South: Undeveloped Land, Single Family Dwelling, and Civic Institution
- West: Undeveloped Land

**Figure 1: Existing Zoning Map**

The following map illustrates existing zoning of the subject property and properties within the immediate area.

- North: Dwelling (D), General Retail (4C), and Light Industrial (7C)
- South: Dwelling (D), Dwelling/Retail (DR), and General Retail (4C)
- East: Dwelling (D), Dwelling/Retail (DR), Light Retail (2C), General Retail (4C), Medium Commercial (6C), and Medium Industrial (8C)
- West: Dwelling (D) and Medium Commercial (6C)
Figure 2: Existing Land Use
The following map illustrates the existing land uses surrounding the subject property.
A review of the adopted City of Brownsville Comprehensive Plan and its Future Land Use Plan indicates that the subject property is located within the Employment Hub District. According to this plan, the Employment Hub District is designed to be a mixture of uses organized around neighborhoods that have industrial uses as their anchors and are surrounded by complementary and supporting residential, community facility, institutional, and commercial land uses. Residential uses should be primarily single family, duplex, and triplex uses with an average density of 4 dwellings units per acre. It is the opinion of the staff that the request is consistent with the Comprehensive Plan and Future Land Use Plan.

**Figure 3: Future Land Use Map**

The following map illustrates the Future Land Use Map. The subject property is within the Employment Hub District.
E. Review Criteria

**Is the proposed amendment consistent with all applicable provisions of the Comprehensive Plan and Future Land Use Plan?**

It is the opinion of staff that the request is consistent with the goals, objectives, and policies of the Comprehensive Plan and Future Land Use Plan.

**Will the proposed district amendment be compatible with the character of the existing land uses in the adjacent and surrounding area and the peculiar suitability of the property for the proposed zoning use?**

The area surrounding the subject property is developed primarily of undeveloped land. It is the opinion of staff that the proposed zoning/use would generally be compatible.

**Will the proposed amendment result in significant or burdensome demands on existing public facilities?**

It is the opinion of staff that the proposed zoning/use would not create significant or burdensome demands on public facilities such as water, wastewater, or transportation.

**Will the proposed amendment result in logical, timely and orderly development patterns that preserve the value of existing development?**

It is the opinion of staff that the proposed zoning/use would generally complement existing development and would not have adverse impacts on the area.

F. Staff Recommendation

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Services Department, staff recommends to support this rezoning from Dwelling “Z” (DZ)/ Medium Commercial “G” (6CG)/ Medium Commercial “V” (6CV) to Dwelling “G” (DG).
**AGENDA ITEM**  
**COMMISSION MEETING DATE 03/03/20**

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<thead>
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<th>Agenda</th>
<th>Ordinance</th>
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<td>First Reading</td>
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<td>✓ Action</td>
<td>✓ Consent</td>
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**Information:** Please include additional information/request.

APPROVAL on SECOND and FINAL READING on ORDINANCE NUMBER 235-2020-601-CU: An ordinance allowing a conditional use permit for a wet store for Lot 97, Block 4, Section I of Lomas Del Bosque Subdivision, Cameron County, Texas, located at 4200 Jaime J. Zapata Avenue, Brownsville, Texas 78521, as shown in Exhibit "A", (District 2).

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

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<thead>
<tr>
<th></th>
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<td>City Attorney</td>
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<td></td>
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**City Commission**  
Approved: ☐ Yes ☐ No  
Date: Initials: Date:  
**Assistant City Manager**  
Approved: ☐ Yes ☐ No  
Date: Initials: Date:  
**Deputy City Manager**  
Approved: ☐ Yes ☐ No  
Date: Initials: Date:  

**City Manager's Approval**

<table>
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<tr>
<td>Signature:</td>
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</table>

Revised 3/2019
To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Rick Vasquez, Planning & Redevelopment Services Department Director

Date: March 3, 2020

RE: APPROVAL on SECOND and FINAL READING on Ord. No. 235-2020-601-CU

Purpose
Applicant, Robindale Apartment Trust, is requesting a Conditional Use Permit to allow the sale of alcohol for off-premises consumption (Wet Store) in General Retail “J” (4CJ) for Lot 97, Block 4, Section I of Lomas Del Bosque Subdivision, Cameron County, Texas, located at 4200 Jaime J. Zapata Avenue, Brownsville, Texas 78521.

Property Analysis
The predominant land use in the surrounding area is single family dwelling. Additional uses, such as undeveloped land, single-family dwelling, multi-family development, civic institution (Jubilee Leadership Academy and place of worship), commercial business (restaurants, retail plaza, professional offices, personal service outlet, etc.), and industrial development (logistics facility) are also present within proximity of the subject property.

The property is located within the Transition Central District and the request is consistent with the Future Land Use Map.

Background
The subject property currently harbors an existing retail plaza where the applicant is looking to open a meat market with the option of selling alcoholic beverages (beer) for off-premises consumption. Land spacing requirements for “wet stores” in the current use district (General Retail – 4C) is 200 feet from schools and churches (measured from property line to property line). A conditional use permit is necessary since the subject property is only 71.36 feet from an elementary school located directly to the west (Jubilee Leadership Academy). Approval of said permit would allow the proposed use.

Recommendation
There was no written or verbal opposition at the Planning and Zoning Commission meeting on February 6, 2020. Planning and Zoning Commission approves this conditional use permit to allow the sale of alcohol for off-premises consumption (Wet Store) in General Retail “J” (4CJ).

Item introduced and passed at First Reading on February 18, 2020. There was no verbal or written opposition.
# Conditional Use Permit Application

<table>
<thead>
<tr>
<th>Wet Stores</th>
<th>Wet Restaurants</th>
<th>Liquor Store</th>
<th>Bars</th>
</tr>
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<tbody>
<tr>
<td>□ Less than 500 sq. ft. ...$1,000.00</td>
<td>□ Less than 750 sq. ft. ...$1,000.00</td>
<td>□ $2,500.00</td>
<td>□ $4,000.00</td>
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<td>□ More than 500 sq. ft. ...$2,500.00</td>
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- Planning and Zoning Commission
  - □ City Commission

**Tentative Date:**

- Tentative Date:

---

**Project Tax ID #:**

02-7938-0040-0970-00

**Project Address:**

4200 JAIME J. ZAPATA AVENUE SUITES 12, 13, 18

**Subdivision:**

LOMAS DE BOSQUE SUBD. SEC. 1, BLK 4, LOT 97 (CAB 15 LOT 2296-A CCMR)

**Lot(s)/Block:**

LOT 97 BLOCK 4

**Gross Acreage:**

0.85 ACRES

**Current Zoning:**

4CJ

**Overlay District:**

N/A

**Nearest School:**

JUBILEE LEADERSHIP ACADEMY

**Nearest Church:**

MINISTERIO RESTAURACION Y PODER

**Nearest Park:**

ERNESTO GOMEZ CASCADE PARK

---

* If property is not subdivided need to provide survey map and/or meters and bounds description.

* If the application is signed by the representative we need a notarized authorization letter from the owner.

---

### Owner/Company Information

- **Name:** Robin Dale Apartment Trust
- **Address:** 4200 Jaime J. Zapata Suite 117
- **City:** Brownsville
- **State:** Texas
- **Zip Code:** 78521
- **Telephone:** 956-543-3691
- **Fax:** 956-541-7818
- **Email:** frank.carriaga@SolideStructures.org
- **Signature:** [Signature]

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

---

### Representative/Agent Information

- **Name:** Raúl C. Santiago
- **Address:** 2412 Swallow Avenue
- **City:** McAllen
- **State:** Texas
- **Zip Code:** 78504
- **Telephone:** 956-467-8700
- **Fax:** None
- **Email:** rsantiago@rgvrit.com
- **Signature:** [Signature]

---

**Office Use Only**

- **Date Submitted:** 1/13/20
- **Code:** ZN31
- **Application Fee:** $2,500.00
- **Case Number:** 235-2020-601-CU

---

**1034 E. Levee Street 2nd Floor • City Plaza • Brownsville, Texas 78520**

PHONE (956) 548-6150 • FAX (956) 548-6144

Form-04-1003U
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 grant a conditional use permit to allow a wet store for Lot 97, Block 4, Section I of Lomas Del Bosque Subdivision, Cameron County, Texas, located at 4200 Jaime J. Zapata Avenue, Brownsville, Texas 78521, as shown in Exhibit “A”; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

Section 2. That all provisions of Sections 180 through 221 of the City Zoning Ordinance are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.


(SEAL)

BY: __________________________
Juan “Trey” Mendez
Mayor

ATTEST: _________________________
Griselda Rosas
Interim City Secretary
City of Brownsville
Zoning Map

Use Districts

ZONING
- Dwelling
- Dwelling/Retail
- Apartment
- Professional Office
- Light Retail
- Medium Retail
- General Retail
- Light Commercial
- Medium Commercial
- Light Industrial
- Medium Industrial
- Heavy Industrial
- Specific Use Permit

EXHIBIT “A”
Conditional Use Permit

Case # 235-2020-601-CU
Robindale
Apartment Trust

Current Zoning:
General Retail "J"

Proposed Use:
Wet Store
City of Brownsville

FUTURE LAND USE PLAN

DISTRICTS NAME
- Core Central
- Core East
- Core West
- Downtown Enterprise
- Downtown Riverside
- Emerging City Central
- Emerging City East
- Emerging City West
- Employment Hub
- Future Employment Hub
- Reserve Future City
- Transition Central
- Transition East
- Transition West
- Water Management

CORRIDORS
- Gateway Corridor
- Linkage Corridor
- Loop Corridor
- Town Corridor

NODES NAME
- Downtown Node
- Primary Regional Node
- Secondary Regional Node
- Sub Regional Node

Zoning Case No.
235-2020-601-CU
Case No. 235-2020-601-CU

Owner: Cameron County

BLK 2 WENTZ SUBDIVISION 8.6750 ACRES OUT OF 20.00 ACRES (78-6740-0020-0000-00)
### A. Application Information

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<tr>
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### B. Application Type/Background

The applicant is requesting a conditional use permit to allow the sale of alcohol for off-premises consumption (Wet Store) in General Retail “J” (4CJ).

### C. Subject Property

The subject property is located on Lot 97, Block 4, Section I of Lomas Del Bosque Subdivision, Cameron County, Texas, located at 4200 Jaime J. Zapata Avenue, Brownsville, Texas 78521. The property is fronting Jaime J. Zapata Avenue and Robindale Road, a Collector Roadway and Secondary Arterial Roadway respectively. Single family dwelling is the predominant existing land use within the subject property’s immediate area. The subject property is located within Brownsville Public Utility Board’s (BPUB) water service area #1, which has several projects planned in 2020 including a new transmission main from Water Treatment Plant No.2 and improvements to 2 lift stations (LS 106 and LS 120) within a 4 mile radius of the subject property.

Existing land uses abutting the subject property are identified below and illustrated in Figure 2.

- North: Undeveloped Land, Single Family Dwelling, and Industrial Development
- East: Single Family Dwelling
- South: Undeveloped Land and Single Family Dwelling
- West: Single Family Dwelling, Civic Institution, and Commercial Business

**Figure 1: Existing Zoning Map**

The following map illustrates existing zoning of the subject property and properties within the immediate area.

- North: Dwelling (D), Light Commercial (5C), and Medium Industrial (8C)
- South: Dwelling (D) and General Retail (4C)
- East: Dwelling (D), Apartment (A), General Retail (4C), Medium Commercial (6C), and Medium Industrial (8C)
- West: Dwelling (D), Apartment (A), and General Retail (4C)
Figure 2: Existing Land Use Map
The following map illustrates existing land uses surrounding the subject property.
A review of the adopted City of Brownsville Comprehensive Plan and its Future Land Use Plan indicates that the subject property is located within the Transition Central District. The Transition Central District is comprised of mostly residential land with a mix of other uses. Residential uses should have a density of 2 dwelling units per acre and consist primarily of single family dwellings. Commercial uses should be neighborhood and service oriented, and industrial uses could include both light and medium industry and warehousing. It is the opinion of the staff that the request is consistent with the Comprehensive Plan and Future Land Use Plan.

**Figure 3: Future Land Use Map (Transition Central District)**

The following map illustrates the Future Land Use Map. The subject property is within the Transition Central District.
E. Review Criteria

*Is the proposed amendment consistent with all applicable provisions of the Comprehensive Plan and Future Land Use Plan?*

It is the opinion of staff that the request is consistent with the goals, objectives, and policies of the Comprehensive Plan and Future Land Use Plan.

*Will the proposed district amendment be compatible with the character of the existing land uses in the adjacent and surrounding area and the peculiar suitability of the property for the proposed zoning use?*

The area surrounding the subject property is developed primarily of single family dwelling. It is the opinion of staff that the proposed zoning/use would generally be compatible.

*Will the proposed amendment result in significant or burdensome demands on existing public facilities?*

It is the opinion of staff that the proposed zoning/use would not create significant or burdensome demands on public facilities such as water, wastewater, or transportation.

*Will the proposed amendment result in logical, timely and orderly development patterns that preserve the value of existing development?*

It is the opinion of staff that the proposed zoning/use would generally complement existing development and would not have adverse impacts on the area.

F. Staff Recommendation

Based upon the analysis presented in this report and based on observations from the Planning and Development Services Department, staff recommends to support this conditional use permit to allow the sale of alcohol for off-premises consumption (Wet Store) in General Retail “J” (4CJ).
**AGENDA ITEM**

**EXECUTIVE SESSION (City Attorney Only)**

**Time Needed:**

**Action Item:**

**AGENDA**

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<td>Action</td>
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<td>✔</td>
<td>Consent</td>
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**Ordinance**

- ☐ First Reading
- ✔ Second Reading

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

APPROVAL on SECOND and FINAL READING on ORDINANCE NUMBER 235-2020-901: To rezone from Dwelling “Z” (DZ) to Light Commercial “G” (5CG) for Lots 2, 3, and 4, Block 302, El Jardin Re-Subdivision, Cameron County, Texas, located near the intersection of Southmost Road and South Indiana Avenue, Brownsville, Texas 78521, as shown in Exhibit "A", (District 1).

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

<table>
<thead>
<tr>
<th>City Attorney</th>
<th>Date Reviewed:</th>
<th>By:</th>
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**City Commission**

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**Assistant City Manager**

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<th>Yes</th>
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**Deputy City Manager**

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<th>No</th>
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**City Manager’s Approval**

<table>
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<tr>
<th>Signature:</th>
<th>Date:</th>
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Revised 3/2019
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Rick Vasquez, Planning & Redevelopment Services Department Director
Date: March 3, 2020

RE: APPROVAL on SECOND and FINAL READING on Ord. No. 235-2020-901

Purpose
This is a City Initiated Case to change the Use and Area District designation for Lots 2, 3, and 4, Block 302, El Jardin Re-
Subdivision, Cameron County, Texas, located near the intersection of Southmost Road and South Indiana Avenue, Brownsville, Texas 78521. The City requests to rezone the subject property from Dwelling “Z” (DZ) to Light Commercial “G” (5CG) to maximize the permissible area of construction and for the purpose of establishing a tactical training facility for law enforcement entities.

<table>
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<th>Area District “G” (Commercial)</th>
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<td>6,000 sq. ft.-Minimum Lot Size</td>
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<td>30 ft.-front setback</td>
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<tr>
<td>5.5 ft.-lateral setback</td>
<td>3.5 ft.-lateral setback</td>
</tr>
<tr>
<td>25 ft.- rear setback</td>
<td>3.5 ft.-rear setback</td>
</tr>
</tbody>
</table>

Property Analysis
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 Emerging City East District and Loop Corridor. The request is consistent with the Future Land Use Map.

Background
The subject property is currently site of the Brownsville Police Department shooting range which was recently annexed into city limits. A zoning change is necessary since all properties annexed into the city are automatically assigned a Dwelling “Z” (DZ) zoning designation. This classification would only allow a single-family residence to exist on the property. Additionally, due to the expansion and progression towards a more specialized use of the current facilities, a Light Commercial “G” (5CG) zoning designation would be more suitable.

Recommendation
There was no written or verbal opposition at the Planning and Zoning Commission meeting on February 6, 2020. Planning and Zoning Commission approves this rezoning from Dwelling “Z” (DZ) to Light Commercial “G” (5CG).

Item introduced and passed at First Reading on February 18, 2020. There was no verbal or written opposition.
AN ORDINANCE AMENDING THE “CITY ZONING ORDINANCE” BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

WHEREAS, this ordinance is in accordance with the City’s comprehensive plan; is consistent with the existing zoning surrounding the area to be rezoned; and bears a substantial relationship to the public health, safety, morals or general welfare; and all procedural requirements for the passage hereof have been met;

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the “City Zoning Ordinance” by amending the Official Zoning Atlas so to rezone from Dwelling “Z” (DZ) to Light Commercial “G” (5CG) for Lots 2, 3, and 4, Block 302, El Jardin Re-Subdivision, Cameron County, Texas, located near the intersection of Southmost Road and South Indiana Avenue, Brownsville, Texas 78521, as shown in Exhibit “A”; the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

Section 2. That all provisions of Sections 180 through 221 of the City Zoning Ordinance are incorporated herein by reference and declared to be a part hereof; and that this ordinance shall become effective on the earliest date allowed by law.


(SEAL)

BY: ______________________________
Juan “Trey” Mendez
Mayor

ATTEST: _________________________
Griselda Rosas
Interim City Secretary
EXHIBIT “A”

Rezoning Request:

Case # 235-2020-901
City Initiated

Current Zoning: Dwelling "Z"

Proposed Zoning: Light Commercial "G"
Case No. 235-2020-901

Owner: Cameron County

BLK 2 WENTZ SUBDIVISION 8.6750 ACRES OUT OF 20.00 ACRES (78-6740-0020-0000-00)
### A. Application Information

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<td>Number of Public Notice Letters:</td>
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### B. Application Type/Background

The applicant is requesting a rezoning from Dwelling “Z” (DZ) to Light Commercial “G” (5CG).

### C. Subject Property

The subject property is located on Lots 2, 3, and 4, Block 302, El Jardin Re-Subdivision, Cameron County, Texas, located near the intersection of Southmost Road and South Indiana Avenue, Brownsville, Texas 78521. The property is fronting Southmost Road, a Primary Arterial Roadway. Undeveloped land is the predominant existing land use within the subject property’s immediate area. The subject property is located within Brownsville Public Utility Board’s (BPUB) water service area #2, which has several projects planned in 2020 including a new transmission main on FM 511 and improvements to 1 lift station (LS 106) within a 4 mile radius of the subject property.

Existing land uses abutting the subject property are identified below and illustrated in Figure 2.

- North: Undeveloped Land and Single Family Dwelling
- East: Undeveloped Land
• South: Undeveloped Land
• West: Undeveloped Land and Single Family Dwelling

**Figure 1: Existing Zoning Map**

The following map illustrates existing zoning of the subject property and properties within the immediate area.

• North: Extraterritorial Jurisdiction (ETJ), Dwelling (D), and General Retail (4C)
• South: Extraterritorial Jurisdiction (ETJ) and Dwelling (D)
• East: Extraterritorial Jurisdiction (ETJ), Dwelling (D), and General Retail (4C)
• West: Extraterritorial Jurisdiction (ETJ) and Dwelling (D)
Figure 2: Existing Land Use
The following map illustrates land uses surround the subject property.
A review of the adopted City of Brownsville Comprehensive Plan and its Future Land Use Plan indicates that the subject property is located within the Emerging City East District and Loop Corridor. According to this plan, the Emerging City East District is split between residential and non-residential uses, and a greater degree of flexibility is allowed. Residential uses should primarily be single family homes and some agricultural/ranch properties and should have an average density of 1 dwelling unit per acre.

The Loop Corridor is commercial, but a healthy mixture of residential, institutional, industrial, and community facility land uses are also permitted. Residential uses should be an average of 4 dwelling units per acre, primarily in the form of single family dwellings and attached apartment houses. It is the opinion of the staff that the request is consistent with the Comprehensive Plan and Future Land Use Plan.

**Figure 3: Future Land Use Map**

The following map illustrates the Future Land Use Map. The subject property is within the Emerging City East District and Loop Corridor.
**E. Review Criteria**

*Is the proposed amendment consistent with all applicable provisions of the Comprehensive Plan and Future Land Use Plan?*

It is the opinion of staff that the request is consistent with the goals, objectives, and policies of the Comprehensive Plan and Future Land Use Plan.

*Will the proposed district amendment be compatible with the character of the existing land uses in the adjacent and surrounding area and the peculiar suitability of the property for the proposed zoning use?*

The area surrounding the subject property is developed primarily of undeveloped land. It is the opinion of staff that the proposed zoning/use would generally be compatible.

*Will the proposed amendment result in significant or burdensome demands on existing public facilities?*

It is the opinion of staff that the proposed zoning/use would not create significant or burdensome demands on public facilities such as water, wastewater, or transportation.

*Will the proposed amendment result in logical, timely and orderly development patterns that preserve the value of existing development?*

It is the opinion of staff that the proposed zoning/use would generally complement existing development and would not have adverse impacts on the area.

**F. Staff Recommendation**

Based upon the analysis presented in this report and based on observations from the Planning and Redevelopment Services Department, staff recommends to support this rezoning from Dwelling “Z” (DZ) to Light Commercial “G” (5CG).

AGENDA ITEM

EXECUTIVE SESSION (City Attorney Only)

Time Needed: 

Action Item: 

AGENDA ITEM COMMISSION MEETING DATE 03/03/20

SELECT 

AGENDA 

□ Public Hearing 
□ Action 
□ Consent 

□ First Reading 
□ Second Reading 

INFORMATION: Please include additional information/request.

Consideration and ACTION to approve the Historic Preservation Plan schedule A.

REVIEWING DEPARTMENTS: Please review and forward to the next reviewing department in a timely manner.

City Attorney
Date Reviewed: 
By: 
Comments: 

Finance Department
Date Reviewed: 
By: 
Comments: 

CITY COMMISSION

Approved: □ Yes □ No
Date: 
Initials: 
Date: 

Assistant City Manager

Approved: □ Yes □ No
Date: 
Initials: 
Date: 

Deputy City Manager

Approved: □ Yes □ No
Date: 
Initials: 
Date: 

CITY MANAGER’S APPROVAL

Signature: 
Date: 

TO: Noel Bernal, City Manager
FROM: Rick Vasquez, Planning & Redevelopment Dept.
SUBJECT: Historic Preservation Plan schedule A
DATE: 2/28/2020
THROUGH:

5HYLVHG
TO: Noel Bernal, City Manager  
FROM: Rick Vasquez, Planning & Redevelopment Dept.  
SUBJECT: Historic Preservation Plan schedule A  
DATE: 2/28/2020  
THROUGH:  

AGENDA ITEM  

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Information: Please include additional information/request.

Consideration and ACTION to approve the Historic Preservation Plan schedule B.

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

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Revised 3/2019
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Consideration and ACTION to approve the Historic Preservation Plan schedule C.

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Deputy City Manager

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Revised 3/2019
TO: Noel Bernal  
FROM: Ramiro Gonzalez  
SUBJECT: Gladys Porter Zoo MOU  
DATE: 2/18/2020  
THROUGH:  

AGENDA ITEM COMMISSION MEETING DATE 03/03/20

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

Consideration and ACTION on a Memorandum of Understanding (MOU) between the City of Brownsville (COB) and the Gladys Porter Zoo for Otterbahn Exhibit, in the amount of $250,000.

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

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**City Manager’s Approval**

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To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Ramiro Gonzalez, Director of Government and Community Affairs

Date: February 18, 2020

RE: Consideration and ACTION on Memorandum of Understanding (MOU) between the City of Brownsville and Gladys Porter Zoo for Otterbahn Exhibit in the amount of $250,000.

Background
The City of Brownsville (COB) included in its fiscal year 2020 Capital Improvement Program (CIP) Facilities Improvement Plan a $250,000 expenditure for the OtterBahn Exhibit at the Gladys Porter Zoo. The proposed Memorandum of Understanding (MOU) is to solidify that commitment.

Agenda Item:
Approval of MOU between COB and Gladys Porter Zoo for Otterbahn Exhibit.

Staff Recommendation
Staff recommends approval.
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BROWNSVILLE (COB) AND THE GLADYS PORTER ZOO
OTTERBAHN EXHIBIT

WHEREAS, the City of Brownsville and the Gladys Porter Zoo have a long standing relationship since its opening on September 3, 1971; and

WHEREAS, The zoo buildings and land are owned by the City of Brownsville, but the animal collection is owned by the Valley Zoological Society, a non-profit organization chartered by the State of Texas.; and

WHEREAS, The zoo's animals, which include a large collection of endangered species of birds, reptiles, and mammals, total nearly 1,600 and include about 330 species of mammals, reptiles, amphibians, birds, invertebrates, and fish; and

WHEREAS, The zoo is divided into four main sections: Africa; Asia; Indo-Australia; and, South America. Accordingly, most animals are housed according to their geographic origin. Small World houses a collection of small animals of particular interest to children; and

WHEREAS, the City of Brownsville supports the creation of the Otterbahn Exhibit; and

NOW, THEREFORE, City of Brownsville agrees to:

1. $250,000 contribution for the construction of the Otterbahn Exhibit
2. Gladys Porter Zoo will manage all construction activity

City of Brownsville

By: ___________________________ Date: __________
Mayor Trey Mendez

Gladys Porter Zoo

By: ___________________________ Date: ______________
Pat Burchfield
**Executive Session (City Attorney Only)**

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

Consideration and ACTION to award a contract for Gladys Porter Zoo Master Plan to PJA Architects, in the amount of 217,485.00.

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

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**Deputy City Manager**

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To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Ramiro Gonzalez, Director of Government and Community Affairs

Date: February 18, 2020

RE: Consideration and Action to award a contract for Gladys Porter Zoo Master Plan to PJA Architects in the amount of $217,485.00

Background
The City of Brownsville (COB) and Gladys Porter Zoo (GPZ) are undertaking a Master Plan process to identify and prioritize future needs for GPZ. This professional service was included in the fiscal year 2020 Capital Improvement Program (CIP) Facilities Improvement Plan.

An RFQ was released by the Procurement Services Division and there were five (5) responses to the RFW. A Committee was created composed of both COB Staff, Zoo Staff and Board Members to analyze qualifications. Two (2) firms were selected for an interviews. The Committee agreed after interviewing that PJA Architects was the highest qualified firm.

Agenda Item:
Approval of Design Services Contract in the amount of $217,485.00 plus reimbursable expenses.

Staff Recommendation
Staff recommends approval.
This Agreement is entered into as of March 3, 2020 between The City of Brownsville, Texas, collectively hereinafter referred to as ("CITY") and PJA Architects & Landscape Architects, P.S. hereinafter referred to as ("CONTRACTOR").

1. Documents
(a) The following documents (collectively, "Contract Documents") are hereby incorporated into and made part of this Agreement.
   i. Scope of Services, Conditions and Additional Services (Exhibit A)
   ii. Term of Agreement (Exhibit B)
   iii. Compensation, Fees and Commissions (Exhibit C)
   iv. Insurance (Exhibit D)

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

3. Independent Contractor; Personnel
(a) Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All Services shall be performed only by Contractor and Contractor’s employees. Under no circumstances shall Contractor, or any of Contractor's employees, seek 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.
The initial contract period shall commence on the date of approval of this agreement by the Brownsville City Commission and shall end or be extended upon the terms specified in Contract Documents "Exhibit B". The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. Compensation.
(a) Contractor agrees that compensation for services shall be as specified in the Contract Documents "Exhibit C". It is acknowledged and agreed by Contractor that compensation as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor's services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
(b) Contractor may submit invoices for compensation no more often than monthly, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Insurance.

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

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

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

7. Termination.

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

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

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

(c) **Cancellation for Non-appropriated Funds.** CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of CITY for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.
(d) Force Majeure. CITY and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

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

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

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

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

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

8. Materiality and Waiver of Breach.

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


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

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

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

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

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

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

(g) Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If
such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:  
PJA Architects & Landscape Architects  
210 3rd Ave. S Suite 2B  
Seattle, WA 98104

If to CITY:  
City of Brownsville  
1001 E. Elizabeth St.  
Brownsville, Texas, 78521

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

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

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

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

CITY OF BROWNSVILLE

Signature: ____________________________
Print Name: __________________________
Title: ________________________________
Date: ________________________________

CONTRACTOR

Signature: ____________________________
Print Name: Patrick Janikowski
Title: President
Date: 02/11/2020
EXHIBIT “A” - SCOPE OF SERVICES, CONDITIONS AND ADDITIONAL SERVICES

The objective of the Master Plan is to create a shared vision and operational roadmap for developing and promoting the zoo as a vibrant conservation education center and valuable community resource with an important and unique animal collection that meets both current and future standards as measured by the community, American Zoological Association (AZA), and the US Department of Agriculture (USDA).

The Scope of Work shall include, at a minimum:

**Task 1. Summary Analysis of Existing Facility**

Consultants will conduct several meetings with Gladys Porter Zoo, City of Brownsville, Zoo Board and Staff to conduct an analysis of:

- Current Programs
- Visitor Amenities
- Visitation/Visitor Profile
- Attendance
- ADA Accessibility
- Existing Concession Operations
- Current Landscaping
- Existing Exhibits
- Animal Care Facilities
- Existing Buildings
- Existing Utilities/Infrastructure
- Current and Future Accreditations requirements

**Task 2: Strategic Development Plan**

- S.W.O.T. analysis
- Market analysis
- Economic impact analysis
- Attendance & operational projections
- Public/private funding partnerships
- Business plan
- Capital Improvement Plan

**Task 3: Master Plan**

- Concept development
- Exhibit plan/organizational theme
- Proposed animal list
- Education interpretive plan
- Visitor amenities & guest services
- Enhancements to landscaping/public pathways including connectivity to facilities outside zoo grounds
- Facility support services
- Traffic, attendance & parking projections
- Visitor circulation plan
- Service & operations plan
- Proposed utilities upgrade

Opinion of probable costs, including inflation
A. DELIVERABLES

1. The consultant team shall hold four (4) workshops and one presentation with the client group in Brownsville, TX. Select members of the planning team will attend workshops as indicated in the schedule itemized above. PJA will attend all workshops and presentation; Zoo Advisors will attend two (2) workshops; Terry O’Connor will attend two (2) workshops. Hanson and SSP will attendance at each workshop for 4 hour duration.

2. The PJA and consultants shall prepare the Final Master Plan Report to include:

- A presentation-quality color-rendered Master Plan.
- One high quality visual rendering per each of three (3) specific projects to be selected by the zoo. Subject for rendering to be selected with client’s input during workshops. Renderings will be of appropriate size and mounted to display boards for use in presentations and master plan document.
- A written Master Plan Report and supporting sketches or diagrams that describe the visitor experience/guest services, landscape enhancements, architectural analysis and recommendations for existing and new structures, services and operations plan, infrastructure improvements, visitor/vehicular circulation plan, animal list, exhibits plan/organizational theme, educational graphics and interpretive recommendations, sustainability recommendations, and facilities enhancement recommendations as itemized in the scope of work (Exhibit A).
- A Phasing Plan showing development over a 10 year period.
- Cost estimate which represents phased improvements and escalation over a 10 year capital plan.
- An appendix to the Master Plan Report to include meeting notes from the workshops and reference data or drawings collected during assessments of existing conditions.
- A Power Point presentation highlighting the master plan concepts and design as well as phasing implementation; if requested.
- The architect will provide one (1) bound set of the Master Plan Document and an electronic copy of all products for reproduction.

3. A written Strategic Development Plan that will include analysis, projections, partnerships, business plan, and capital improvement plan as itemized in the scope of work (Exhibit A). The document will include:

- Dynamic Pro Forma Projection: A multi-year (aligning to the anticipated length of the masterplan) model showing projections for every aspect of the zoological operation, including attendance; membership; on-site spending (e.g. food, gift, experiences, etc.); all other revenue categories; detailed projection of personnel needs (including incremental personnel); all expense categories. In effect, our projection of the holistic impact of the proposed masterplan (as well as any new programs/earned revenue strategies) on the Zoo.
- Business Plan Document: A full written report detailing the adopted strategies, recommendations for admissions and membership price schedules, alignment with the masterplan, incremental personnel needs, phasing of masterplan projects, and economic projections of the Zoo’s future operations.

4. An Optional Economic Impact Study to include:

- A full and independent economic impact study analysis be desired by the client, we offer this scope as an optional addition.
• The basic process of impact calculation is to measure the effect Zoo operations and its visitors have on the local economy, in terms of increased economic activity. To estimate the overall economic impact of the Gladys Porter Zoo, we use input-output ("I-O") methodology. I-O analysis is the standard methodology used by economic developers and governmental agencies to forecast the effects of an economic activity on a particular region. Our I-O analysis will be conducted through the IMPLAN software - the most widely used package for such analyses. IMPLAN uses data to analyze inter-industry relationships to quantify the total impact (in terms of economic output and employment) of an economic event into direct, indirect and induced effects.

• Through our analysis, we categorize the total impact into separate categories in terms of "how" the impact is created vs "what" fields of the supply chain are impacted. First, we identify the various mechanisms to better understand "how" the impact is created: direct, indirect and induced effects. The direct economic effects caused by the Zoo operations are through its payroll and other operational expenses. Indirect economic effects are the economic activity generated by Gladys Porter Zoo's suppliers, as a result of the Zoo's spending. Induced economic effects are understood as the economic activity resulting from the spending of employees. Second, our analysis also breaks the impact figures down by "what" fields of the supply chain are impacted, i.e. impact on regional Employment, Labor Income, Value Added Production and Total Output.

• Moreover, our analysis clearly distinguishes between two concepts, Economic Activity and Economic Impact. While our analysis calculates and reports the overall Economic Activity created by all Zoo operations, i.e. "Economic Activity", we carefully treat the portion of the Economic Activity generated by the Zoo's local vs non-local visitors separately. The total "Economic Impact" is in turn calculated to capture all economic activity in the region initiated by non-local visitors. This economic activity includes operational expenses attributable to non-local visitors combined with non-local visitors' spending on all other tourist activities (lodging, restaurants, retail shopping, etc.) during their visit.

• Our analysis will calculate the activity and impact of the projection of the post-masterplan scenario. Our assessment will also include an analysis of the increase in short term economic impact caused by the increase in construction spending (and its subsequent effect on local industry and employment).

• Our comprehensive approach will yield the following deliverables:
  • Economic Activity of GPZ on the region;
  • Economic Impact of GPZ on the region (of operations and visitor activities separately);
  • Fiscal Impact of GPZ on the region;
  • Breakdown of Regional Impact and Activity by Affected Industries; and,
  • Breakdown of Regional Impact and Activity by Impact Channel (Direct, Indirect, Induced) and by Impact Area (Employment, Labor Income, Value Added, Total Output)

5. Additional products such electronic or static dimensional models, additional renderings, or video simulations will be considered additional services and fees would be negotiated with the client.

EXHIBIT “A”
TERM OF AGREEMENT

Based on the RFP document, we anticipate an approximate duration of 6 months to complete the Master Plan effort or shorter if necessary and we address your attention to the proposed schedule below.

**Notification to Proceed**..........................10 March 2020
(First workshop scheduled two weeks later)
**Workshop I: Data Collection**.........................25-26 March 2020
**Workshop II: Alternative Plans**......................29-30 April 2020
**Workshop III: Consensus Plan**........................10-11 June 2020
**Workshop III: Final Draft Plan**.........................8-9 July 2020
**Presentation Meeting**..................................4 August 2020
**Final Master Plan Report**..............................31 August 2020

The final schedule, milestones, and deliverable dates should be developed during the course of the project in collaboration with the client team and may be revised in order to accommodate unforeseen client needs or delays in review durations.

EXHIBIT “B”
I. Task 1: Analysis
PJA/Hanson/SSP/TOC
PJA ............................................................. $30,000
Hanson ......................................................... $19,800
SSP ............................................................ $8,000
Terry O'Connor Consultants ............................. $3,000
Fees:..................................................................... $60,800

II. Task 2: Strategic Plan Development
Zoo Advisors
Strategic Development Plan & Report . . . . . . . . . . . . . . . . . $35,095
Fees: ..................................................................... $35,095

III. Task 3: Master Plan
PJA/Hanson/SSP/TOI/DCW
PJA .................................................................... $45,500
Hanson ................................................................ $17,200
SSP .................................................................... $15,000
Terry O'Connor Consultants ............................. $8,340
DCW Cost Estimates ........................................ $11,550
Fees: ..................................................................... $97,590

Total Fees: ................................................................ $193,485

IV. REIMBURSABLE EXPENSES (ESTIMATED):
Presentation Printing ................................................ $2,500
Master Plan Printing (5 copies/100 pages) .......... $500
Travel Expenses (15/person trips @$1,500/ trip) . . $21,000
Total Expenses ..................................................... $24,000

Total Fee & Expenses ............................................. $217,485

V. Optional Economic Impact Study ...................... $21,995
Zoo Advisors

Invoices will be submitted monthly based upon percentage of work completed and will include all expenses incurred during that period of time. Workshop expenses are estimated and will include airfare, lodging, meals, and ground transportation for all consultants while traveling for workshops in Brownsville, TX. Travel expenses will be billed as incurred with no mark-up. Miscellaneous expenses include any and all incidental drawing printing and reproduction, materials, postage and delivery, phone/fax, cost of final master plan document reproduction and other communication costs associated with our scope of work.

B. ADDITIONAL SERVICES
PJA does not anticipate any additional services above and beyond those stated above, however, if special Owner requests are identified in the progress of the exhibit design; we will provide an estimate of total cost for each additional services request made by the client. Such additional services might include the following:
• Three-dimensional modeling; computer or physical model.
• Directional and wayfinding graphics package.
• Interpretive and educational program planning
• Transportation engineering and analysis, such as; traffic counts, signal studies, or roadway alignment recommendations.
• Site wide communications system.
• Visitor studies or surveys

C. EXCLUSIONS

Technical services and expenses typically provided by the client include the following and are not included in the base bid proposal:
• Topographical survey, property survey, or platting
• Subsurface utility investigations
• Flood mapping and alterations to FEMA documents if required
• Dredge/fill permitting, Army Corps of Engineers permitting
• Design and permitting of expanded potable water system
• Geotechnical report of site soils for structural and drainage calculations.
• Environmental assessment related services

EXHIBIT “C”
INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the MARKETING AND ADVERTISING SERVICES CONTRACT AGREEMENT and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

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, 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

iii. **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
AGENDA ITEM  COMMISSION MEETING DATE 03/03/20

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

Information: Please include additional information/request.

Consideration and ACTION to award a contract to Megamorphosis Design for Cannery Public Market, in the amount of $52,875.00.

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

City Attorney  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:

TO: Noel Bernal
FROM: Ramiro Gonzalez
SUBJECT: Cannery Public Market
DATE: 2/18/2020
THROUGH:

Rev 3/19
To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Ramiro Gonzalez, Director of Government and Community Affairs

Date: February 18, 2020

RE: Consideration and Action to award a contract to Megamorphosis Design for Cannery Public Market Project in the amount of $52,875.00.

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**Background**

The City of Brownsville (COB), Brownsville Wellness Coalition, and the Food Bank of the RGV entered into a MOU to work on the Cannery Public Market Project located at 7th and Ringgold. This quickly led to an application to the Legacy Foundation for the rehabilitation of building.

The Legacy Foundation has committed $500,000 with the City Commission approving an additional $250,000 to match Legacy’s contribution. City Staff has been working with United States Department of Agriculture (USDA) Wholesale Market Design Division to bring all parties together and agree on a final interior layout plan that work for all parties. Architecture Design Services are now needed to finalize exterior and structural design, but also assemblage of bid documents and specs.

**Agenda Item:**

Approval of Design Services Contract in the amount of $52,875 to Megamorphosis Design for the Cannery Public Market Project.

**Staff Recommendation**

Staff recommends approval.
February 13, 2020

Ramiro Gonzalez  
Director of Government and Community Affairs  
City Manager’s Office  
City of Brownsville  
1001 E Elizabeth St  
Brownsville, TX 78521  
956-548-6007

RE: The Cannery Public Market - City of Brownsville

Dear Mr. Gonzalez,

Thank you for your trust in Megamorphosis. Per your request, we are pleased to present this proposal for the Cannery Public Market project, located at the existing Quonset hut structure at the corner of E. Ringgold and E. 6th St., with a planned project cost of $750,000 that does not include site and landscape work.

Our understanding is this scope of work will fall within the architectural on-call services contract approved by city commission on February 4th. Per the contract, Megamorphosis’s scope of work will cover basic services to include Architectural, Structural Engineering, and MEP Engineering services from Schematic Design through Construction Administration. Per the contract, civil engineering will be by a separate contract. It is our understanding that our scope of work will include an initial opinion of probable cost for site work and landscape design and features so the city can identify and secure additional funding needed for the project.

Per the contract, the fee for Architectural, Structural Engineering, and MEP Engineering services are determined as 7.5% of construction cost. Based on a $750,000 project cost, we assume a $650,000 construction cost, resulting in a fee of $48,750, to be adjusted accordingly if construction cost is increased. The Structural Engineering services will be conducted by Green, Rubiano and Associates, and the MEP Engineering Services will be conducted by Ethos Engineering.

In order to serve the mission of the project and in addition to basic services listed above, we propose additional services described in the fee summary below. Additional services include a 5% coordination markup for Megamorphosis.

Fee Summary:

A. Architectural, Structural Engineering, and MEP Engineering: $48,750

B. Required additional services:
   1) Windstorm certification (by Green, Rubiano & Associates): $2,995
   2) Registered Accessibility Specialist (by Access Solutions): $1,130
   3) Total required additional services $4,125

C. Landscape Design
   1) By SSP Design (reference attachment): $11,815
D. Optional Additional Services:
   1) Interpretive exhibits, wayfinding, and branding
      (by Core Design Studio, reference attachment): $29,925
   2) Public landscape art in conjunction with local artists
      (by Falon Land Studio, reference attachment): $11,745
   3) Total optional additional services: $41,670

In summary, basic services (architectural, structural engineering, and MEP engineering) and required additional services total $52,875.00.
The total of basic services plus all proposed additional services would be $106,360.00.

Exclusions:
The following services (if required) will be paid by the Owner and coordinated by Megamorphosis:
   • Kitchen design
   • Civil Engineering
   • Surveying
   • Security, Surveillance, telephone, data or audio-visual systems
   • Soils Investigation
   • Material Testing during construction
   • Drawing / document reproduction
   • Hazardous materials survey or testing

Hourly Rate Schedule: Compensation for hourly services:
   Principal Architect $135.00/hr
   Licensed Architect $120.00/hr
   Architectural Intern $75.00/hr
   Draftsman $60.00/hr
   Administrative $40.00/hr

We propose reimbursable expenses as defined in AIA Document B101-2007 be billed without any mark up Megamorphosis. Any changes or additions to the Scope of Services for a specific project may result in revisions to the fees listed and shall be negotiated at a later date.

Please feel free to call with any questions or concerns regarding these proposed fees. We thank you again for the opportunity to serve the City of Brownsville and look forward to working with you.

Sincerely,

Jesse Miller, AIA
Standard of Care: In performing professional services, the Principal Architect will use that degree of care and skill ordinarily exercised under similar circumstances by competent licensed Architect in Texas.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects/landscape architects/registered interior designers in Texas.”
333 Guadalupe Street, Suite 2-350, Austin, Texas 78701 512-305-9000.

megamorphosis, inc.
324 West Van Buren    Harlingen, Texas 78550
Phone (956) 428-1779    Fax (956) 425-5886    Email jesse@megamorphosisdesign.net
3 of 3
February 10, 2020

Megamorphosis Architecture  
Attn: Jesse Miller, AIA  
324 W. Van Buren  
Harlingen, TX 78550  
sent via email

Dear Jesse,

Thank you for the invitation to provide a proposal for landscape design and public art strategy for your work on the quonset hut property and adjacent public space in Brownsville. Your ideas for creating a vibrant, connected public space and catalyst project are compelling and we would love to collaborate with you on bringing in landscape elements and public art to enhance the architectural strategies.

We are experts in landscape and urban design placemaking strategies and we strive to create work that honors the beauty and resiliency of the local context. Our practice is based on the belief that a connection to the natural world can be created anywhere. We draw from expertise in visual art, environmental science, and urban design to create landscapes where people can experience a meaningful connection with the natural world and their community. We believe the results create a greater level of empathy and a stronger social fabric.

I have included a fee proposal for the proposed scope of services for consideration. I look forward to discussing this with you. Thank you, again, for the opportunity to collaborate.

Falon Mihalic, PLA
LANDSCAPE ARCHITECTURE: FEE AND SCOPE OF WORK

Proposed scope of work is based on our current project understanding for landscape architecture design and public art services for the combined outdoor and plaza spaces.

$6,500 Phase 1. Integrated Landscape and Public Art Schematic Design. In collaboration with Megamorphosis and the project team, develop layout and schematics for exterior landscape and public art elements. Schematic design includes analysis of micro-climates, site access, and two on-site meetings in Spring 2020. Deliverables: Schematic Site Plan with details and enlargements as necessary. Additional drawings to convey landscape strategies, artistic opportunities, site access and outdoor use strategies as needed.

$4,685 Phase 2. Public Art Management for Community Art Create community art opportunities to activate the public space with temporary and/or permanent public art installations and community-based cultural events. Manage artists, fabricators, and cultural producers as needed. Deliverables: TBD in consultation with project team

$11,185 Total Proposed Fee

FEE SCHEDULE
Standard billing rates for design services apply for construction administration, supplemental services or any additional services outside the contracted scope of work:

- Principal Landscape Architect: $135/hr
- Associate Designer: $60/hr
- Junior Designer: $30/hr

NOTE
Design fee, scope of work, and fee schedule herein are provided for informational purposes only. This information does not constitute a contract.
FIRM OVERVIEW

Falon Land Studio is a landscape architecture and public art firm. Founded by licensed landscape architect and artist, Falon Mihalic, the work of Falon Land Studio merges the fields of landscape architecture, interactive public art, and urban design to connect people to nature and their community. Falon Land Studio works with architects, community groups, and non-profit organizations to design resilient landscapes, site-specific artwork, and master plans. With every project, we listen intently to our clients and collaborators to design places that fulfill human needs while being ecologically robust and artistically inspiring.

FIRM CERTIFICATIONS

- Registered landscape architecture business in Texas and Florida
- Historically Underutilized Business, Certified Woman-Owned Enterprise, State of Texas
- Certified Small Business with Hire Houston First. Houston, Texas

RELEVANT PROJECTS

In progress
- Avenue CDC Multifamily Housing Project Landscape. Houston, TX
- Metropolitan Transit Authority Texas Med Center Plaza. Houston, TX
- River Oaks Place Community Masterplan. Houston, TX
- Historic Market Square Park Public Art Commission. Downtown Houston. TX

Completed
- Townhouse Pocket Park. Enterra Homes. East End. Houston, TX
- St. George Island Resort Village Pool Landscape. St George, FL
- Atkinson Elementary Playground. Pasadena, TX
- Canyon Gate at the Brazos Community Entry Landscape. Richmond, TX
- Gulfton Community Park Master Plan. Houston, TX
- NW Chamber of Commerce Landscape. Cypress, TX
- Bob Bryant Park Arts and Culture Walk. Bastrop, TX
- Residential Gardens, various. Texas, Florida, and Illinois
ABOUT THE TEAM

FALON MIHALIC
PRINCIPAL
Licensed Landscape Architect
Texas #3082
Florida #6667155
Illinois #157001498

Falon is a landscape architect, urban designer, and interdisciplinary artist. Her work is focused on creating ecological awareness and community connection through designed landscapes and public art projects. Prior to founding Falon Land Studio, she practiced as a landscape architect at Sasaki Associates where she was the Lead Designer for the Arlington National Cemetery Expansion Project, and a project designer for campuses, urban plazas, and landscape masterplans. A Florida panhandle native, she has a deep knowledge of the plants, climate, and bioregions of the Gulf Coastal Plain.

- 2012 Master of Landscape Architecture, Rhode Island School of Design. Providence, RI
- 2006 Bachelor of Arts, Natural Sciences, New College of Florida. Sarasota, FL

GRAHAM COREIL-ALLEN
COLLABORATOR

Graham collaborates on urban placemaking and walkable urban design. Graham works to make cities more inclusive and livable through public art and civic engagement. He has a BA from New College of Florida and an MFA from Maryland Institute College of Art. To date, Graham and Falon have designed three public art and civic engagement projects as a collaborative team.

FUKO NARA
DESIGNER

Fuko is dedicated to a high degree of craft and precision in all of her work. Fuko’s role is focused on developing 3D models, illustrative drawings, and construction document production for the studio’s varied projects. Additionally, she works on sculpture and installation production for public art commissions. She is currently studying Architecture at the University of Houston.
Civic Projects. Concept Designs for Public Parks in Houston and Bastrop, Texas
Houston METRO Transit Medical Center Plaza Site Improvements Project in progress 2019- present
Field Elementary School Nature Playground
Houston Heights Neighborhood
Houston, Texas
2017-present
Phase One completed Spring 2019
Climate Pulse - a weather responsive sculpture
Temporary Public Artwork in Emancipation Park
Winter 2018
Funded by the Houston Mayor’s Office for Cultural Affairs and the Houston Arts Alliance
Playshapes- an interactive artwork for kids
East End Esplanade
Summer 2018
Funded by the Kaboom Foundation and produced in partnership with the East End Foundation
Esquina de Musica Interactive Playspace and Community Art Project
Leonel Castillo Community Center
Houston, Texas
2018
<table>
<thead>
<tr>
<th>DATE</th>
<th>February 11, 2020</th>
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<tbody>
<tr>
<td>CLIENT</td>
<td>megamorphosis</td>
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<tr>
<td>PROJECT</td>
<td>Cannery Public Market Brand Development / Experiential Graphic Design</td>
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### PROJECT OVERVIEW

Develop a visual brand for Cannery Public Market that is integrated throughout site and building. Brand integration to include signage, wayfinding, environmental graphics and experiential enhancements.

### PROCESS/ DELIVERABLES

<table>
<thead>
<tr>
<th>1. PROGRAM VERIFICATION / CONCEPT PHASE</th>
<th>$ 6,000</th>
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<tbody>
<tr>
<td>Define and develop project scope of complete brand as related to wayfinding program, entry/building signage, and environmental / artistic enhancement graphics. Identify additional considerations that will influence design and appearance, such as site and building history, community, building flow, material finishes, landscape design, lighting, ADA fonts and symbols, and overall visitor experience.</td>
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<td>Deliverables: Set of Interior + Exterior Location Plans and Message Schedule with type of signage and/or elements. Concept package to include preliminary precedent example imagery and concepts of brand integration.</td>
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<th>2. SCHEMATIC DESIGN / BRAND DEVELOPMENT</th>
<th>$ 12,000</th>
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<tr>
<td>Present 3 visual concepts for brand, typography, preliminary sign types (family), material selections, color, and other environmental/ artistic enhancements. Review any special considerations influencing design and content and its integration into building such as power/ data requirements and any necessary changes to construction documents. Ensure all proposed elements are up to COB Building Code and ADA standards. All concepts to take into consideration budget for project.</td>
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<tr>
<td>Deliverables: Brand development package, SD concept signage drawings, including updated Interior + Exterior Location Plans, environmental graphics/artistic enhancements and proposed material selection. Sign types to include, but not limited to: Exterior/Entry, Building Signage, Parking, Restrooms, any Donor Recognition, Room Identification (if needed), Office ID (if needed), Occupancy Load, any ADA Compliancy, etc.</td>
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3. DESIGN DEVELOPMENT
Refine complete family of signage, and environmental/artistic enhancements based on approved Schematic Design direction. Review updated Interior + Exterior Location Plans with building details and site conditions. Propose positioning and mounting methods for all elements. Identify third party vendors for signs requiring permitting and coordination with building structural or electrical systems.

Deliverables: Preliminary DD signage drawings, including updated Interior + Exterior Location Plans and Message Schedule, annotated with specific installation or building/site coordination considerations, and final material selections. Final Brand/logo package (digital native files) with typography, colors and any additional art components.

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<tr>
<th>3. DESIGN DEVELOPMENT</th>
<th>$7,000</th>
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4. CONSTRUCTION DOCUMENTS
Develop simplified construction documents based on approved design direction for issue to third party vendors.

Deliverables: Digital construction documents, including drawings and specifications; final location plans and estimates. Does not include permits.

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<tr>
<th>4. CONSTRUCTION DOCUMENTS</th>
<th>$2,000</th>
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5. TRAVEL/ INCIDENTALS

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<th>5. TRAVEL/ INCIDENTALS</th>
<th>$1,500</th>
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TOTAL: $28,500*

A schedule will be created based on feedback from this estimate.

- Design fully ADA-compliant signage, and other graphic and/or elements, including mechanical or digital interactive components.
- Develop durable signage resistant to fading, chipping, scratching, consistent with locations in both sun and shade and near water.
- Develop secure attachment details consistent with current design of railings, barriers, architectural details and materials.
- Will co-ordinate with General Contractor and/or Architect for local vendors for Signage/Permitting.
- Provide working files and brand standards for all signage upon completion of project.
- Work within budget parameters and timeline outlined in project.
- Provide copyright free brand elements/simple guidelines for Cannery Public Market in various digital formats. Client will have full ownership rights to the logo(s) and brand elements, and rights to use anytime, anyplace in perpetuity.

* The general conditions of the Architectural services agreement (megamorphosis) with the Owner shall extend to these services.
Land speculators John and Augustus Allen envisioned a "great interior commercial emporium of Texas" along the waters of Buffalo Bayou. A key feature of their plan was a gridwork of streets oriented not to the points of a compass, but to the contours of the bayou connecting commerce to the Gulf of Mexico.
THE CANNERY
BROWNSVILLE, TEXAS

A Proposal
For

Landscape Design Services

Prepared For
megamorphosis
ARCHITECTURE & INTERIOR DESIGN 956.428.1779

Prepared By

SSP Design

789 East Washington Street
Brownsville, Texas 78520
www.sspdesign.com

February 2020
February 11, 2020

Mr. John Pearcy, AIA
Megamorphosis, Inc.
324 West Van Buren
Harlingen, TX 78550

Dear Mr. Pearcy:

RE: The Cannery – Landscape Design

Brownsville, Texas

Thank you for the ‘request for proposal’ for the provision of landscape design services for the proposed Restoration and Adaptive Re-Use of the historic Quonset Hut in Brownsville, Texas.

SSP Design has been working in the Rio Grande Valley for more than twenty years on a variety of projects including educational facilities, medical facilities, municipal buildings, civic centers, performing arts centers, worship buildings, and campuses, master planned communities, commercial projects, streetscapes, parks and recreation, and resorts. We operate from an office in Brownsville and use a joint-venture office in Dallas for support and specialist services.

With our experience working with the City of Brownsville on historic renovations and our local knowledge of ordinances, climate, and plant material we are confident we can contribute and work successfully with your design team. We welcome further discussions after review of this initial proposal and look forward to the possibility of working with you.

Thank you again for your consideration.

Sincerely,

S. Scott Pajek, ASLA
Director
SCOPE OF WORK

Schematic / Design Development
1. Site plan review/options for compliance with local code/ordinance
2. Schematic / design development plans indicating overall landscape character
3. Review meetings with Owner/design team

Detail Landscape Design
1. Preparation of tree survey/preservation plan if required
2. Preparation of detailed landscape plans
3. Preparation of landscape schedules and details
4. Preparation of construction specifications
5. Review meetings with owner and design team

Detail Irrigation Design
1. Preparation of detailed irrigation plans
2. Preparation of irrigation details and construction specifications
3. Review meetings with owner and design team

Construction Administration
1. Bidding, negotiation, and contractor selection
2. Submittal reviews
3. Construction observation and punch lists
DESIGN FEES

Fees are based on scope of work above and design requirements to meet City of Brownsville Landscape Ordinance. We have prepared a preliminary budget estimate as follows:

<table>
<thead>
<tr>
<th>Service</th>
<th>Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Irrigation</td>
<td>$19,000</td>
</tr>
<tr>
<td>Lawns/Sod/Hydomulch</td>
<td>$12,000</td>
</tr>
<tr>
<td>Landscape Planting</td>
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</tr>
<tr>
<td>Paving/Hardscape</td>
<td>$75,000</td>
</tr>
<tr>
<td>Landscape Materials</td>
<td>$15,000</td>
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<tr>
<td>Site Furnishings</td>
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</tr>
<tr>
<td><strong>Estimated Budget</strong></td>
<td><strong>$161,000</strong></td>
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</tbody>
</table>

The following is a breakdown of fees:

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
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</thead>
<tbody>
<tr>
<td>Schematic Landscape Design</td>
<td>$1,750</td>
</tr>
<tr>
<td>Detail Landscape Design</td>
<td>$5,500</td>
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<tr>
<td>Detail Irrigation Design</td>
<td>$1,500</td>
</tr>
<tr>
<td>Construction Administration</td>
<td>$2,500</td>
</tr>
<tr>
<td><strong>Estimated Design Fee</strong></td>
<td><strong>$11,250</strong></td>
</tr>
</tbody>
</table>

Notes:  
1. Owner to provide topographic survey including existing vegetation  
2. Change of scope or significant budget increases will require a renegotiated fee or additional services using hourly rates.

SSP Design hourly rates are as follows:

<table>
<thead>
<tr>
<th>Role</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$150.00/hr</td>
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<tr>
<td>Project Director/Manager</td>
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<td>Project Designer-I</td>
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</tr>
<tr>
<td>Project Designer-II</td>
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<td>Drafting</td>
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<tr>
<td>Administrative</td>
<td>$35.00/hr</td>
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CONDITIONS OF ENGAGEMENT

SSP follows the conditions and practices of the American Society of Landscape Architects (ASLA). S. Scott Pajeski would be responsible for project management and schematic design. John Wingfield will be responsible for irrigation design. Patrick McCauley and Scott Pajeski will carry out all detail landscape design and construction administration. SSP utilizes AutoCAD R2019 for all design documentation. All drawings will be submitted both in hard copy and digital formats (pdf). Invoices will be submitted monthly on a percentage of work complete. Invoices are due on receipt.

We welcome further discussions once you have reviewed this initial proposal and look forward to working with your design and team. If the above scope of work, design fees and conditions are acceptable, please sign and return fax to initiate work.

Sincerely,

SSP Design, LLC

S. Scott Pajeski, ASLA
Director

Megamorphosis, Inc.

John Pearcy, AIA
Principal
S. Scott Pajeski, ASLA
Director

Education
Texas A&M University, College of Architecture and Environmental Design, College Station – B.S. Landscape Architecture
Italian Design Program, Florence, Italy

Experience & Qualifications
During the past thirty years, Scott has worked professionally as a resident in more than seven countries and has participated in projects in more than twenty countries worldwide. Projects have included some of the world’s largest infrastructure developments as well as exclusive resort, residential, commercial, open space and parks master plans. Design, documentation, and administration have been accomplished working with both local and international multi-disciplinary teams.

Scott has worked with several internationally renown design firms including Belt Collins & Associates in Hawaii, M&SF in Finland, and EDAW Inc. in Australia. He has been consulting privately as SSP for over twenty years in the US and has designed and implemented projects in Texas, Louisiana, Florida, Hawaii, New York, and Massachusetts.

Scott has extensive experience in master planning and landscape design including two years in Australia participating in the master planning and design documentation of Millennium Park for the 2000 Olympic Games in Sydney. Other significant international projects include; design and documentation of the Robina Town Center, an exclusive retail development including extensive landscape and water features; Mango Hill New Town, a 4,000 acre master planned community including a town center, residential, commercial and a business park; and the master planning of the Taiwan National Botanical Gardens, a 500 acre botanical garden project for the Federal Government of Taiwan.

Scott has been consulting in South Texas for more than twenty years and has worked on several large-scale commercial, municipal and residential projects for the University of Texas, the City of Brownsville, the City of McAllen and several national and local architects, engineers and developers. Local project experience includes:

- City of Brownsville Market Square Renovation – master planning, design and construction mgmt. of an historic downtown marketplace
- City of Brownsville Paseo De La Resaca Parks – two new pocket parks along Resaca Calmada in central Brownsville
- Resaca de la Palma State Park – a new birding center, trails and butterfly garden for the Brownsville World Birding Center
- North Brownsville Park – a recreational park with hike/bike trails at Paseo de la Resaca in Brownsville (TPWD Grant)
- Central Parkway – a 50 acre nature park with hike/bike trails along Resaca Calmada in Paseo de la Resaca
- USFW Garden Park Refuge – a wildlife refuge in Brownsville with trails, birding, and native landscaping (USFW)
- Chachalaca Park – an environmental park along Resaca de la Guerra in Brownsville
- Cascade Park – an environmental park including wetlands and trails in Brownsville (TPWD Grant, TCEQ Grant)
- City of McAllen Youth Baseball Complex – a new youth baseball park including 12 fields, concessions, trails, ponds & amenities.
- City of McAllen Quinta Mazatlán – a new outdoor classroom, meadow & trails for the McAllen wing of the World Birding Center
- City of McAllen Schupp Park – a new amphitheater and sunken garden project with trails within Bill Schupp Park
- HEB Soccer Complex & Park – a new professional soccer complex & stadium including an amphitheater, trails and amenities in Edinburg
- South Padre Island Birding & Nature Center – a 100 acre environmental education park on South Padre Island (TPWD Grant)
COMPANY PROFILE

SSP is a private practice specializing in site planning, landscape design, and parks/open space planning. We have been consulting both nationally and internationally for over twenty years and have provided services to both private and public sector clients.

SSP operates from an office in Brownsville, Texas and uses a joint-venture office in Dallas for support and specialist services. We have designed local projects from Brownsville to Laredo and regionally in Houston, Dallas, and San Marcos. Other projects have been carried out in the states of Hawaii, New York, Massachusetts, Connecticut and Louisiana. Internationally we have participated in projects in Europe, Southeast Asia, Japan, the Middle East, Australia, China and Mexico. We have extensive knowledge of South Texas native, tropical and sub-tropical plant material and their use in both urban and natural settings.

SSP’s special emphasis is upon the broad and increasingly complex issues of land use planning and environmentally sensitive landscape design. We encourage both the appropriate use of resources and enhancement of the environment at all environmental scales.

SSP provides the following primary services:

- Master Planning
- Landscape Planning & Design
- Irrigation Design and Water Management
- Recreation Planning
- Park Design

Additional specialist services, such as lighting, water features, graphics, and signage can also be provided as required.
DESIGN PHILOSOPHY

SSP is involved in all aspects of environmental design, planning and management. We see planning and policy-making, environmental analysis, physical design and implementation as a continuum of related professional activities. Through appropriate application of our profession, we strive to improve the quality of the relationship between people and their environment.

SSP’s design philosophy responds to both the natural and built environment. This includes basing design solutions on sound research of cultural traditions affecting land use, such as vernacular styles of architecture and historical motifs. Once identified, these elements can be incorporated into design concepts with the aim of capturing an appropriate landscape character. Sensitivity to environmental and cultural attributes is also necessary to achieve client/user acceptance. We recognize that municipal buildings and facilities need to satisfy the needs of residents and staff as well as provide guests and visitors the opportunity to experience the Valley’s unique sense of place in a comfortable and enjoyable setting. Therefore, preservation, enhancement and creation of landscape character suitable to the individual site and regional context is a critical landscape planning and design objective.
RELEVANT EXPERIENCE

SSP experience in landscape design and planning is exemplified in our current or recent projects. These projects include:

- UTRGV Edinburg-School of Medicine Phase I & 2
- UTRGV Brownsville Landscape Master Plan
- UTRGV Brownsville Fine Arts & Music Education Complex
- UTRGV Brownsville Recreation, Education & Kinesiology
- UTRGV Brownsville New Library & Classrooms Project
- UTRGV Brownsville Early Childhood Center
- South Texas College Mid-Valley Campus Master Plan
- South Texas College Rio Grande City Campus Master Plan
- UTRGV Brownsville ITEC Campus Renovations
- UTRGV Brownsville Regional Academic Health Center
- UTRGV Brownsville Education & Business Complex
- UTRGV Brownsville Truan Sculpture Garden
- UTRGV Brownsville Lightner Student Center Courtyard
- UTRGV Brownsville School of Music-Eidman Courtyard
- City of McAllen Intermodal Transit Terminal
- Resaca de la Palma-World Birding Center
- SPI Birding & Nature Center
- Inter National Bank Main Office Building (McAllen)
- Edinburg CISD Administration Building
- Brownsville Events Center
- North Brownsville Park & Tennis Center
- Brownsville Golf and Recreation Center
- Brownsville/South Padre Island Int. Airport
- St. Charles Pocket Park, City of Brownsville
- Brownsville Convention & Visitors Bureau
- Historic Brownsville Museum
- Paseo de la Resaca Master Planned Community
- Texas Trail of Trees Recreation Park

Some other international project experience includes participation in the master planning of the 2000 Sydney Olympic Park (Millennium Park), the Robina Town Center, Mango Hill New Town, and Griffith University in Brisbane, Australia.
Local Project Experience

**UT Brownsville School of Education & Business**
*The University of Texas at Brownsville & Texas Southmost College*

SSP was engaged by Croslin Architects of Austin for the landscape design of the new School of Education and Business Complex located along the historic Lozano Banco Resaca. Site planning of these facilities was critical due to its location across the resaca from the existing main UTB/TSC campus. A 350’ timber bridge now links this new complex to the student union building and main campus.

SSP’s scope of work included both softscape and hardscape design for the site and three internal courtyards. The main entrance design includes a formal entrance circle, cascading water feature and lush subtropical vegetation. This project was complete in September 2005.

**UT Brownsville – Recreation, Education & Kinesiology Center**
*The University of Texas at Brownsville & Texas Southmost College*

SSP worked with 3D/I Architects on the design development of the new Recreation, Education & Kinesiology Center (REK) located on University Boulevard on the UTB Campus in Brownsville, Texas.

This project included an extensive site development including paseos, entrance courtyards, pool terraces, sports fields and gloriettas. SSP’s scope of work included both hardscape and softscape design and documentation. This project was complete in September 2009.

**UT Brownsville – Art Center (Music Ed./Performing Arts Ctr.)**
*The University of Texas at Brownsville & Texas Southmost College*

SSP was engaged by Studio Red Architects of Houston on the new Fine Arts and Music Education Complex on the UT Brownsville Campus.

The project included site design and development with large paseos, courtyards and a future music garden. SSP’s scope of work included site master planning and both hardscape and softscape design and documentation. Construction of this project was complete in November 2009.

**UT Brownsville – Library & Classrooms**
*The University of Texas at Brownsville & Texas Southmost College*

SSP worked with Kell Munoz Architects and UTB-TSC on the master planning and design of the new library and classroom wings located on University Boulevard on the UTB Campus.

This project included connections to the existing EDBC buildings and the bridges over Lozano Banco Resacas as well as new paseos and courtyard spaces. SSP’s scope of work included softscape design and documentation.

Construction of this project was complete in May 2009.
**UT Brownsville – Biomedical Research Phase I**

*The University of Texas at Brownsville*

SSP worked with SHW Group on the master planning and design of this new Biomedical Research facility on the UT Brownsville Campus.

This project included connections to the existing Life Health Sciences buildings and important links to existing paseos and courtyards. SSP prepared master plan options as well as full construction documentation and administration of the site development, courtyards, water features, paving, and landscape.

This project was complete in February 2012.

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**TSTC – Cultural Arts Building**

*Texas State Technical College - GMS*

SSP worked together with Gomez-Mendez-Saenz Architects on the design of TSTC’s new Cultural Arts Building on their Harlingen Campus.

This project is located on a prominent corner of TSTC property and includes a long processional entry drive loop. Landscape design included the use of palms to accentuate the entrance drive and a variety of native and subtropical trees and palms to accent building details and provide shade and canopy in parking lots and walkways. This project was completed in July of 2008.

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**UT Pan Am - Edinburg Professional Baseball Stadium**

*City of Edinburg, Texas & UT Pan Am*

SSP worked with Cotera-Kolar-Negrete Architects on this state-of-the-art baseball facility for the City of Edinburg and UT Pan American. This project was fast-tracked on a twelve-month design-build schedule. The project features one of the finest playing fields in the Texas-Louisiana League and includes extensive site landscaping and detailed hardscape and water features. SSP was responsible for full design, documentation and supervision of the playing field, irrigation, water features and landscaping.

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**UT Brownsville – International Technology, Education & Commerce Campus (ITECC)**

*The University of Texas at Brownsville & Texas Southmost College*

SSP worked together with UTB-TSC on the master planning and design development of the ITEC Campus located in downtown Brownsville.

This project involved the redevelopment of an existing mall and complete site renovation including parking lots, park spaces, boulevards, courtyards, and streetscape. SSP’s scope of work included site planning, landscape/irrigation design and construction administration. This project was complete in January 2009.
UTB-TSC Truan Sculpture Garden

University of Texas & Texas Southmost College - Brownsville, TX

SSP worked with the University of Texas & Texas Southmost College on the master planning and design of a new sculpture garden located next to the historic Cavalry Building on their main campus.

The project included new brick paver pedestrian walkways, shaded seating areas, sculpture displays areas, native and butterfly plantings, lighting and a central water feature. The project has been very well received by local artists and student artists as a place to display current works as well as an outdoor venue for art shows.

Valley Baptist Medical Center

Valley Baptist Health Systems

SSP worked with VBHS on the development of a memorial garden within their existing facility in Harlingen, Texas.

The project included the redevelopment of an existing open green space into a memorial garden based on the theme of attracting butterflies and hummingbirds. The design includes meandering stone slabs, sculptural stone pieces, a water feature and extensive planting of native flowering trees, shrubs and perennials. This project was complete in June of 2008.

Art Village On Main

Cantu Construction

SSP worked with Cantu Construction of this new commercial development in McAllen, Texas. This development was designed to attract artists and local craftsmen in a unique art village atmosphere.

The project was designed around an historic home which was renovated into one of the gallery buildings for the display of art work and public exhibitions. Landscape planning and design was an integral part of creating an inviting village feeling through the appropriate use of subtropical planting, soft curvilinear paving and natural outdoor spaces. This project was complete in 2010.

World Birding Center Satellite & Park at UTB-TSC

University of Texas & Texas Southmost College - Brownsville, TX

SSP assisted the University of Texas & Texas Southmost College on master plan schemes for the location of a World Birding Center Satellite for Texas Parks & Wildlife.

The proposed site was within a 60 acre parcel bordered by the Lozano Banco Resaca and the Rio Grande levee. Preservation and restoration of the historic R.E. Smith homestead and surrounding resaca vegetation were important elements of the design. The site design proposed a link via a pedestrian bridge to the University Campus and Historic Fort Brown.
**STC Pecan Campus – Memorial Garden**  
*South Texas College*

SSP was engaged by South Texas College to prepare plans for a faculty/student Memorial Garden located on the Pecan Campus in McAllen, Texas.

SSP prepared conceptual master plans and three dimensional imagery for campus and board approval. Final design plans included a memorial wall, water feature, brick paving, landscape lighting and seating/gathering areas. This project was complete in April 2009.

**Saint Joseph Academy**  
*Saint Joseph Academy & The Marist Brothers*

SSP has been working with Saint Joseph Academy on several projects including the renovation of the central courtyard, the new administration building and the new middle school.

The central courtyard renovation features several seating areas, gathering plazas and prayer gardens. Several existing sculptures were relocated into this courtyard which now includes landscape lighting for night use. New brick pavers, picnic tables, benches and planters were included the renovation.

SSP also worked with the Board and Brothers on the new middle school and administration buildings. These buildings feature sub-tropical landscape themes developed to highlight existing native and tropical plantings.

**City of Mercedes Streetscape**  
*City of Mercedes, Texas, Guzman & Munoz*

SSP worked with the Mercedes EDC, City Officials and Guzman Munoz Engineers on the master planning and redevelopment of several blocks of historic downtown Mercedes. The project was approved and construction commenced in November of 2008.

The project includes demolition of existing sidewalks, new brick pavers and stone inlays, period style streetscape furniture, lighting and new accessible routes and ramps. The project was complete in October 2009.

**World Birding Center - Quinta Mazatlan**  
*City of McAllen Parks & Rec*

SSP was engaged to work with the McAllen Parks Department and Quinta Mazatlan Board on the master planning and design for a new amphitheater and meadow project.

SSP completed design development and construction documents for the additions which include new trails, stone entrance portal, stone amphitheater, enlarged wetland pond and native plantings for birds and butterflies. This project was opened to the public in March 2008.
Brownsville Public Safety Memorial Museum

*The City of Brownsville*

SSP worked with the City of Brownsville on the public safety memorial museum located next to the Historic Brownsville Museum within the Mitte Cultural District of downtown. SSP worked with city officials on landscape design including paving and hardscape, planting, lighting and a new fountain in the courtyard. Historic brick paving was used to integrate the new facility with the adjacent historic museum and downtown streetscape. Planting types were chosen to provide accent and shade as well as tropical character and color.

Mitte Cultural District Monument

*City of Brownsville – Dean Porter Park Renovation Committee*

SSP has been working with the Dean Porter Park Renovation Committee and the Mitte Cultural District on the design and construction administration of a new monument sign located on US 77/83 and 6th Street.

SSP prepared conceptual plans, sketches, simulations, detail plans, bid specifications and construction administration of the monument, seat wall and landscape improvements.

This project was complete in August of 2009.

Historic Brownsville Museum

*The City of Brownsville*

SSP worked together with the Historic Brownsville Museum and the Beautification Committee on renovations and additions to this historic building.

SSP prepared the original landscape master plan with improvements that were completed in 2002 including brick paving, cast iron benches and landscaping to accent the main entrance courtyard and Spanish Colonial Facade. Phase 2 of the improvements included new sidewalks and entrances, extensive clay brick paving, brick curbs and renovated planting and irrigation. Phase 2 was completed in 2007.

Historic Brownsville Museum Parking Lot

*The City of Brownsville Engineering Department*

SSP was engaged by the City of Brownsville Engineering Department to develop a parking lot plan for the Historic Brownsville Museum. The plan had to respond to the historic character of the downtown area and reflect the landscape of the museum. SSP’s final plan maximized parking spaces while allowing for ample landscape space and historic lighting and fencing. This parking lot was completed in 2003 on the corner of 6th Street and Madison Street.
The Cueto Building

*The City of Brownsville*

SSP worked with the City of Brownsville to develop a site plan for the restoration of an historic landmark building. The project included integrating the Cueto building with plans for new downtown development including parking, a new bus shelter and landscaping of the entire city block. Design elements include historic lighting, fencing, water fountains and restoration of the historic Cueto well house and garden area.

Pan American Building Restoration

*The City of Brownsville*

SSP worked with the City of Brownsville on conceptual plans for redevelopment of the historic Pan American Building located on the airport site.

The initial plans involved redesign of the parking areas, entrance and courtyard areas. This project will continue with the development of the overall airport master plan.

Historic Young House

*The University of Texas at Brownsville & Texas Southmost College*

SSP was engaged by the University of Texas & Texas Southmost College to develop landscape plans as part of their historic restoration of the Young House located in downtown Brownsville.

Traditional planting themes were used that included medicinal gardens, fruit trees, a water fountain and lush tropical plantings characteristic of turn of the century homes in Brownsville. Several outdoor patios were created each with their own unique character and planting theme.

The Rose Garden

*University of Texas & Texas Southmost College - Brownsville, TX*

SSP was engaged by the University of Texas & Texas Southmost College for the design of a courtyard located between two of Brownsville’s most well known historic landmark buildings – Gorgas Hall and the Champion Building. These buildings were both part of the original Fort Brown and date back to the 1800’s.

The design concept was to create a unique space linking the two buildings while respecting the historic architecture and limited space. The solution was a rose garden with a traditional pergola built to reflect the strong lines and character of the fort style architecture.
AGENDA ITEM

Consideration and Action to Award a Term Contract for Marketing and Consulting Services for targeted projects involving marketing campaigns for the City of Brownsville for two years with the option to renew for one additional year with CSpense Group based in San Francisco, California for a contract amount not to exceed $260,000.00. CSpense may also serve in the capacity of marketing and consulting services at the request of the City of Brownsville's Communications and Marketing Department for miscellaneous projects to promote Brownsville based on contract fee structure. Contract # MCS-60-0919

The marketing agency will support CMD in the completion of:
• Newspace Brownsville
• Creation of a Brownsville Convention & Visitors Bureau Tour Guide
• Creation of a toolkit to promote the Brownsville Sports Park
• Additional support for key initiatives aligned with the Commission pillars.

Funding for this project is available through CMD accounts # 011-517-760 and # 01-495-760

CVB Tourism
To: Mayor Mendez and City Commission

Through: Noel Bernal, City Manager

From: Felipe Romero, Communications & Marketing Director

Date: February 14, 2020

Agenda: Consideration and ACTION to award a term contract for Marketing and Consulting Services for targeted projects involving marketing campaigns for the City of Brownsville for two (2) years with the option to renew for (1) additional year with CSpence Group based in San Francisco, California for a contract #MCS-60-0919, in the amount not to exceed $260,000.

Summary:

This item is for consideration and action to award a Term Contract for Marketing and Consulting Services for targeted projects involving marketing campaigns for the Brownsville Convention & Visitors Bureau and The City of Brownsville, as needed, over the next two (2) years with the option to renew for one (1) additional year with CSpence Group based in San Francisco, California for a contract amount not to exceed $260,000.00. CSpence may also serve in the capacity of marketing and consulting services at the request of the City of Brownsville's Communications and Marketing Department (CMD) for miscellaneous projects to promote Brownsville based on contract fee structure. Contract #MCS-60-0919

The marketing agency will support CMD in the completion of:

• Creation of a Brownsville Convention & Visitors Bureau Tour Guide to market eco-tourism, active tourism, fishing, parks & trails, culture, and retirement communities.

• Creation of a toolkit to promote the Brownsville Sports Park as the largest outdoor concert venue in the Rio Grande Valley and a premier location for sporting events.

• Activation of Brownsville Interactive at SXSW 2021 in Austin, Texas to showcase The City of Brownsville as a tourism destination, a business friendly city and a new home of space exploration in the world.

• Additional support for key initiatives aligned with the Commission pillars.

Funding for this project is available through CMD accounts # 011-517-760 CVB Tourism and # 01-495-760 Communications
## Request for Proposals for a Term Contract for Marketing and Consulting Services for the City of Brownsville

RFP # MCS-60-0919  
September 11th, 2019

### Evaluation Score Sheet

<table>
<thead>
<tr>
<th></th>
<th>Chamoy Creative, LLC</th>
<th>Cspence Group</th>
<th>Golden Shovel</th>
<th>Tequila Group</th>
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<tbody>
<tr>
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<td>87.00</td>
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<td><strong>91.00</strong></td>
<td>81.75</td>
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</table>
At the request of Felipe Romero, Director of Communications and Marketing, CVB Department, the Procurement Services Division solicited formal sealed Request for Proposals for the aforementioned project.

Project milestones were accomplished as follows:

1. The legal advertisement appeared in The Brownsville Herald two times on August 18 and August 25, 2019 and posted on the Purchasing and BidNet Direct websites. There were Two (2) addendums issued during the solicitation process to answer questions from firms and extend the due date.

2. A pre-proposal meeting was conducted on Thursday, August 29th, 2019 at 3:00 P.M. at the Procurement Conference room. A total of two (2) firms participated at the pre-proposal meeting.

2. Sealed Request for Proposals were received for the subject project on Wednesday, September 11, 2019 at 4:00 P.M. A total of four (4) submittals were received. Submittals were acknowledged by the Procurement Services Division staff. Submitting vendors were:
   - Chamoy Creative, LLC from San Antonio, Texas
   - CSpence Group from San Francisco, California
   - Golden Shovel from Little Falls, MN
   - Tequila Group from Brownsville, Texas

3. Copies of Proposal submittals received were submitted to the Evaluation Committee for review.

   Evaluation Committee Members:
   - Constanza Miner, Retail & Redevelopment Manager
   - Christina Garza, Community Engagement Coordinator
   - Helen Ramirez, City of Brownsville Deputy City Manager
   - Ramiro Gonzalez, Director of Government and Community Affairs

4. A total of three (3) meetings were conducted on October 1st, 2019, December 19th, 2019, and January 23rd, 2020, to discuss the evaluation process and review the submittals from vendors/firms. After reviewing submitted the committee members proceeded to score the submittals [Bookmark “A” Evaluation Score Sheet]

5. On February 13, 2020, the City of Brownsville and CSpense completed the cost component discussions for the targeted projects involving marketing campaigns under Term agreement.
Procurement Summary

1. Evaluation Committee recommends to award a Term Contract for Marketing and Consulting Services for targeted projects involving marketing campaigns for the City of Brownsville to the responsive and responsible vendor **CSpense Group** based in San Francisco, California, for a contract amount not to exceed $260,000. *[Bookmark “B” Contract Agreement]*

   ➢ The marketing agency will support CMD in the completion of:
     • Newspace Brownsville
     • Creation of a Brownsville Convention & Visitors Bureau Tour Guide
     • Creation of a toolkit to promote the Brownsville Sports Park
     • Additional support for key initiatives aligned with the Commission pillars.

2. CSpense may also serve in the capacity of consulting marketing services, based upon additional miscellaneous projects as scheduled by the City of Brownsville’s Communications and Marketing Department. Fees will follow agreed fee schedule.

3. This contract shall commence upon award by the City Commission for an initial One Year (1) period. The City reserves the unilateral option to extend the life of the contract for two (2) one-year (1) periods thereafter.
CITY OF BROWNSVILLE CONTRACT AGREEMENT FOR MARKETING AND CONSULTING SERVICES #MCS-60-0919

This Agreement is entered into as of February 21, 2020 between The City of Brownsville, Texas, collectively hereinafter referred to as (“CITY”) and CSpence Group hereinafter referred to as (“CONTRACTOR”).

1. Documents
   (a) The following documents (collectively, “Contract Documents”) are hereby incorporated into and made part of this Agreement.
      i. Scope of Services, Conditions and Additional Services (Exhibit A)
      ii. Term of Agreement (Exhibit B)
      iii. Compensation, Fees and Commissions (Exhibit C)
      iv. Insurance (Exhibit D)

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

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

4. Term of Agreement.
   The initial contract period shall commence on the date of approval of this agreement by the Brownsville City Commission and shall end or be extended upon the terms specified in Contract Documents “Exhibit B”. The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. Compensation.
   (a) Contractor agrees that compensation for services shall be as specified in the Contract Documents “Exhibit C”. It is acknowledged and agreed by Contractor that compensation as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor's services pursuant to this Agreement but it does not constitute a limitation of any sort upon Contractor’s obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.
(b) Contractor may submit invoices on a periodical basis of the project and will be processed upon approval of services rendered by City. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed and/or the goods provided. Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the CITY's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6. Insurance.

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

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

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

7. Termination.

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

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

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

(c) Cancellation for Non-appropriated Funds. CITY reserves the right, in its best interest as determined by the City of Brownsville's City Manager, to cancel this contract for non-appropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of CITY for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.
(d) *Force Majeure.* CITY and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

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

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

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

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

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

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

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

9. **Miscellaneous Provisions.**

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

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

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

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

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

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

(g) *Notices.* Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given
five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:
CSpence Group
345 California St. 6th Floor
San Francisco, CA 94104

If to CITY:
City of Brownsville
1001 E. Elizabeth St.
Brownsville, Texas, 78521

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

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

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

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

CITY OF BROWNSVILLE

Signature: __________________________
Print Name: _______________________
Title: ______________________________
Date: ______________________________

CONTRACTOR

Signature: __________________________
Print Name: Courtney Irving
Title: COO
Date: 02/13/2020

“Approved as to Form and Legality
This 19th day of February 2020
Title: City Attorney
Office of the Brownsville City Attorney"
EXHIBIT “A”

SCOPE OF SERVICES, CONDITIONS AND ADDITIONAL SERVICES

In response to the request for additional information from the City of Brownsville, the CSpence Group team has provided estimated information around deliverable needs, costs and timeline. These details are subject to change based upon conversations with the City of Brownsville to help clarify needs, key milestones, and budget parameters.

1. **Completion of the NewSpace project**
   a. Marketing
      - Social media strategy, asset creation and execution on social channels ongoing and leading up to event
      - PR strategy, media list development and outreach ongoing and leading up to event
      - Develop strategic plan, partnerships and communications strategy around event and marketing
      - Develop logo, look and feel for NewSpace Project
   b. Signature Event
      - Support with sponsorship and partnership collateral materials
      - Help cultivate strategic partnerships
      - Help secure space location for an activation (event space rental not included)
      - Help define programming content, speaker list, and run of show
      - Develop invitations for event
      - Create branding around event
      - Including a Texas Monthly Live activation would require a separate budget and proposal with the TML team to discuss their plans for 2020
   c. Website content
      - Copy deck provided for updated content related to NewSpace project
      - **Estimated Timeline:** 4-6 Months

2. **Creation of a toolkit to promote the Brownsville Sports Park**
   a. Marketing to concert promoters, sports events, active tourism
      - **Services**
      - Develop design and content for 8-10 page brochure
      - Social media strategy and asset creation
      - PR strategy, media list development and outreach
      - **Estimated Timeline:** 2 months

3. **Creation of a Brownsville Convention & Visitors Bureau Tour guide**
   - **Services**
     - Develop overarching communications strategy for integration of all tactics
     - Social media strategy, asset creation and execution on social channels
     - PR strategy, media list development and outreach ongoing
   a. Content that promotes tourism and events
      - Social media strategy and asset creation
b. Downloadable magazine
   - Develop design and content for one 8-10 page magazine for digital and print

c. Website content
   - Copy deck for content related to tour guide
   - **Estimated timeline**: 2-3 months

4. **Activation of BTX NewSpace at SXSW 2021**
   - **Services**
     - Help secure space location for an activation (event space rental not included)
     - Social media strategy, asset creation and execution on social channels leading up to event
     - PR strategy, media list development and outreach ongoing and leading up to event
     - Help define programming content, speaker list, and run of show
     - **Estimated timeline**: 3 - 4 Months

**Assumptions**
- There is an existing Website in place to each of these activities to be represented that we would provide content updates for as part of each work stream
- Our team would be working in partnership with the City as marketing staff is brought on to help with the execution of deliverables
- These date ranges and estimate costs are for discussion purposes and will be refined upon project kick off

**EXHIBIT “A”**
TERM OF AGREEMENT

The initial contract period shall commence on upon City Commission approval and shall end on February 28, 2021. The City of Brownsville reserves the option to renew the term of this contract annually for two (2) one-year terms each, subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

EXHIBIT “B”
COMPENSATION, FEES AND COMMISSIONS

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These details are subject to change based upon conversations with the City of Brownsville to help clarify needs, key milestones, and budget parameters.

1. **Completion of the NewSpace project**
   - Estimated Costs: Not to exceed $85,000

2. **Creation of a toolkit to promote the Brownsville Sports Park**
   - Estimated Costs: Not to exceed $55,000

3. **Creation of a Brownsville Convention & Visitors Bureau Tour guide**
   - Estimated Costs: Not to exceed $45,000

4. **Activation of BTX NewSpace at SXSW 2021**
   - Estimated Costs: Not to exceed $75,000

EXHIBIT “C”
INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the MARKETING AND ADVERTISING SERVICES CONTRACT AGREEMENT and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

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, 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

iii. **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
**AGENDA ITEM**  
**COMMISSION MEETING DATE** 03/03/20

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

Consideration and Action to Award a Contract for Street Rehabilitation for Calle Espacio, Calle Galaxia, W. Los Ebanos Blvd and El Mar Dr. under Term Contract for Rotation List for Engineering And Surveying Services, Contract # QES-25-0417 with Halff Associates, Inc., Brownsville, TX for Task Order # 61 for a lump sum of $205,500.00.

Project Name - Street and Drainage Improvement, Work Order #61  
Fundings for this project is available through account numbers:

- 803-8200-9994-31 Calle Espacio  
- 803-8200-9994-32 Calle Galaxia  
- 803-8200-9994-33 W. Los Ebanos  
- 803-8200-9994-34 El Mar Dr.

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

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Revised 3/2019
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Armando Gutierrez, P.E. Engineering/ P.W. Director
Date: February 24, 2020

Agenda: Consideration and ACTION to award a contract for street rehabilitation for Calle Espacio, Calle Galaxia, W. Los Ebanos Blvd and El Mar Dr., under Term Contract for Rotation List for Engineering And Surveying Services, Contract # QES-25-0417 with Halff and Associates., Brownsville, TX for Task Order # 62 for a lump sum of $205,500.00.

Summary:
The City of Brownsville is recommending a contract for professional engineering and surveying services for street rehabilitation for Calle Espacio, Calle Galaxia, W. Los Ebanos Blvd and El Mar Dr. This proposal is between Halff Associates Inc. (Halff, Engineer) and the City of Brownsville (COB, Owner).

The agreement is a term contract for Engineering, Surveying and other miscellaneous services on a rotation to provide professional engineering and related services necessary for the rehabilitation of Calle Espacio (Calle Galaxia to Calle Pluton), Calle Galaxia, W. Los Ebanos Blvd. (East Dr. to Honeydale) and El Mar Dr. in Brownsville, Texas.

Funding for this project is available through accounts: 804-8200-9994 Street Construction as part of the Capital Improvement Program for FY 2020.

803-8200-9994-31 Calle Espacio
803-8200-9994-32 Calle Galaxia
803-8200-9994-33 W. Los Ebanos
803-8200-9994-34 El Mar Dr.

Engineering and Public Works staff recommends approval.
October 24, 2019
P37515.001

Mr. Noel Bernal
City Manager
City of Brownsville, Texas
1001 East Elizabeth Street
Brownsville, Texas 78520

Re: City of Brownsville 2019 Street Improvement Project – Work Order #61
Proposal for Professional Engineering and Surveying Services for
Street Rehabilitation for Calle Espacio, Calle Galaxia, W. Los Ebanos Blvd. and El Mar Dr.

Dear Mr. Bernal,

We are pleased to submit this proposal to provide professional engineering and surveying services for the proposed project referenced above. We are excited to be a part of your design team and look forward to contributing our expertise to assure a successful project.

This proposal is presented under the terms and conditions included in the Independent Contractor Agreement (QES-25-0417, the Agreement) between Halff Associates Inc. (Halff, Engineer) and the City of Brownsville (COB, Owner). The agreement is a term contract for Engineering, Surveying and other miscellaneous services on a rotation to provide professional engineering and related services necessary for the rehabilitation of Calle Espacio (Calle Galaxia to Calle Pluton), Calle Galaxia, W. Los Ebanos Blvd. (East Dr. to Honeydale) and El Mar Dr. in Brownsville, Texas.

Attachment “A” provides our proposed scope of services and fees. The proposed fees identified shall be considered lump sum for the project, unless otherwise noted, and will not be exceeded without your prior approval. This proposal consisting of this cover letter (1 page), Attachment ‘A’ (4 pages) and Attachment ‘B’ (1 page). The proposed engineering fees established are based on a percent of rehabilitation costs of the proposed improvements provided by the Owner. The proposed fees identified do not include scope revisions or additions once the project is under way. Additional work requested by the Owner will require a revision to the scope and fees established in this proposal. We will commence services upon receipt of a Purchase Order Number from the City of Brownsville.

We look forward to working with the City of Brownsville on this important project. Please do not hesitate to contact us at (956) 664-0286 if you have any questions or need any additional information.

Respectfully,

John W. Clint, PE
Operations Manager
ATTACHMENT “A” PROFESSIONAL SERVICES

Project Description

The City of Brownsville proposes to rehabilitate four existing residential streets located in West Brownsville. The streets include Calle Espacio (from Calle Galaxia to Calle Pluton), Calle Galaxia, West Los Ebanos Blvd. (from Honeydale to East Drive) and El Mar Street. The design shall include demolition, pavement and drainage improvements, the replacement of existing improvements, addition of handicap ramps and other miscellaneous improvements.

Owner Provided Information

The following items will be provided by the COB to Halff (if available):

1. Existing Utility Information – The COB will provide or collect the available record drawings, or information describing horizontal location, depths, invert elevations, and types of pipe or conduit in place, for all existing public utilities located within the limits of the design for the Project, or my affect the design of the Project, including but not limited to facilities of water, sanitary sewer, storm drainage, and franchise utilities.

2. Geotechnical Investigation – The COB will provide available geotechnical investigation and foundation and pavement recommendations for use in detailing the construction documents. The results of the geotechnical investigation will be complete with recommendations for the construction of paved areas.

3. Other Pertinent Data – The COB will provide other available reports or data that describe or depict existing or proposed improvements that may affect the project, including specifications and front-end documents necessary for the bidding and construction of the project.

4. Construction Testing – The COB will provide materials and construction testing throughout the project construction. Reports and findings shall be promptly made available to the Consultant for review.

Scope of Work

The Scope of Services is divided into three sections including surveying services, engineering design services and the construction administration services tasks.

Surveying Services

1. Design Surveying

This task includes field ties to all surface improvements located onsite, establishing horizontal and vertical control for the project to be utilized by the contractor, and obtaining supplemental site topography required for the design. This does not include survey of any subsurface facilities other than wastewater & storm sewer flowline elevations. Existing underground structures or utilities not accessible will be obtained from record drawings and utility locating services. All control work will be done in State Plane Coordinate System (South Zone) Datum 1983 with X, Y, and Z coordinates.
2. Site Investigation and Base Map Preparation

The Engineer shall conduct field surveys to collect information required for the creation of base map derived from digital maps, photographs, and data collection from on-the-ground survey of the project site. Sufficient ground elevations will be obtained to prepare 1/2-foot interval contour maps throughout the surveyed portions of the Project site.

Engineering Design Services

1. Civil Engineering Design

The Engineer shall:

a. Review the geotechnical engineering report (provided by the COB) to determine soil conditions at the project site and to develop information concerning pavement design and construction recommendations for improvements included in the project.

b. Prepare construction documents and specifications to allow bidding and construction of the improvements proposed for the roadway as follows:
   i. Provide dimensional control plans necessary to construct the proposed improvements.
   ii. Provide paving and grading plans indicating paving types and locations, with vertical information necessary for construction.
   iii. Provide storm drainage and storm sewer plans with information necessary for construction to address localize flooding and low areas.
   iv. Provide related details necessary for construction.

c. Submit plans for COB staff review and comment at 30% and 90% levels of plan completion.
   i. Attend a meeting with COB reviewers at each interim stage of construction documents completion to discuss comments and plan changes related to development of the project and to document staff comments for use during preparation of subsequent plans.
   ii. Provide an opinion of probable construction cost for site improvements at the 30% and 90% plan completion submittal stage.

d. Provide specifications and bidder instructions in COB standard format at the 90% completion stage.

e. Prepare Project Manual, package all plans, and bidding forms. Contractual conditions and other front-end documents to be provided by the COB.

f. Submit 100% plans to the COB staff for use during the bidding / construction phases of the project.

Construction Administration Services

1. Bidding Phase Services

The Engineer shall provide the following services during the Bidding Phase of the project. This proposal assumes only one solicitation of construction bids and multiple solicitation is considered additional services.

a. Provide assistance to COB staff in the preparation of the bid packet consisting of project specifications and plans, line item identification and bid form formatting, and by utilizing front-end documents provided by the COB.
b. Provide assistance during the bidding phase by answering technical questions from contractors and attending a pre-bid meeting with COB staff.

c. Receive tabulated contractor bids in PDF format from the COB for review and prepare a selected bidder evaluation based on bid cost submissions and other criteria and prepare a Letter of Contractor Recommendation for COB use. It will be the responsibility of the COB to evaluate Contractor information provided in the bid documents, including but not limited to, financial statements, city and public financing forms or any other contractor information submitted during the bidding phase. The COB will be responsible to verify the validity of all bonds supplied by the Contractor as a part of the bidding and construction phase of the project.

2. Construction Phase Services

The Construction Services shall include the following services:

a. Participate in a Pre-Construction Conference prior to commencement of Work at the Project site.

b. Review material submittals, shop and working drawings furnished by contractors for compliance with design concept and with information provided in the contract documents. Review of submittals in no way relieves the Contractor from his obligation to furnish required items according to the Drawings and Specifications. The Contractor is responsible for any errors, omissions or deviations from the Contract requirements and will confirm and correlate all dimensions with the job site applications.

c. Visit the Project site two (2) times per month, during the construction phase of the Project. The construction phase is estimated to take a total time of six (6) months. Project site visits after this construction period estimate shall be considered additional services.

d. Project site visit time will include preparation of an inspection report that documents observations and discussions that occurred during the site visit.

e. Review the contractor's periodic applications for payment and make recommendations for partial payments during the construction phase of the project.

f. Perform a final walk-thru at substantial completion and develop a final punchlist.

g. Revise the contract drawings (unless redrawing is required) from record drawings submitted by the contractor to show the work as constructed; provide COB with a digital copy of the record drawings. Such drawings shall be based on the construction records provided by the contractor during the construction of the improvements.

h. Make recommendation for final payment and submit a certificate of completion of the work completed.

Compensation

Halff Associates Inc. proposes to perform tasks listed in basic services above for a total lump sum not to exceed price of $205,500. Invoices for professional services will be issued at least monthly and will be based on the estimated percentage complete of each task listed below.
Fee Summary

<table>
<thead>
<tr>
<th>TASK</th>
<th>FEE AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surveying Services</td>
<td></td>
</tr>
<tr>
<td>1. Design Surveying</td>
<td>$40,000</td>
</tr>
<tr>
<td>2. Site Investigation and Base Map Preparation</td>
<td>$13,000</td>
</tr>
<tr>
<td>Surveying Services Total</td>
<td>$53,000</td>
</tr>
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<td>Engineering Design Services</td>
<td></td>
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<tr>
<td>1. Civil Engineering Design</td>
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<td>Engineering Design Services Total</td>
<td>$110,000</td>
</tr>
<tr>
<td>Construction Administrative Services</td>
<td></td>
</tr>
<tr>
<td>1. Bidding Phase Services</td>
<td>$7,500</td>
</tr>
<tr>
<td>2. Construction Phase Services</td>
<td>$35,000</td>
</tr>
<tr>
<td>Construction Administrative Services Total</td>
<td>$42,500</td>
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<td><strong>TOTAL:</strong> $205,500</td>
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</table>

Schedule

The Engineer proposed to complete the design of the proposed improvements based on the following schedule:

<table>
<thead>
<tr>
<th>TASKS</th>
<th>Calendar Days from NTP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Surveying Services and Base Map Preparation</td>
<td>21</td>
</tr>
<tr>
<td>30-Percent Design Submittal</td>
<td>30</td>
</tr>
<tr>
<td>90-Percent Design Submittal</td>
<td>75</td>
</tr>
<tr>
<td>Final Design Submittal</td>
<td>90</td>
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<tr>
<td>Bidding Phase</td>
<td>180</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>360</td>
</tr>
</tbody>
</table>

The above project schedule assumes a 10-calendar day owner’s review period for each review submittal. Extensions to the Owner’s review period may create delays in subsequent submittal timelines. The Project Bidding and Construction Phases are out of the Engineer’s control and the Engineer is not responsible for delays of any kind during these phases of the project.
Attachment ‘B’ includes services that are not included within the Scope of Work, unless otherwise noted in Attachment ‘A’, but can be provided by Halff Associates.

ATTACHMENT ‘B’

1. Construction Staking;
2. Geotechnical consulting;
3. Landscape Architectural services;
4. Quality control and material testing services during construction;
5. Filing and permit fees;
6. Traffic engineering design;
7. Traffic control plans;
8. TDLR TAS review and applicable fees;
9. Full time construction administration and/or any other full-time construction related services;
10. Design of any public utilities;
11. Design/coordinator of existing utility relocations or modifications;
12. Design/coordinator of existing off-site utility relocations or modifications;
13. Design of fire protection, irrigation, power, cable, phone and gas systems;
14. Title Research required for Boundary, Plats, easements, and exhibits;
15. Negotiations with property owners;
16. Preparing and Managing Stormwater Pollution Prevention Plans, except as suggested minimum erosion control methods and project specific information;
17. Environmental impact statements and assessments; and
18. Preparation of easements or right-of-ways of any kind shall be considered an additional service.
**Title:** Street and Drainage Improvements, Work Order #61  
**Date of Estimate:** October 24, 2019

<table>
<thead>
<tr>
<th>Streets</th>
<th>Surveying Fees</th>
<th>Design Fees</th>
<th>Total Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>CALLE ESPACIO - Calle Galaxia to Calle Pluton</td>
<td>$11,200</td>
<td>$30,700</td>
<td>$41,900</td>
</tr>
<tr>
<td>CALLE GALAXIA - Complete Street</td>
<td>$16,400</td>
<td>$47,300</td>
<td>$63,700</td>
</tr>
<tr>
<td>LOS EBANOS - Honeydale to East Drive</td>
<td>$12,000</td>
<td>$41,800</td>
<td>$53,800</td>
</tr>
<tr>
<td>EL MAR - Complete Street</td>
<td>$13,400</td>
<td>$32,700</td>
<td>$46,100</td>
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<td><strong>Subtotal:</strong></td>
<td><strong>$53,000</strong></td>
<td><strong>$152,500</strong></td>
<td><strong>$205,500</strong></td>
</tr>
</tbody>
</table>

**Total Professional Services Costs:** $205,500
# Engineer Estimate of Construction Costs

**Title:** Street and Drainage Improvements, Work Order #61  
**Owner:** City of Brownsville, TX  
**Contact:** Doro Garcia, EIT  
**Address:** 404 East Washington Street  
**Phone:** (956) 541-1012

**Date of Estimate:** October 24, 2019  
**Halfff Engineer:** John W. Clint, PE  
**Halfff PM:** John W. Clint, PE  
**Address:** 1075 Paredes Line Road  
**Phone:** (956) 664-0286

## COST ESTIMATE SUMMARY

### Streets
- CALLE ESPACIO - Calle Galaxia to Calle Pluton: $372,135
- CALLE GALAXIA - Complete Street: $572,893
- LOS EBANOS - Honeydale to East Drive: $506,778
- EL MAR - Complete Street: $396,173

\[
\text{Streets Subtotal:} \quad \$1,847,980
\]

### Roadway Improvement Subtotal: $1,847,980

### Contingencies (10%): $184,798

### Estimated Construction Costs: $2,032,778

## PROFESSIONAL SERVICES

### A. General

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>CONTRACT UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Surveying</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$53,000</td>
</tr>
<tr>
<td>2</td>
<td>Engineering Design (excl. Geotech, Material Testing and Constr. Insp.)</td>
<td>1</td>
<td>%</td>
<td>7.50%</td>
<td>$152,458</td>
</tr>
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</table>

\[
\text{A. General Subtotal:} \quad \$205,458
\]

### Professional Services Costs: $205,458

### Total Costs: $2,238,237
# Engineer Estimate of Construction Costs

**Title:** Street and Drainage Improvements, Work Order #61  
**Date of Estimate:** October 24, 2019

**Owner:** City of Brownsville, TX  
**Contact:** Doro Garcia, EIT  
**Address:** 404 East Washington Street  
**Phone:** (956) 541-1012

**Halfff Engineer:** John W. Clint, PE  
**Halfff PM:** John W. Clint, PE  
**Address:** 1075 Paredes Line Road  
**Phone:** (956) 664-0286

---

## CALLE ESPACIO - Calle Galaxia to Calle Pluton

### A. Demolition

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>CONTRACT UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Remove HMAC Pavement Structure</td>
<td>2,178</td>
<td>SY</td>
<td>$8.00</td>
<td>$17,422</td>
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<tr>
<td>2</td>
<td>Remove Concrete Curb &amp; Gutter</td>
<td>1,400</td>
<td>LF</td>
<td>$3.00</td>
<td>$4,200</td>
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<tr>
<td>3</td>
<td>Remove Concrete Valley Gutter</td>
<td>122</td>
<td>SF</td>
<td>$2.00</td>
<td>$243</td>
</tr>
<tr>
<td>4</td>
<td>Remove Exst. Concrete Sidewalk</td>
<td>500</td>
<td>SF</td>
<td>$2.00</td>
<td>$1,000</td>
</tr>
<tr>
<td>5</td>
<td>Remove Concrete Driveway (Incl. Saw Cut)</td>
<td>945</td>
<td>SF</td>
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<td>$1,890</td>
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</table>

**A. Demolition Subtotal:** $24,755

### B. Paving Improvements

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>CONTRACT UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2&quot; Type D HMAC</td>
<td>8,711</td>
<td>SY</td>
<td>$14.00</td>
<td>$121,956</td>
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<tr>
<td>2</td>
<td>HMAC Spot Repair (8&quot; Flex Base w/o HMAC)</td>
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<td>SY</td>
<td>$14.00</td>
<td>$30,489</td>
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<td>3</td>
<td>Mill Ext. HMAC</td>
<td>6,533</td>
<td>SY</td>
<td>$3.00</td>
<td>$19,600</td>
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<tr>
<td>4</td>
<td>Tack Coat (0.2gal/sy)</td>
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<td>SY</td>
<td>$5.00</td>
<td>$43,556</td>
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<tr>
<td>5</td>
<td>24&quot; Concrete Curb &amp; Gutter</td>
<td>1,400</td>
<td>LF</td>
<td>$13.00</td>
<td>$18,200</td>
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<tr>
<td>6</td>
<td>Concrete Valley Gutter/Pavement</td>
<td>122</td>
<td>SF</td>
<td>$8.50</td>
<td>$1,033</td>
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<tr>
<td>7</td>
<td>Concrete Sidewalk/Driveway</td>
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<td>$7,948</td>
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<td>8</td>
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<td>EA</td>
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<td>$22,000</td>
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<tr>
<td>9</td>
<td>24-Inch Class IV RCP</td>
<td>300</td>
<td>LF</td>
<td>$50.00</td>
<td>$15,000</td>
</tr>
<tr>
<td>10</td>
<td>Type A Curb Inlet</td>
<td>12</td>
<td>EA</td>
<td>$4,000.00</td>
<td>$48,000</td>
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<tr>
<td>11</td>
<td>Storm Sewer Manhole</td>
<td>1</td>
<td>EA</td>
<td>$4,000.00</td>
<td>$4,000</td>
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<tr>
<td>12</td>
<td>R/R Ext. SS Manhole Concrete Collar</td>
<td>2</td>
<td>EA</td>
<td>$750.00</td>
<td>$1,500</td>
</tr>
<tr>
<td>13</td>
<td>R/R Ext. Water Valve Concrete Collar</td>
<td>2</td>
<td>EA</td>
<td>$500.00</td>
<td>$1,000</td>
</tr>
<tr>
<td>14</td>
<td>Speed Humps</td>
<td>2</td>
<td>EA</td>
<td>$1,800.00</td>
<td>$3,600</td>
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</table>

**Subtotal:** $338,880

### C. Miscellaneous Improvements

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>CONTRACT UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Erosion Control Plan</td>
<td>1</td>
<td>LS</td>
<td>$1,500.00</td>
<td>$1,500</td>
</tr>
<tr>
<td>2</td>
<td>Traffic Control Plan and Construction Devices</td>
<td>1</td>
<td>LS</td>
<td>$5,000.00</td>
<td>$5,000</td>
</tr>
<tr>
<td>3</td>
<td>SWPPP</td>
<td>1</td>
<td>LS</td>
<td>$2,000.00</td>
<td>$2,000</td>
</tr>
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</table>

**C. Miscellaneous Improvements Subtotal:** $8,500

**Roadway Improvement Subtotal:** $372,135

**Contingencies (10%):** $37,214

**Estimated Construction Costs:** $409,349

---

## PROFESSIONAL SERVICES

### A. General

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>CONTRACT UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Surveying</td>
<td>1</td>
<td>LS</td>
<td>$11,200</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Engineering Design</td>
<td>1</td>
<td>%</td>
<td>7.50%</td>
<td>$30,701</td>
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**A. General Subtotal:** $41,901

**Professional Services Costs:** $41,901

**Total Costs:** $451,250
# Engineer Estimate of Construction Costs

**Title:** Street and Drainage Improvements, Work Order #61  
**Date of Estimate:** October 24, 2019

**Owner:** City of Brownsville, TX  
**Contact:** Dora Garcia, EIT  
**Address:** 404 East Washington Street, Brownsville, Texas 78520  
**Phone:** (956) 541-1012

**HALFF**  
**Halff Engineer:** John W. Clint, PE  
**Halff PM:** John W. Clint, PE  
**Address:** 1075 Paredes Line Road, Brownsville, Texas 78521  
**Phone:** (956) 664-0286

## CALLE GALAXIA - Complete Street

### A. Demolition

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>CONTRACT UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Remove HMAC Pavement Structure</td>
<td>6,733</td>
<td>SY</td>
<td>$8.00</td>
<td>$53,867</td>
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<tr>
<td>2</td>
<td>Remove Concrete Curb &amp; Gutter</td>
<td>4,100</td>
<td>LF</td>
<td>$3.00</td>
<td>$12,300</td>
</tr>
<tr>
<td>3</td>
<td>Remove Concrete Valley Gutter</td>
<td>243</td>
<td>SF</td>
<td>$2.00</td>
<td>$486</td>
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<tr>
<td>4</td>
<td>Remove Exst. Storm Sewer Pipe</td>
<td>100</td>
<td>LF</td>
<td>$10.00</td>
<td>$1,000</td>
</tr>
<tr>
<td>5</td>
<td>Remove Exst. Storm Sewer Inlet/Manhole</td>
<td>3</td>
<td>EA</td>
<td>$500.00</td>
<td>$1,500</td>
</tr>
<tr>
<td>6</td>
<td>Remove Concrete Sidewalk</td>
<td>8,200</td>
<td>SF</td>
<td>$2.00</td>
<td>$16,400</td>
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<td>7</td>
<td>Remove Concrete Driveway (Incl. Saw Cut)</td>
<td>4,410</td>
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<td>$8,820</td>
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</table>

**A. Demolition Subtotal:** $94,373

### B. Paving Improvements

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<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>CONTRACT UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2&quot; Type D HMAC</td>
<td>6,733</td>
<td>SY</td>
<td>$14.00</td>
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<td>6&quot; Crushed Limestone Flexible Base</td>
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<td>SY</td>
<td>$14.00</td>
<td>$94,267</td>
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<td>24&quot; Concrete Curb &amp; Gutter</td>
<td>4,100</td>
<td>LF</td>
<td>$13.00</td>
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<td>6</td>
<td>Concrete Valley Gutter/Pavement</td>
<td>243</td>
<td>SF</td>
<td>$8.50</td>
<td>$2,066</td>
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<td>$12,000</td>
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<tr>
<td>9</td>
<td>24-Inch Class IV RCP</td>
<td>200</td>
<td>LF</td>
<td>$50.00</td>
<td>$10,000</td>
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<td>10</td>
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<tr>
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<td>EA</td>
<td>$750.00</td>
<td>$1,500</td>
</tr>
<tr>
<td>14</td>
<td>R/R Ext. Water Valve Concrete Collar</td>
<td>2</td>
<td>EA</td>
<td>$500.00</td>
<td>$1,000</td>
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<td>15</td>
<td>Speed Humps</td>
<td>3</td>
<td>EA</td>
<td>$1,800.00</td>
<td>$5,400</td>
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**Subtotal:** $470,021

### C. Miscellaneous Improvements

<table>
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<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>CONTRACT UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Erosion Control Plan</td>
<td>1</td>
<td>LS</td>
<td>$1,500.00</td>
<td>$1,500</td>
</tr>
<tr>
<td>2</td>
<td>Traffic Control Plan and Construction Devices</td>
<td>1</td>
<td>LS</td>
<td>$5,000.00</td>
<td>$5,000</td>
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<tr>
<td>3</td>
<td>SWPPP</td>
<td>1</td>
<td>LS</td>
<td>$2,000.00</td>
<td>$2,000</td>
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</table>

**C. Miscellaneous Improvements Subtotal:** $8,500

**Roadway Improvement Subtotal:** $572,893

**Contingencies (10%):** $57,289

**Estimated Construction Costs:** $630,182

## PROFESSIONAL SERVICES

### A. General

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>CONTRACT UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Surveying</td>
<td>1</td>
<td>LS</td>
<td>$16,400</td>
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<tr>
<td>2</td>
<td>Engineering Design</td>
<td>1</td>
<td>%</td>
<td>7.50%</td>
<td>$47,264</td>
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**A. General Subtotal:** $63,664

**Professional Services Costs:** $63,664

**Total Costs:** $693,846
## Engineer Estimate of Construction Costs

**Title:** Street and Drainage Improvements, Work Order #61

**Date of Estimate:** October 24, 2019

**Owner:** City of Brownsville, TX

**Contact:** Doro Garcia, EIT

**Address:** 404 East Washington Street
Brownsville, Texas 78520

**Phone:** (956) 541-1012

**Halff Engineer:** John W. Clint, PE

**Halff PM:** John W. Clint, PE

**Address:** 1075 paredes line Road
Brownsville, Texas 78521

**Phone:** (956) 564-0286

### LOS EBANOS - Honeydale to East Drive

#### A. Demolition

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>CONTRACT UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Remove HMAC Pavement Structure</td>
<td>3,400</td>
<td>SY</td>
<td>$8.00</td>
<td>$27,200</td>
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<td>2</td>
<td>Remove Concrete Curb &amp; Gutter</td>
<td>1,800</td>
<td>LF</td>
<td>$3.00</td>
<td>$5,400</td>
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<tr>
<td>3</td>
<td>Remove Concrete Valley Gutter</td>
<td>360</td>
<td>SF</td>
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<td>4</td>
<td>Remove Concrete Sidewalk</td>
<td>3,210</td>
<td>SF</td>
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<td>$6,420</td>
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<td>5</td>
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<td>2,112</td>
<td>SF</td>
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<td>$4,224</td>
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*Subtotal: $43,964*

#### B. Paving Improvements

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<tbody>
<tr>
<td>1</td>
<td>2&quot; Type D HMAC</td>
<td>11,333</td>
<td>SY</td>
<td>$14.00</td>
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<td>HMAC Spot Repair (8&quot; Flex Base w/o HMAC)</td>
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<td>SY</td>
<td>$14.00</td>
<td>$47,600</td>
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<td>3</td>
<td>Mill Ext. HMAC</td>
<td>7,933</td>
<td>SY</td>
<td>$3.00</td>
<td>$23,800</td>
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<td>4</td>
<td>Tack Coat (0.2gal/sq)</td>
<td>11,333</td>
<td>SY</td>
<td>$5.00</td>
<td>$56,667</td>
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<td>24&quot; Concrete Curb &amp; Gutter</td>
<td>1,800</td>
<td>LF</td>
<td>$13.00</td>
<td>$23,400</td>
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<td>6</td>
<td>Concrete Valley Gutter/Pavement</td>
<td>960</td>
<td>SF</td>
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<td>$8,160</td>
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<td>7</td>
<td>Concrete Sidewalk/Driveway</td>
<td>5,322</td>
<td>SF</td>
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<td>$29,271</td>
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<td>$10,000</td>
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<td>9</td>
<td>18-Inch Class IV RCP</td>
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<td>12</td>
<td>Storm Sewer Manhole</td>
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<td>EA</td>
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<td>$10,000</td>
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<tr>
<td>13</td>
<td>R/R Ext. Brick Mailbox</td>
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<td>EA</td>
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<td>$2,800</td>
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<tr>
<td>14</td>
<td>R/R Ext. SS Manhole Concrete Collar</td>
<td>6</td>
<td>EA</td>
<td>$750.00</td>
<td>$4,500</td>
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<tr>
<td>15</td>
<td>R/R Ext. Water Valve Concrete Collar</td>
<td>4</td>
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<td>$500.00</td>
<td>$2,000</td>
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<tr>
<td>16</td>
<td>Speed Humps</td>
<td>4</td>
<td>EA</td>
<td>$1,800.00</td>
<td>$7,200</td>
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<td>Pavement Markings</td>
<td>1</td>
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*Subtotal: $454,314*

#### C. Miscellaneous Improvements

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<th>QUANTITY</th>
<th>UNIT</th>
<th>CONTRACT UNIT PRICE</th>
<th>TOTAL COST</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Erosion Control Plan</td>
<td>1</td>
<td>LS</td>
<td>$1,500.00</td>
<td>$1,500</td>
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<tr>
<td>2</td>
<td>Traffic Control Plan and Construction Devices</td>
<td>1</td>
<td>LS</td>
<td>$5,000.00</td>
<td>$5,000</td>
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<tr>
<td>3</td>
<td>SWPPP</td>
<td>1</td>
<td>LS</td>
<td>$2,000.00</td>
<td>$2,000</td>
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*C. Miscellaneous Improvements Subtotal: $8,500*

*Roadway Improvement Subtotal: $506,778*

*Contingencies (10%): $50,678*

*Estimated Construction Costs: $557,456*

### PROFESSIONAL SERVICES

#### A. General

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<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
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<th>UNIT</th>
<th>CONTRACT UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
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<tr>
<td>1</td>
<td>Surveying</td>
<td>1</td>
<td>LS</td>
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<td>$12,000</td>
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<tr>
<td>2</td>
<td>Engineering Design</td>
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<td>%</td>
<td>7.5000</td>
<td>$41,809</td>
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</table>

*A. General Subtotal: $53,809*

*Professional Services Costs: $53,809*

*Total Costs: $611,265*
## Engineer Estimate of Construction Costs

**Title:** Street and Drainage Improvements, Work Order #61  
**Owner:** City of Brownsville, TX  
**Contact:** Doro Garcia, EIT  
**Address:** 404 East Washington Street, Brownsville, Texas 78520  
**Phone:** (956) 541-1012  
**Date of Estimate:** October 24, 2019  
**Half% Engineer:** John W. Clint, PE  
**Half% PM:** John W. Clint, PE  
**Address:** 1075 Paredes Line Road, Brownsville, Texas 78521  
**Phone:** (956) 664-0286

### EL MAR - Complete Street

#### A. Demolition

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>CONTRACT UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Remove HMAC Pavement Structure</td>
<td>2,307</td>
<td>SY</td>
<td>$8.00</td>
<td>$18,453</td>
</tr>
<tr>
<td>2</td>
<td>Remove Concrete Curb &amp; Gutter</td>
<td>1,340</td>
<td>LF</td>
<td>$3.00</td>
<td>$4,020</td>
</tr>
<tr>
<td>3</td>
<td>Remove Concrete Valley Gutter</td>
<td>227</td>
<td>SF</td>
<td>$2.00</td>
<td>$454</td>
</tr>
<tr>
<td>4</td>
<td>Remove Concrete Driveway (Incl. Saw Cut)</td>
<td>486</td>
<td>SF</td>
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<td>$972</td>
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**A. Demolition Subtotal:** $23,899

#### B. Paving Improvements

<table>
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<th>ITEM NO.</th>
<th>DESCRIPTION</th>
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<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2&quot; Type D HMAC</td>
<td>11,533</td>
<td>SY</td>
<td>$14.00</td>
<td>$161,467</td>
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<td>3</td>
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<td>$3.00</td>
<td>$27,680</td>
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<tr>
<td>4</td>
<td>Tack Coat (0.2gal/sqy)</td>
<td>11,533</td>
<td>SY</td>
<td>$5.00</td>
<td>$57,667</td>
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<tr>
<td>5</td>
<td>24&quot; Concrete Curb &amp; Gutter</td>
<td>1,340</td>
<td>LF</td>
<td>$13.00</td>
<td>$17,420</td>
</tr>
<tr>
<td>6</td>
<td>Concrete Valley Gutter/Pavement</td>
<td>227</td>
<td>SF</td>
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<td>$1,928</td>
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<tr>
<td>7</td>
<td>Handicap Ramp (w/ Detectable Warning)</td>
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<td>EA</td>
<td>$1,000.00</td>
<td>$13,000</td>
</tr>
<tr>
<td>8</td>
<td>18-Inch Class IV RCP</td>
<td>300</td>
<td>LF</td>
<td>$45.00</td>
<td>$13,500</td>
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<tr>
<td>9</td>
<td>Type A Curb Inlet</td>
<td>6</td>
<td>EA</td>
<td>$4,000.00</td>
<td>$24,000</td>
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<tr>
<td>10</td>
<td>R/R Ext. SS Manhole Concrete Collar</td>
<td>2</td>
<td>EA</td>
<td>$750.00</td>
<td>$1,500</td>
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<td>11</td>
<td>R/R Ext. Water Valve Concrete Collar</td>
<td>2</td>
<td>EA</td>
<td>$500.00</td>
<td>$1,000</td>
</tr>
<tr>
<td>12</td>
<td>Speed Humps</td>
<td>3</td>
<td>EA</td>
<td>$1,800.00</td>
<td>$5,400</td>
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**Subtotal:** $363,774

#### C. Miscellaneous Improvements

<table>
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<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>CONTRACT UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Erosion Control Plan</td>
<td>1</td>
<td>LS</td>
<td>$1,500.00</td>
<td>$1,500</td>
</tr>
<tr>
<td>2</td>
<td>Traffic Control Plan and Construction Devices</td>
<td>1</td>
<td>LS</td>
<td>$5,000.00</td>
<td>$5,000</td>
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<tr>
<td>3</td>
<td>SWPPP</td>
<td>1</td>
<td>LS</td>
<td>$2,000.00</td>
<td>$2,000</td>
</tr>
</tbody>
</table>

**C. Miscellaneous Improvements Subtotal:** $8,500

**Roadway Improvement Subtotal:** $396,173

**Contingencies (10%):** $39,617

**Estimated Construction Costs:** $435,791

### PROFESSIONAL SERVICES

#### A. General

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<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>CONTRACT UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Surveying</td>
<td>1</td>
<td>LS</td>
<td></td>
<td>$13,400</td>
</tr>
<tr>
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<td>Engineering Design</td>
<td>1</td>
<td>%</td>
<td>7.50%</td>
<td>$32,684</td>
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**A. General Subtotal:** $46,084

**Professional Services Costs:** $46,084

**Total Costs:** $481,875
## Certificate of Liability Insurance

**Date (MM/DD/YYYY):** 11/26/2019

### Important:
- If the certificate holder is an additional insured, the policy(ies) must have additional insured provisions or be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### Producer
- **Name:** Bell Insurance Group
- **Address:** 16980 DALLAS PKWY STE 210
- **City:** Dallas
- **State:** TX
- **Zip Code:** 75248

### Insured
- **Name:** Halff Associates, Inc.
- **Address:** 1201 N. Bowser
- **City:** Richardson
- **State:** TX
- **Zip Code:** 75081

### Coverage Details

<table>
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<th>Type of Insurance</th>
<th>Addl Insd</th>
<th>Subv Wvr</th>
<th>Policy Number</th>
<th>Policy Eff (MM/DD/YYYY)</th>
<th>Policy Exp (MM/DD/YYYY)</th>
<th>Limits</th>
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<tr>
<td>A</td>
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<td>X CLAIMS-MADE X OCCUR</td>
<td></td>
<td>6049909053</td>
<td>7/12/2019</td>
<td>7/12/2020</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<td>DAMAGE TO HENED PREMISES (Ea occurrence) $1,000,000</td>
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<td>MED EXP (Any one person) $15,000</td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td>PRODUCTS - COM/POL AGG $2,000,000</td>
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<td>Automobile Liability</td>
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<td>7/12/2020</td>
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<td>BODILY INJURY (Per person)</td>
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<td>X HIRED AUTOS ONLY</td>
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<td>BODILY INJURY (Per accident)</td>
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<td>X NON-OWNED AUTOS ONLY</td>
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<td>PROPERTY DAMAGE (Per accident)</td>
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<td>EACH OCCURRENCE</td>
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<td>Workers Compensation and Employers Liability</td>
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<td>E.L. DISEASE - POLICY LIMIT $1,000,000</td>
</tr>
</tbody>
</table>

### Description of Operations / Locations / Vehicles (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**RE: AVO: 37515; City of Brownsville is included as additional insured as respects general and auto liability if required by written contract. 30 day notice of cancellation applies except 10 days non pay.**

### Certificate Holder
- **Name:** City of Brownsville
- **Address:** 1001 E. Elizabeth Street
- **City:** Brownsville
- **State:** TX
- **Zip Code:** 78521

### Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative**

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### Executive Session (City Attorney Only)

<table>
<thead>
<tr>
<th>Time Needed:</th>
<th>Action Item:</th>
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### Agenda

<table>
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<td>Contract</td>
<td>Second Reading</td>
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<td>Grant</td>
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<td>Action</td>
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</tr>
<tr>
<td>✔</td>
<td>Consent</td>
<td></td>
</tr>
</tbody>
</table>

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

Consideration and Action to Award a Contract for Pavement Condition Index Data Acquisition and Report and Tree Inventory Survey under “HGAC” Houston-Galveston Area Council Cooperative Contract # HP10-17 with Data Transfer Solutions from Orlando, Florida for a total of $397,810.00.

Funding for this project is available through account 45-8112-9687

As part of the Capital Improvement Program for FY 2020

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

<table>
<thead>
<tr>
<th>City Attorney</th>
<th>Date Reviewed:</th>
<th>By:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comments:</td>
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<table>
<thead>
<tr>
<th>Finance Department</th>
<th>Date Reviewed:</th>
<th>By:</th>
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<tbody>
<tr>
<td>Comments:</td>
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### City Commission

<table>
<thead>
<tr>
<th>Approved:</th>
<th>Yes</th>
<th>No</th>
</tr>
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<tr>
<td>Date:</td>
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### Assistant City Manager

<table>
<thead>
<tr>
<th>Approved:</th>
<th>Yes</th>
<th>No</th>
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<tbody>
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### Deputy City Manager

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### City Manager’s Approval

<table>
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<tr>
<th>Signature:</th>
<th>Date:</th>
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Revised 3/2019
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Armando Gutierrez, P.E. Engineering/ P.W. Director
Date: February 24, 2020

Agenda: Consideration and ACTION to award a contract for Pavement Condition Index (PCI) Data Acquisition and Report and Tree Inventory Survey under “HGAC” Houston-Galveston Area Council Cooperative Contract #HP10-17 with Data Transfer Solutions from Orlando, Florida for a total of $397,810.00.

Summary:
The City of Brownsville is requesting a contract for professional services for the Pavement Condition Index (PCI) data acquisition and report, Sidewalk and Tree inventory survey. This proposal is between Data Transfer Solutions, LLC. (Consultant) and the City of Brownsville (COB, Owner).

The PCI index is a numerical index to indicate the general condition of a pavement section based on American Society for Testing and Materials (ASTM) Standards. This is widely used in transportation civil engineering and asset management. The PCI rating is one of the parameters considered when prioritizing street improvement projects throughout the city. Other Factors Considered include:

- Designated use of Street (Residential Street, Residential Collector, Arterials etc.);
- Condition of existing drainage;
- Condition of water, sewer and other utilities;
- Available funding from State or Grants or Community Development Block Grant (CDBG);
- Within close proximity of other ongoing projects;
- Elimination of hazardous situations or safety improvements.

In 2014-15 the City Council approved a contracted with Data Transfer Solutions (DTS) to establish the first PCI street survey rating for the entire city of Brownsville. This update will help us provide more recommendations based on current conditions and illustrate how are streets have aged in the last five (5) years. Included in this proposal is an inventory and condition assessment of our sidewalks, American Disability Act (ADA) ramps, and tree count on our public Right of ways.

Funding for this project is available through accounts: 45-8112-9687 Pavement Condition Index (PCI) Study.

Engineering and Public Works staff recommends approval.
**Contract No.: HP10-17**

**Date Prepared:** 2/5/2020

---

**Buying Agency:** City of Brownsville, Texas  
**Contact Person:** Doro Garcia  
**Phone:** 956-459-6874  
**Fax:**  
**Email:** doro@cob.us

**Contractor:** Data Transfer Solutions, LLC  
**Prepared By:** Bart Williamson  
**Phone:** 210-837-5249  
**Fax:**  
**Email:** bwilliamson@dtsGIS.com

---

### CONTRACT PRICING WORKSHEET

*For Catalog & Price Sheet Type Purchases*

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**General Description of Product:**

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#### A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

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<td>0</td>
</tr>
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</table>

**Subtotal A:** 355810

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#### B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary

(Note: Unpublished Items are any which were not submitted and priced in contractor’s bid.)

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**Subtotal B:** 42000

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#### C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

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**Subtotal C:** 0

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**Total From Other Sheets, If Any:**

**Subtotal A:** 355810

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**Total From Other Sheets, If Any:**

**Subtotal B:** 42000

---

**Check:** Total cost of Unpublished Options (B) cannot exceed 25% of the total of A+B+C

For this transaction the percentage is: 12%

---

**Delivery Date:**

**D. Total Purchase Price (A+B+C):** 397810
CITY OF BROWNSVILLE CONTRACT AGREEMENT

This Agreement is entered into as of February 6, 2020 between The City of Brownsville, Texas, collectively hereinafter referred to as (“CITY”) and ___________________________ hereinafter referred to as (“CONTRACTOR”).

1. Documents
   (a) The following documents (collectively, “Contract Documents”) are hereby incorporated into and made part of this Agreement.
      i. Scope of Services, Conditions and Additional Services (Exhibit A)
      ii. Term of Agreement (Exhibit B)
      iii. Compensation, Fees and Commissions (Exhibit C)
      iv. Insurance (Exhibit D)

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

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

4. Term of Agreement.
   The initial contract period shall commence on the date of approval of this agreement by the Brownsville City Commission and shall end or be extended upon the terms specified in Contract Documents “Exhibit B”. The term or any continuation of this Agreement shall be subject to both the appropriation and the availability of funds by CITY.

5. Compensation.
   (a) Contractor agrees that compensation for services shall be as specified in the Contract Documents “Exhibit C”. It is acknowledged and agreed by Contractor that compensation as enumerated in Exhibit C constitutes a limitation upon CITY's obligation to compensate Contractor for Contractor’s services pursuant and related to this Agreement but it does not constitute a limitation of any sort upon Contractor’s obligation to perform all
items of work required by or which can be reasonably inferred from the Scope of Services.

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

6. Insurance.

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

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

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

7. Termination.

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

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

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

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

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

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

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

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

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

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

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

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

9. **Miscellaneous Provisions.**

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

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

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

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

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

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

   (g) **Notices.** Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited...
in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:
Data Transfer Solutions, LLC
3680 Avalon Park East Blvd., Suite 200
Orlando, FL 32828

If to CITY:
City of Brownsville
1001 E. Elizabeth St.
Brownsville, Texas, 78521

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

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

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

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

CITY OF BROWNSVILLE

Signature: __________________________
Print Name: _________________________
Title: _______________________________
Date: _______________________________

CONTRACTOR

Signature: __________________________
Print Name: Allen Ibaugh
Title: CEO
Date: February 6, 2020
This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents must be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

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Subtotal A: 355810

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Total From Other Sheets, If Any: 42000

Subtotal B: 42000

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of

For this transaction the percentage is: 12%

Subtotal C: 0

Delivery Date: D. Total Purchase Price (A+B+C): 397810
INSURANCE

Contractor shall obtain and maintain insurance coverage as agreed in paragraph 7 of the MARKETING AND ADVERTISING SERVICES CONTRACT AGREEMENT and ensure that coverage with the parameters contained herein remains in full force at all times during the contract period as follows:

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, 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

iii. **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

EXHIBIT “D”
Product Information

Product Description
Mobile Assest Management Data Collection Services, VUEWorks Asses Management Software

Manufacturer
Data Transfer Solutions

Product Code
HP17A41

Contract
HP10-17: All Hazards Preparedness, Planning, Consulting & Recovery Services

Contract Category
Emergency Preparedness & Disaster Recovery

Discount
0.00

Price Unit
EA

Keyword(s)
Hazard Preparedness, Disaster Recovery

View Catalog (/catalogs/HP10-17/DTS.pdf)

Vendors Offering This Product
Atkins North America, Inc.
R. Scott Lawson
scott.lawson@atkinsglobal.com (mailto:scott.lawson@atkinsglobal.com)
Phone: 770-933-0280
Fax: 770-933-0691

Data Transfer Solutions, LLC
Bart Williamson
bwilliamson@dtgis.com (mailto:bwilliamson@dtgis.com)
Phone: 210-837-5249
Fax: 407-382-5420

Contact HGACBuy
Loleta Chappel
loleta.chappel@h-gac.com (mailto:loleta.chappel@h-gac.com)
Phone: 713-993-2486
Fax: 713-993-4548

Return to Products & Services (default.aspx)

View This Contract (view-contract.aspx?contractid=41)
A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
DATA TRANSFER SOLUTIONS, LLC
Orlando, Florida

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, Data Transfer Solutions, LLC, hereinafter referred to as the CONTRACTOR, having its principal place of business at 3680 Avalon Park East Boulevard, Suite 200, Orlando, Florida 32828.

ARTICLE 1: SCOPE OF SERVICES
The parties have entered into an All Hazards Preparedness, Planning, Consulting & Recovery Services Contract to become effective as of November 1, 2017, and to continue through July 31, 2020 (the “Contract”), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of All Hazards Preparedness, Planning, Consulting & Recovery Services offered by the CONTRACTOR. The CONTRACTOR agrees to sell All Hazards Preparedness, Planning, Consulting & Recovery Services through the H-GAC Contract to END USERS.

ARTICLE 2: THE COMPLETE AGREEMENT
The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: HP10-17, including any relevant suffixes
4. CONTRACTOR’s Response to Proposal No: HP10-17, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY
CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS
The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR
The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payroll and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS
H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC’s endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR’s H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User
ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS
CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to H-GAC. H-GAC reserves the right to accept or reject any such change. CONTRACTOR shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. H-GAC shall be liable solely to CONTRACTOR and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS
CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to END USER under this Contract. H-GAC, through its staff or designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises of CONTRACTOR. Failure to provide access to records may be cause for termination of this Contract. CONTRACTOR shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. CONTRACTOR further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that H-GAC's duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS
CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If CONTRACTOR fails to submit to H-GAC in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfy the performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE
If CONTRACTOR, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and/or terms more favorable than those provided to H-GAC, CONTRACTOR shall notify H-GAC within ten (10) business days thereof of such agreement and the nature of such favorability. If CONTRACTOR shall provide the same prices, warranties, benefits, or terms to H-GAC and its END USER, H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If CONTRACTOR is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, CONTRACTOR shall within ten (10) business days notify H-GAC in writing, setting forth the detailed reasons CONTRACTOR believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. H-GAC, after due consideration of such written explanation, may decline to accept such explanation and upon receipt of such explanation and thereafter this Contract between H-GAC and CONTRACTOR shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to H-GAC.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example: a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11: SEVERABILITY
All parties agree that any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES
Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to CONTRACTOR. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, CONTRACTOR requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, CONTRACTOR shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. CONTRACTOR may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, CONTRACTOR shall proceed diligently with the performance of this Contract and in accordance with H-GAC'S final decision.
ARTICLE 13: LIMITATION OF CONTRACTOR's LIABILITY
Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC
H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractee agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE
H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR's failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16: TERMINATION FOR CONVENIENCE
Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS
CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE
This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE
CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.
ARTICLE 20: LIQUIDATED DAMAGES
Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS
H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS
CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]
CONTRACTOR will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. CONTRACTOR shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas: __________________________

[Signature]
Jack Steele, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas: __________________________

[Signature]
Chuck Wempke, Chief Operations Officer

Date: 10/25/2017

Signed for Data Transfer Solutions, L.L.C.
Orlando, Florida: __________________________

[Signature]
A. M. 'Trey' Fragala, III, AICP, PMP / Chief Operating Officer

Printed Name & Title: A. M. 'Trey' Fragala, III, AICP, PMP / Chief Operating Officer

Date: October 17, 2017

Attest for Data Transfer Solutions, L.L.C.
Orlando, Florida: __________________________

[Signature]
Cynthia Novoa / Chief Financial Officer

Printed Name & Title: Cynthia Novoa / Chief Financial Officer

Date: October 17, 2017
## Attachment A

Data Transfer Solutions, LLC

All Hazards Preparedness, Planning, Consulting & Recovery Services

**Contract No.: HP10-17**

<table>
<thead>
<tr>
<th>Description</th>
<th>Price</th>
<th>Discount Percentage</th>
<th>Unit of Measure</th>
</tr>
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<tr>
<td>Centerline Identification (for MAC projects)</td>
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<td>Field Set up &amp; GPS Network Creation (for MAC projects)</td>
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<td>GIS Delivery and Metadata Documentation (for MAC project)</td>
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<td>Onsite MAC data reviews</td>
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<td>VUEWorks Asset and Maintenance Management Software - standard turnkey package with Work Management modules (Core, Facilities, Service Request, Work Order, Resource Manager) - includes 5 users for each module; includes configuration of two assets</td>
<td>$50,000.00</td>
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<td>VUEWorks Advanced Asset and Maintenance Management modules (Advanced Inventory, Condition, Risk, Valuation, Budget Forecasting, MobileVUE) - add-on to standard turnkey package - 5 users</td>
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<td>VUEWorks Advanced Inventory module (per additional user beyond the first)</td>
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<td>VUEWorks Condition module (first user)</td>
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<td>VUEWorks Condition module (per additional user beyond the first)</td>
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<td>VUEWorks Risk module (first user)</td>
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<td>VUEWorks Risk module (per additional user beyond the first)</td>
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<td>MobileVUE (first user)</td>
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<td>Additional Configuration Services (VUEWorks)</td>
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<td>Data Development Services (VUEWorks)</td>
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<td>Additional MAC project work: Clerical</td>
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<td>Additional MAC project work: Senior Database Administrator</td>
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<td>Additional MAC project work: Project Manager</td>
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<td>Additional MAC project work: Senior Project Manager</td>
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<td>hour</td>
</tr>
<tr>
<td>Additional MAC project work: Principal-in-Charge</td>
<td>$250.00</td>
<td>0.00</td>
<td>hour</td>
</tr>
<tr>
<td>Additional MAC project work: Pavement Engineer</td>
<td>$200.00</td>
<td>0.00</td>
<td>hour</td>
</tr>
<tr>
<td>Additional MAC project work: Senior Pavement Engineer</td>
<td>$275.00</td>
<td>0.00</td>
<td>hour</td>
</tr>
</tbody>
</table>
### HP10-17 Award Recommendation Table

<table>
<thead>
<tr>
<th><strong>Proposer</strong></th>
<th><strong>Services</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>BOLDplanning, Inc.</td>
<td>Preparedness, Response, Recovery &amp; Mitigation, and Crisis mgmt services</td>
</tr>
<tr>
<td>Data Transfer Solutions</td>
<td>Mobile Asset Management Data Collection Services, VUEWorks Asset Management Software</td>
</tr>
<tr>
<td>Disaster Recovery and Risk Solutions, LLC</td>
<td>Marketing and Coordination of Preparedness, Planning, Consulting and Recovery Services (Disaster Recovery &amp; Risk Solutions, LLC) Disaster Restoration and Construction Services (Cotton Commercial USA, Inc.) Forensic Advisory and Construction Consulting Services (Marsh USA, Inc.) Preparedness and Planning Services (Disaster Recovery Services, LLC)</td>
</tr>
<tr>
<td>David M Shapiro Disaster Planning and Recovery Consultants Inc.</td>
<td>Pre-Position Contacts; Pre-Disaster Planning and Response; FEMA Public Assistance Grant Management; Hazard Mitigation Planning FEMA Section 404 &amp; 406 (HMGP); Program Management; Project Management; Office of Inspector General (OIG) Audit and Appeal Support; Data Management</td>
</tr>
<tr>
<td>GCR Inc.</td>
<td>FEMA Public Assistance Program Management; FEMA Public Assistance Closeout; HUD Community Development Block Grant - Disaster Recovery (CDBG-DR) Planning and Program Design; HUD Community Development Block Grant - Disaster Recovery (CDBG-DR) Grants Management and Compliance; Online Reporting Portals; Web-Based Geographic Information Systems Portals</td>
</tr>
<tr>
<td>Company</td>
<td>Services</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>GrantWorks, Inc.</td>
<td>Hazard Mitigation Grant Program (HMGP) Mitigation Action Plan (MAP) Preparation; Hazard Mitigation Grant Program (HMGP) Grant Application Development; Hazard Mitigation Grant Program (HMGP) Program Administration; HUD Community Development Block Grant Disaster Recovery (CDBG-DR) Program Administration</td>
</tr>
<tr>
<td>Hunt, Guillot &amp; Associates, LLC (HGA)</td>
<td>Program/Project Management; Grant Administration &amp; Management; Labor Compliance Monitoring; Construction Management ; Project Tracking &amp; Reporting</td>
</tr>
<tr>
<td>ICF Incorporated, LLC</td>
<td>Emergency Planning and Preparedness; Training ; Exercises and After-Action Reviews; Emergency Response and Recovery Operations; Disaster Recovery; Resilience and Infrastructure Protection; Strategic Communications; Environmental Services; Climate Change Adaptation; Research and Evaluation</td>
</tr>
<tr>
<td>Integrated Solutions Consulting Corp.</td>
<td>Comprehensive Emergency Management Planning Solutions; Curriculum Design and Training Delivery Solutions; Customized Computer-Based Training (CBT) Solutions; Traditional Exercise &amp; Evaluation Solutions; Interactive Exercise Simulation Solutions; Emergency Management Assessments, Studies, &amp; Research Solutions; UAV / Drone Aerial Analysis Solutions; GIS and Hazard Modeling Solutions; Professional Media and Interactive Simulations; Damage Assessment and Forensics; FEMA PA / Disaster Recovery Program Services; FEMA HMGP Program Services; FEMA CDBG Program Support; Odysseus™ Preparedness System</td>
</tr>
<tr>
<td>Louis Berger U.S., Inc.</td>
<td>Disaster Response; Recovery, Training and Education, Debris Removal Monitoring; Preparedness and Hazard Mitigation.</td>
</tr>
<tr>
<td>Company</td>
<td>Services</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Michael Baker International, Inc</td>
<td>Damage assessment; Debris Management; Disaster Recovery; Emergency Response/Operations Management; Mitigation Planning, Training</td>
</tr>
<tr>
<td>Mission Critical Partners</td>
<td>Next Generation 911 (NG911); Mission critical life cycle maintenance and support services; Information Technology procurement and implementation services</td>
</tr>
<tr>
<td>NewGen Strategies and Solutions, LLC</td>
<td>Cost of Service and Rate Design; Procurement Services; Negotiation of contracts and franchise agreements; Efficiency studies; Training and Waste Management plans.</td>
</tr>
<tr>
<td>RS&amp;H Inc.</td>
<td>Debris Program Management; Consulting Services; Recovery and Mitigation Services; Grant Administration; Inspections</td>
</tr>
<tr>
<td>Wheeler Emergency Management Consulting, LLC</td>
<td>Disaster Response; Recovery, Training and Education, Debris Removal Monitoring; Preparedness and Hazard Mitigation.</td>
</tr>
</tbody>
</table>
ALL HAZARDS PREPAREDNESS, PLANNING, CONSULTING AND RECOVERY SERVICES

Background
H-GAC received and opened seventeen (17) competitive proposals for All Hazards Preparedness, Planning, Consulting and Recovery Services on September 19, 2017. The following companies submitted proposals:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>BOLDplanning, Inc.</td>
<td>Nashville, TN</td>
</tr>
<tr>
<td>CGI Technologies and Solutions Inc.</td>
<td>Austin, TX</td>
</tr>
<tr>
<td>Data Transfer Solutions</td>
<td>Orlando, FL</td>
</tr>
<tr>
<td>Disaster Recovery and Risk Solutions, LLC</td>
<td>Houston, TX</td>
</tr>
<tr>
<td>David M Shapiro Disaster Planning and Recovery Consultants Inc.</td>
<td>Boca Raton, FL</td>
</tr>
<tr>
<td>GCR Inc.</td>
<td>New Orleans, LA</td>
</tr>
<tr>
<td>GrantWorks, Inc.</td>
<td>Austin, TX</td>
</tr>
<tr>
<td>Hunt, Guillot &amp; Associates, LLC (HGA)</td>
<td>Ruston, LA</td>
</tr>
<tr>
<td>ICF Incorporated, LLC</td>
<td>Fairfax, VA</td>
</tr>
<tr>
<td>Integrated Solutions Consulting Corp.</td>
<td>Clayton, MO</td>
</tr>
<tr>
<td>Louis Berger U.S., Inc.</td>
<td>Exton, PA</td>
</tr>
<tr>
<td>Michael Baker International, Inc</td>
<td>Alexandria, VA</td>
</tr>
<tr>
<td>Mission Critical Partners</td>
<td>Port Matilda, PA</td>
</tr>
<tr>
<td>NewGen Strategies and Solutions, LLC</td>
<td>Austin, TX</td>
</tr>
<tr>
<td>Rostan Solutions, LLC</td>
<td>Valrico, Florida</td>
</tr>
<tr>
<td>RS&amp;H Inc.</td>
<td>Orlando, FL</td>
</tr>
<tr>
<td>Wheeler Emergency Management Consulting, LLC</td>
<td>Marianna, FL</td>
</tr>
</tbody>
</table>

Current Situation
All proposals have been evaluated by H-GAC staff. Sixteen (16) proposals met the minimum threshold requirements for award. Rostan Solutions, LLC responded to the previous solicitation (HP08-17 All Hazards, Planning, Consulting and Recovery Services) and was awarded a contract. This solicitation is a supplement to HP08-17, therefore Rostan’s response was not considered in this evaluation. Request authorization to negotiate contracts with each respondent listed in the Contract Award Recommendation Table, and as may be applicable, to extend contract assignments to other authorized entities during the contract period.

Funding Source: Participating local government purchases
Budgeted: NA

Action Requested
Request authorization to negotiate contracts with each respondent listed in the Contract Award Recommendation Table for All Hazards Preparedness, Planning, Consulting and Recovery Services.
Public Hearing and ACTION on FIRST READING on Ordinance Number 2020-1652-A, to repeal and replace Section 348-1500 of the Historic Preservation Plan and adopt the 2020 Historic Preservation Plan.
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Rick Vasquez, Planning and Redevelopment Services Director
Date: February 25, 2020

RE: PUBLIC HEARING and ACTION for Ordinance Number 2020-1652-A

**Background:**
Since the early 1980s, Brownsville has offered tax incentives for historic buildings to encourage preservation. In order to qualify for the tax incentives, historic buildings must be at least 50 years old and worthy of preservation for their architectural and historical associations.

Every year, the Historic Preservation and Design Review Board (HPDRB) recommends properties that meet these criteria to be included in the Historic Preservation Plan, which is a list of historic resources that may benefit from the tax incentives. The HPDRB and the Planning and Zoning Commission then formally approve the Plan. Subsequently, the City Commission must approve and adopt the Plan through ordinance. Lastly, the Brownsville Navigation District, Texas Southmost College, and Cameron County must adopt the Plan through resolution.

Following the approval and adoption of the Historic Preservation Plan by each participating taxing entity, the property owner claims the tax exemption with the Cameron County Appraisal District.

**Summary:**
The 2020 Historic Preservation Plan recommends 95 properties to qualify for tax incentives. A full list of properties is included in the Plan however; a breakdown by designation is listed below:

<table>
<thead>
<tr>
<th>Site Designation</th>
<th>Designation Description</th>
<th># of Properties</th>
<th>% of Tax Exemption</th>
</tr>
</thead>
<tbody>
<tr>
<td>National Register of Historic Places (NRHP)</td>
<td>Listing in the NRHP provides formal recognition by the National Park Service of a property’s historical, architectural, or archeological significance based on national standards used by every state.</td>
<td>15</td>
<td>100%</td>
</tr>
<tr>
<td>Recorded Texas Historic Landmark (RTHL)</td>
<td>RTHL’s are properties judged historically and architecturally significant by the Texas Historical Commission.</td>
<td>21</td>
<td>100%</td>
</tr>
<tr>
<td>Local Designated Primary Resources (LDPR)</td>
<td>LDPR’s are historic properties that designated by the HPDRB and confirmed by the city commission as historically significant but not designated by the State of Texas or the National Register of Historic Places.</td>
<td>32</td>
<td>50%</td>
</tr>
<tr>
<td>Existing Substantial Rehabilitations</td>
<td>A property that has been extensively or partially rehabbed utilizing the Secretary of Interior Standards for Rehabilitation. These properties were included in the Plan in 2014.</td>
<td>21</td>
<td>100%</td>
</tr>
<tr>
<td>Proposed New Substantial Rehabilitations</td>
<td>Properties that have been extensively or partially rehabbed and are proposed to be included in the Plan in 2020.</td>
<td>6</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Staff Recommendation:**
Staff recommends the adoption of Ordinance 2020-1652-A, Schedule A, Schedule B, and Schedule C.
ORDINANCE NUMBER 2020-1652-A

AN ORDINANCE OF THE BROWNSVILLE CITY COMMISSION AMENDING THE CODE OF ORDINANCES, CHAPTER 348.-ZONING, ARTICLE IX.-HISTORIC PRESERVATION AND URBAN DESIGN, BY REPEALING AND REPLACING SECTION 348-1500 OF THE HISTORIC PRESERVATION PLAN; AND DEALING WITH RELATED MATTER.

WHEREAS, Vernon’s Ann. Civ. St. articles 1175, Texas Constitution – Taxation and Revenue, Equality and Uniformity of Taxation, Section 1-F, Texas Statutes – Government Code, sections 742.004, 742.005, 771.007, 771.08, and Tax Code, Taxable Property and exemptions. Exemptions, sections 11.24, 11.41, 11.42, 11.43, 11.44, 11.45, and 11.46 empower the City to enact, codify, amend, administer, and enforce provisions designed to encourage the voluntary protection of historic, architectural, archeological, and cultural heritage, this ordinance is in accordance with the City’s comprehensive plan 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;

NOW THEREFORE, BE IT ORDAINED by the City of Brownsville:

PART 1. That Section 348-1500.-Historic Preservation Plan Adoption of the Code of Ordinances, City of Brownsville, Texas, is hereby repealed and replaced to read as follows:

Sec. 348-1500. - Historic Preservation Plan Adoption

The 2020 Preservation Plan, is hereby adopted by reference and declared to be a part of this Article. Said plan shall be available for public inspection in the office of the historic preservation officer. It is hereby declared that each heritage site listed in said plan contains at least one historic structure.

PART 2. This ordinance shall become effective from and after its final passage and publications as provided by the Charter of the City of Brownsville and the laws of the State of Texas.

INTRODUCED at a public hearing on the ___ day of _____________, 2020. Passed at First Reading on the ___ day of _____________, 2020. Passed at Second and Final Reading and Adopted, Approved, and Enacted on the ___ day of _____________, 2020.

Juan “Trey” Mendez III, Mayor
City of Brownsville, Texas

Attest:

Griselda Rosas
Interim City Secretary

"Approved as to Form and Legality
This 14th day of January 2020
Title of Ass. City Atty.
Office of the Brownsville City Attorney"
2020 Historic Preservation Plan

PLANNING AND REDEVELOPMENT DEPARTMENT
HISTORIC PRESERVATION DIVISION
Contents
Definitions, Historic sites, and Criteria for designating primary local sites........................................2
National Register Of Historic Places (NRHP) – 100% Tax Exempt.........................................................4
Recorded Texas Historical Landmark (RTHL) - 100% Tax Exempt..........................................................5
Local Designated Primary Resources (LDPR) – 50% Tax Exempt.............................................................7
Existing Substantial Rehabilitation - 100% Tax Exempt........................................................................8
Proposed New Substantial Rehabilitation - 100% Tax Exempt..............................................................9
Chapter 348 – ZONING. ARTICLE IX. –HISTORIC PRESERVATION AND URBAN DESIGN. Sec. 348-1490. –Definitions

**Historic site** (synonymous with historic resource) when used in this article refers to any or all of the following:

(a) A federal site, state site, primary local site, secondary local site, or a site that contributes to the historic district individually or as part of a cluster of sites as determined by the historic preservation officer (HPO) and prevailing national standards;

(b) The location of a historically significant event, a prehistoric or historic occupation or activity;

(c) A building or structure, whether standing or ruined, where the location itself possesses historical, cultural, or archeological value regardless of the value of any existing structure;

**Historic designations** means an official recognition of the significance of a building, property or district. Designation can occur on three different levels:

(a) Federal—The National Register of Historic Places (for both individual buildings and entire districts);

(b) State—Recorded Texas Historic landmarks (only for individual buildings) and State Archeological Landmarks; or

(c) Local—designated under a municipal historic ordinance either individually as a landmark or as a locally designated district.

**Historic rehabilitation** means the process of returning a property to a state of utility, through repair or alteration, which makes possible an efficient contemporary use while preserving those portions and features of the property which are significant to its historic, architectural and cultural values.

**Local site** means an historic property that has been previously designated by the entity formally known as the heritage council and confirmed by the city commission as historically significant but not designated by the State of Texas or the National Registry of Historic Places.

**National register of historic places** means the nation's official list of buildings, districts, and sites (including structures and objects) significant in American history and culture, architecture, archeology, and engineering maintained by the National Park Service and administered on a state-wide basis by the Texas Historical Commission. Restrictions on these properties exist only when there is an undertaking that uses federal funds or that requires a federal permit or license.

**Primary local site** means a site that meets the qualifications of section 348-1512 and has been listed in the most recent historic preservation plan pursuant to section 348-1504.

**Recorded Texas Historical Landmark** (RTHL) means a state designation for buildings important for their historical associations and which have retained a high degree of their original historic fabric. They must be at least 50 years of age and retain their original exterior appearance.

**Secretary of the Interior Standards for Rehabilitation** means the standards established by the Secretary of the Interior for advising federal agencies on the preservation/rehabilitation of historic properties listed or eligible for listing on the National Register of Historic Places.

(Ord. No. 2015-1606, 12-1-2015)

Chapter 94 – TAXATION. ARTICLE II. –AD VALOREM TAXES. DIVISION 2. –EXEMPTIONS. Sec. 94-57. –Historic sites

(e) In addition each primary local site benefited by subsection (b) of this section, on which there is successful completion of substantial new rehabilitation in accordance with [the Secretary of the Interior's Standards for Rehabilitation, as referenced in] section 348-1490, is totally exempted from ad valorem taxation for five years.
Chapter 348 – ZONING. ARTICLE IX. –HISTORIC PRESERVATION AND URBAN DESIGN. Sec. 348-1512. - Criteria for designating primary local sites

For the purposes of this article, all of the following criteria shall be utilized in designating primary local site.

The resource shall:

1. Possess significance in the history, architecture, archeology, and culture of the Rio Grande Valley or the city; or

2. Be associated with events that have made a significant contribution to the broad patterns of local, regional, state, or national history; or

3. Be strongly associated with the lives of persons significant in the past of the Rio Grande Valley or the city; or

4. Embody the distinctive characteristics of a type, period, architectural style, or method of construction; or

5. Represent the work of a master designer, builder, or craftsman; or

6. Represent an established and familiar visual feature of value to the neighborhood and/or city.

7. The resource need not be significant from a state or federal perspective;

8. The resource need not be in good repair, although the state of repair or the potential permanence of the resource shall be one of the factors considered along with age, uniqueness, and other factors; and

9. The resource shall be at least 40 years old, with resources older than 40 years being subject to preference.
### National Register of Historic Places (NRHP)

The National Register of Historic Places is the official list of Nation’s historic places worthy of preservation. Authorized by the National Historic Preservation Act of 1966, the National Park Service’s National Register of Historic Places is part of a national program to coordinate and support public and private efforts to identify, evaluate, and protect America’s historic and archeological resources.

#### How are Properties Evaluated?

To be considered eligible, a property must meet the **National Register Criteria for Evaluation**. This involves examining the property’s age, significance, and integrity.

**Age and Integrity:** Is the property old enough to be considered historic (generally at least 50 years old) and does it still look much the way it did in the past?

**Significance:** Is the property associated with events, activities, or developments that were important in the past? With the lives of people who were important in the past? With significant architectural history, landscape history, or engineering achievements? Does it have the potential to yield information through archeological investigation about our past?

**Source:** “How to List a Property. Where to Start. How are Properties Evaluated?” National Park Service, https://www.nps.gov/subjects/nationalregister/how-to-list-a-property.htm


### Table of Properties

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Year Built</th>
<th>Location</th>
<th>Geo ID</th>
<th>Property Schedule</th>
</tr>
</thead>
<tbody>
<tr>
<td>Augustine Celaya House*</td>
<td>1904</td>
<td>504 E Saint Francis St</td>
<td>01-0000-0210-0030-00</td>
<td>A</td>
</tr>
<tr>
<td>Browne-Wagner House*</td>
<td>1894</td>
<td>245 E St Charles St</td>
<td>01-0000-0430-0110-00</td>
<td>A</td>
</tr>
<tr>
<td>Cleta Friedman &amp; HW Hollowell House*</td>
<td>1909</td>
<td>622 E. Saint Charles St.</td>
<td>01-0000-0330-0040-00</td>
<td>A</td>
</tr>
<tr>
<td>Brooks, S.W. House</td>
<td>1888</td>
<td>623 E St Charles St</td>
<td>01-0000-0390-0090-00</td>
<td>A</td>
</tr>
<tr>
<td>A.G. Browne House (Morris-Browne)</td>
<td>1905</td>
<td>204 E Levee St</td>
<td>01-0000-0430-0040-00</td>
<td>A</td>
</tr>
<tr>
<td>The Gem*</td>
<td>1848</td>
<td>400 E 13th St</td>
<td>01-0000-0590-0075-00</td>
<td>A</td>
</tr>
<tr>
<td>Manautou House*</td>
<td>1924</td>
<td>5 E Elizabeth St</td>
<td>01-0000-0750-0070-00</td>
<td>A</td>
</tr>
<tr>
<td>Celaya Creager House</td>
<td>1912</td>
<td>441 E Washington St</td>
<td>01-0000-0800-0090-00</td>
<td>A</td>
</tr>
<tr>
<td>Miguel Fernandez Hide Yard</td>
<td>1880-94</td>
<td>1105 E Adams St</td>
<td>01-0000-0940-0070-00</td>
<td>A</td>
</tr>
<tr>
<td>La Madrileña (Ortiz Store)*</td>
<td>1892</td>
<td>1000 E Madison St</td>
<td>01-0000-1120-0050-00</td>
<td>A</td>
</tr>
<tr>
<td>Fernandez-Laiseca Building</td>
<td>1915</td>
<td>1144 E. Madison St.</td>
<td>01-0000-1130-0010-00</td>
<td>A</td>
</tr>
<tr>
<td>Old Cameron County Jail*</td>
<td>1912</td>
<td>1201 E Van Buren St</td>
<td>01-0000-1780-0080-00</td>
<td>A</td>
</tr>
<tr>
<td>Hicks Gregg House*</td>
<td>1909</td>
<td>1249 W Washington St</td>
<td>07-6890-0300-0040-00</td>
<td>A</td>
</tr>
<tr>
<td>McNair House*</td>
<td>1937</td>
<td>39 Sunset Rd.</td>
<td>04-9040-0010-0111-00</td>
<td>A</td>
</tr>
<tr>
<td>E. Cueto &amp; ME Garcia House*</td>
<td>1961</td>
<td>155 Calle Anacua</td>
<td>06-2070-0050-0010-00</td>
<td>C</td>
</tr>
</tbody>
</table>

*Properties highlighted in blue are also designated as RTHL*
<table>
<thead>
<tr>
<th>SITE NAME</th>
<th>YEAR BUILT</th>
<th>LOCATION</th>
<th>GEO ID</th>
<th>PROPERTY SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Augustine Celaya House*</td>
<td>1904</td>
<td>504 E Saint Francis St</td>
<td>01-0000-0210-0030-00</td>
<td>A</td>
</tr>
<tr>
<td>Browne-Wagner House*</td>
<td>1894</td>
<td>245 E St Charles St</td>
<td>01-0000-0430-0110-00</td>
<td>A</td>
</tr>
<tr>
<td>J.T. Canales House</td>
<td>1913</td>
<td>505 E Saint Charles St</td>
<td>01-0000-0400-0070-00</td>
<td>A</td>
</tr>
<tr>
<td>Alonso Building</td>
<td>1877-90</td>
<td>510 E Saint Charles St</td>
<td>01-0000-0320-0010-00</td>
<td>A</td>
</tr>
<tr>
<td>Russell-Cocke House</td>
<td>1877</td>
<td>602 E Saint Charles St</td>
<td>01-0000-0330-0050-00</td>
<td>A</td>
</tr>
<tr>
<td>Cleta Friedman &amp; HW Hollowell House*</td>
<td>1909</td>
<td>622 E. Saint Charles St.</td>
<td>01-0000-0330-0040-00</td>
<td>A</td>
</tr>
<tr>
<td>The Gem*</td>
<td>1848</td>
<td>400 E 13th St</td>
<td>01-0000-0590-0075-00</td>
<td>A</td>
</tr>
<tr>
<td>Manautou House*</td>
<td>1924</td>
<td>5 E Elizabeth St</td>
<td>01-0000-0750-0070-00</td>
<td>A</td>
</tr>
<tr>
<td>Kowalski-Dennett House</td>
<td>1890</td>
<td>507 E. Elizabeth St</td>
<td>01-0000-0700-0070-00</td>
<td>A</td>
</tr>
<tr>
<td>San Roman Bdg.</td>
<td>1850</td>
<td>1231 E. Elizabeth St.</td>
<td>01-0000-0630-0115-00</td>
<td>A</td>
</tr>
<tr>
<td>Yturria Bank Building</td>
<td>1854</td>
<td>1255 E. Elizabeth St</td>
<td>01-0000-0630-0132-00</td>
<td>A</td>
</tr>
<tr>
<td>Manuel Cisneros House</td>
<td>1928</td>
<td>207 E. Washington St</td>
<td>01-0000-0780-0071-00</td>
<td>A</td>
</tr>
<tr>
<td>Barreda House</td>
<td>1929</td>
<td>642 E. Washington St</td>
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<td>A</td>
</tr>
<tr>
<td>Manautou Building</td>
<td>1928</td>
<td>1201 E. Washington</td>
<td>01-0000-0880-0080-00</td>
<td>A</td>
</tr>
<tr>
<td>Cisneros House</td>
<td>1925-26</td>
<td>451 E. Adams St</td>
<td>01-0000-0990-0110-00</td>
<td>A</td>
</tr>
<tr>
<td>Cavazos-Truss House</td>
<td>1905</td>
<td>608 E. Adams St</td>
<td>01-0000-0820-0030-00</td>
<td>A</td>
</tr>
<tr>
<td>Juan Fernandez y Hno.</td>
<td>1890</td>
<td>1200-1226 E. Adams St. (1220)</td>
<td>01-0000-0880-0050-00</td>
<td>B</td>
</tr>
<tr>
<td>La Madrileña (Ortiz Store)*</td>
<td>1892</td>
<td>1000 E Madison St</td>
<td>01-0000-1120-0050-00</td>
<td>A</td>
</tr>
<tr>
<td>Former Cameron County Courth.</td>
<td>1882</td>
<td>1131 E. Jefferson St.</td>
<td>01-0000-1130-0100-00</td>
<td>A</td>
</tr>
<tr>
<td>Webb Martinez House</td>
<td>1906-07</td>
<td>1324 E. Madison St</td>
<td>01-0000-1150-0030-00</td>
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<tr>
<td>Garza/Barreda House</td>
<td>1914</td>
<td>828 E. 15th St.</td>
<td>01-0000-0020-0040-00</td>
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<tr>
<td>El Globo Nuevo</td>
<td>1897</td>
<td>1506-1508 E. Madison St.</td>
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<tr>
<td>Old Cameron County Jail*</td>
<td>1912</td>
<td>1201 E Van Buren St</td>
<td>01-0000-1780-0080-00</td>
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<tr>
<td>Brulay House</td>
<td>1929</td>
<td>611 W. Levee St.</td>
<td>06-8190-1140-0010-00</td>
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<tr>
<td>Hicks Gregg House*</td>
<td>1909</td>
<td>1249 W Washington St</td>
<td>07-6890-0300-0040-00</td>
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<tr>
<td>Pitt House</td>
<td>1930</td>
<td>1806 Palm Blvd.</td>
<td>04-9040-0030-0040-00</td>
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<tr>
<td>Fay L. Rockwell House</td>
<td>1930</td>
<td>110 Ebony Ave.</td>
<td>04-9040-0030-0250-00</td>
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<tr>
<td>Reginald A. Porter House</td>
<td>1929</td>
<td>28 Poinsettia Pl.</td>
<td>04-9040-0110-0070-00</td>
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<tr>
<td>McNair House*</td>
<td>1937</td>
<td>39 Sunset Rd.</td>
<td>04-9040-0010-0111-00</td>
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<tr>
<td>Hinojosa House</td>
<td>1950</td>
<td>235 Sunset Dr.</td>
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<tr>
<td>Hicks-Lawrence House</td>
<td>1910</td>
<td>1247 Lakeside Blvd.</td>
<td>01-9330-2010-0010-00</td>
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<tr>
<td>Sabal Palm-Rabb Plantat. House</td>
<td>1892</td>
<td>8435 Sabal Palm</td>
<td>74-7540-2000-0101-00</td>
<td>A</td>
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<tr>
<td>E. Cueto &amp; ME Garcia House*</td>
<td>1961</td>
<td>155 Calle Anacua</td>
<td>06-2070-0050-0010-00</td>
<td>C</td>
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</tbody>
</table>

*Properties highlighted in blue are also designated as NRHP.
Recorded Texas Historical Landmarks (RTHL)

The owner’s consent is required to nominate a property as a RTHL.

Criteria for Designation

*Age*: Buildings or other historic structures may be eligible for RTHL designation upon reaching 50 years of age. In some cases, structures older than 50 years that have been altered may be eligible, if those alterations occurred at least 50 years ago and took place during a significant period of the structure’s history.

*Historical Significance*: As with applications for subject markers, it is the responsibility of the applicant to establish, through written and photographic documentation, the historical significance of a structure.

*Architectural Integrity*: In reviewing applications for RTHL designation, the THC considers not only the historic persons or events associated with a structure, but also the architectural integrity of the building or structure. The structure should maintain its appearance from its period of historical significance and should be an exemplary model of preservation. In no case can a structure be considered for the RTHL designation if it has been moved in the past 50 years or if artificial (aluminum, vinyl, asbestos, etc.) siding applied to its exterior within the preceding 50 years covers and/or alters its historic architectural materials or features.

### LOCAL DESIGNATED PRIMARY RESOURCES (LDPR)

#### 50% TAX EXEMPTED

<table>
<thead>
<tr>
<th>SITE NAME</th>
<th>YEAR BUILT</th>
<th>LOCATION</th>
<th>GEO ID</th>
<th>PROPERTY SCHEDULE</th>
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<tbody>
<tr>
<td>Martinez Residence</td>
<td>1905</td>
<td>111 E. Saint Charles St</td>
<td>01-0000-0440-0080-00</td>
<td>A</td>
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<tr>
<td>Tijerina Espinosa</td>
<td>1927</td>
<td>122 E. Saint Charles St</td>
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<td>A</td>
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<tr>
<td>Golden House</td>
<td>0</td>
<td>130 E. Saint Charles St</td>
<td>01-0000-0280-0030-00</td>
<td>A</td>
</tr>
<tr>
<td>Hobaugh House</td>
<td>0</td>
<td>15 E. Levee St</td>
<td>01-0000-0460-0100-00</td>
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<tr>
<td>Rock-Gomez House</td>
<td>1900</td>
<td>500 E. Levee St</td>
<td>01-0000-0400-0060-00</td>
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<tr>
<td>Lamb House</td>
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<td>504 E. Levee St</td>
<td>01-0000-0400-0050-00</td>
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<tr>
<td>Webb-Miller Drugstore</td>
<td>1852</td>
<td>409 E. 13th St</td>
<td>01-0000-0580-0141-00</td>
<td>A</td>
</tr>
<tr>
<td>Popular Style House</td>
<td>1910</td>
<td>243 E. Elizabeth St</td>
<td>01-0000-0730-0110-00</td>
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</tr>
<tr>
<td>Kowalski-Fernandez House</td>
<td>1890</td>
<td>335 E. Elizabeth St</td>
<td>01-0000-0720-0101-00</td>
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<tr>
<td>McDermott Motor Company</td>
<td>1927</td>
<td>455 E. Elizabeth St</td>
<td>01-0000-0710-0120-00</td>
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<tr>
<td>Aziz Brothers Store</td>
<td>1927</td>
<td>1101 E. Elizabeth St</td>
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<tr>
<td>The Bollack Store</td>
<td>1911</td>
<td>1223 E. Elizabeth St</td>
<td>01-0000-0630-0100-00</td>
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<tr>
<td>Kowalski-Barr House</td>
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<td>241 E. Washington St</td>
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<tr>
<td>Milton West House</td>
<td>1915</td>
<td>611 E. Washington St</td>
<td>01-0000-0820-0080-00</td>
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<tr>
<td>La Estrella del Norte (Lopez Store)</td>
<td>0</td>
<td>605 E. 8th St</td>
<td>01-0000-0830-0120-00</td>
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<tr>
<td>Victor Junco Stores &amp; Apts</td>
<td>0</td>
<td>1157 E. Washington St (Corner)</td>
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<tr>
<td>Yturria Store</td>
<td>0</td>
<td>532-533 E. 13th St (533)</td>
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<tr>
<td>Ernesto De la Rosa House</td>
<td>1914</td>
<td>356 E. Adams St.</td>
<td>01-0000-0790-0010-00</td>
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<tr>
<td>Whitman’s Army Navy Store</td>
<td>1928</td>
<td>629 E. 11th St.</td>
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<tr>
<td>Cross-Dosal House</td>
<td>VT</td>
<td>911 E. Madison St</td>
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<tr>
<td>Vela House</td>
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<tr>
<td>Dr. B.O. Works Sanitarium</td>
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<td>147 W Levee St</td>
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<tr>
<td>J.S. Rowe House</td>
<td>1927</td>
<td>635 W Levee St</td>
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<td>Oscar Dancy House</td>
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<tr>
<td>George K. Aziz House</td>
<td></td>
<td>1205 W Elizabeth St</td>
<td>07-6890-0290-0010-00</td>
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<tr>
<td>A.J.L. Keith</td>
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<td>1107 W Washington St</td>
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<tr>
<td>Ames House</td>
<td>1930</td>
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<tr>
<td>Dr. Merrill House</td>
<td>1915</td>
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<td>Gomez Residence</td>
<td>1909</td>
<td>1744 W Washington St</td>
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<tr>
<td>Del Frances Apts</td>
<td></td>
<td>2 Ebony Ave.</td>
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<td>6 Ebony Ave.</td>
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<td>8 Ebony Ave.</td>
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<tr>
<td>Gladys Porter House</td>
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<tr>
<td>Edwin Pitt House</td>
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<td>37 Sunset Dr.</td>
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# Existing Substantial Rehabilitation

100% Tax Exempted

<table>
<thead>
<tr>
<th>Site Name</th>
<th>Year Built</th>
<th>Location</th>
<th>Geo ID</th>
<th>Years Period</th>
<th>Property Schedule</th>
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<tbody>
<tr>
<td>Walker-Craig Building</td>
<td>1917</td>
<td>504 E Fronton St</td>
<td>01-0000-0170-0030-00</td>
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<tr>
<td>Ullman/Stere/Krausse Gro.</td>
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<td>730 E Fronton St</td>
<td>01-0000-3210-0010-00</td>
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<tr>
<td>Furniture Manufacturing</td>
<td>1904</td>
<td>759 E Fronton St</td>
<td>01-0000-0190-0110-00</td>
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<tr>
<td>De la Garza House</td>
<td>1883</td>
<td>603 E Saint Charles St</td>
<td>01-0000-0390-0070-00</td>
<td>2017-21</td>
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<tr>
<td>Martin Hanson House</td>
<td>1876-89</td>
<td>647 E. Saint Charles St.</td>
<td>01-0000-0390-0100-00</td>
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<td>Putegnat Bdg.</td>
<td>QA</td>
<td>1141 E. Elizabeth St.</td>
<td>01-0000-0640-0110-00</td>
<td>2019-23</td>
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<td>Jose Fernandez / Olvera Bdg.</td>
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<td>1135 E. Washington St.</td>
<td>01-0000-0870-0090-00</td>
<td>2019-23</td>
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<tr>
<td>Popular House</td>
<td>1925</td>
<td>305 E Adams St</td>
<td>01-0000-1000-0070-00</td>
<td>2016-20</td>
<td>A</td>
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<tr>
<td>Teacher's Residence</td>
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<td>704 E Adams St</td>
<td>01-0000-0830-0050-00</td>
<td>2016-20</td>
<td>A</td>
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<tr>
<td>Maldonado Pharmacy</td>
<td>1201</td>
<td>E Adams St</td>
<td>01-0000-0930-0080-00</td>
<td>2013-24</td>
<td>A</td>
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<tr>
<td>Narciso Cavazos House</td>
<td>1876</td>
<td>626 E. Madison St.</td>
<td>01-0000-1100-0042-00</td>
<td>2018-22</td>
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<td>M.H. Cross Building</td>
<td>1925</td>
<td>1452 E. Madison St.</td>
<td>01-0000-1160-0010-00</td>
<td>2019-20</td>
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<tr>
<td>Casimiro Tamayo Store</td>
<td>1878</td>
<td>947 E. 14th St.</td>
<td>01-0000-1180-0011-00</td>
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<tr>
<td>Mendez House</td>
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<td>W Saint Charles St</td>
<td>07-6890-0280-0070-00</td>
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<tr>
<td>Buell O'Connor House</td>
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<td>35 Sunset Dr.</td>
<td>04-9040-0010-0900-00</td>
<td>2019-21</td>
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<tr>
<td>Vance &amp; H. P. Langworthy House</td>
<td>1930</td>
<td>202 Ebony Dr.</td>
<td>04-9040-0030-0310-00</td>
<td>2020-24</td>
<td>A</td>
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<tr>
<td>Consuelo G. &amp; Garnet E. Harnet House</td>
<td>1947</td>
<td>123 Acacia</td>
<td>04-9040-0120-0180-00</td>
<td>2019-23</td>
<td>A</td>
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<tr>
<td>De los Santos Residence</td>
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<td>220 Hibiscus Ct.</td>
<td>04-9040-0050-0050-00</td>
<td>2016-20</td>
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<tr>
<td>John R. Hardee S. Sr. House</td>
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<td>239 Hibiscus Ct.</td>
<td>04-9040-0040-0120-00</td>
<td>2019-23</td>
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<td>Double shotgun</td>
<td>DS</td>
<td>1536 E Tyler St.</td>
<td>01-5690-0250-0030-00</td>
<td>2016-20</td>
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<tr>
<td>Richard Champion House</td>
<td>SR</td>
<td>1043 W. Washington St.</td>
<td>01-1080-0080-0110-00</td>
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<td>SITE NAME</td>
<td>YEAR BUILT</td>
<td>LOCATION</td>
<td>GEO ID</td>
<td>YEARS PERIOD</td>
<td>PROPERTY SCHEDULE</td>
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<td>------------------</td>
<td>--------------</td>
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</tr>
<tr>
<td>Ellen Richards &amp; A. V. Garcia House</td>
<td>1913</td>
<td>613 E. Saint Charles St.</td>
<td>01-0000-0390-0080-00</td>
<td>2020-24</td>
<td>A</td>
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<tr>
<td>Barbara T. &amp; J.O.E. Warburton House</td>
<td>1925</td>
<td>135 E. Adams St.</td>
<td>01-0000-1020-0100-00</td>
<td>2020</td>
<td>A</td>
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<tr>
<td>Sarah B. &amp; C. N. Bogel House</td>
<td>1930</td>
<td>1204 W. Levee St.</td>
<td>07-6890-0290-0120-00</td>
<td>2020-24</td>
<td>A</td>
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<tr>
<td>Ruth B. &amp; Charles E. Kailey House</td>
<td>1930</td>
<td>1206 W. Levee St.</td>
<td>07-6890-0290-0110-00</td>
<td>2019-23</td>
<td>A</td>
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<tr>
<td>Myrtle Manner &amp; Harry E. Blum House</td>
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<td>10-12 Poinsettia Dr.</td>
<td>04-9040-0110-0030-00</td>
<td>2020</td>
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<tr>
<td>Agnes E. Tipton &amp; Robert E. Velten House</td>
<td></td>
<td>994 Sunshine Rd.</td>
<td>07-9800-0180-0210-00</td>
<td>2020-24</td>
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Executive Session (City Attorney Only)

Select

<table>
<thead>
<tr>
<th>Agenda</th>
<th>Ordinance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time Needed:</td>
<td>First Reading</td>
</tr>
<tr>
<td>Action Item:</td>
<td>Second Reading</td>
</tr>
</tbody>
</table>

Information: Please include additional information/request.

Texas Government Code Section 551.087, Economic Development to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations or to deliberate the offer of a financial or other incentive to a business prospect, to wit:

1. “Project Founder”. (City Manager’s Office)
Consultation with attorney pursuant to Section 551.071(1)(a) of the Texas Government Code, on a matter related to the pending litigation in case styled New Cingular PCS, LLC v. The City of Brownsville, Civil Action No. 1:19-cv-00091 (Southern District of Texas, Brownsville Division)

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

City Attorney

Date Reviewed: By:
Comments:

Finance Department

Date Reviewed: By:
Comments:

City Commission

Approved: Yes No
Date:
Initials: Date:

Assistant City Manager

Approved: Yes No
Initials: Date:

Deputy City Manager

Approved: Yes No
Initials: Date:

City Manager’s Approval

Signature: Date: