1. AGENDA FOR JUNE 16, 2020
   Documents:
   
   AGENDA 06-16-2020.PDF

2. PACKET FOR JUNE 16, 2020
   Documents:
   
   PACKET 06-16-20202.PDF
NOTICE OF A PUBLIC MEETING OF THE
CITY COMMISSION OF THE CITY OF BROWNSVILLE

TELECONFERENCE OPEN MEETING

Pursuant to Chapter 551, Title 5, Section 551.041, of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City Commission of the City of Brownsville will conduct a Regular Meeting on Tuesday, June 16, 2020, at 5:00 P.M. via Zoom Teleconference Meeting by logging on at:

https://us02web.zoom.us/j/85932394419?pwd=bitnUSs3YkJWbW9zbWsvY0pvTUU3Zz09
Meeting Number: 859 3239 4419
Password: 950820

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

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

One tap mobile
+13462487799,,85932394419#,,1#,950820# US (Houston)
+16699006833,,85932394419#,,1#,950820# US (San Jose)

Dial by your location
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
Meeting ID: 859 3239 4419
Password: 950820

Find your local number: https://us02web.zoom.us/u/kcXXHwBqac

Members of the public who submitted a “Public Comment Form” will be permitted to offer public comments as provided by the agenda and as permitted by the presiding officer during the meeting.

A recording of the meeting will be made and will be available to the public in accordance with the Open Meetings Act.
CALL TO ORDER

a) ROLL CALL
b) INVOCATION

PROCLAMATION(S)

Rodolfo & Josefina Solis  
(Mayor Trey Mendez/Commissioner J. Tetreau)
LGBTQ Pride Month  
(Commissioner J. Tetreau/Mayor T. Mendez)

PRESENTATION(S)

Mitte Foundation and Cultural District Report (City Manager's Office)

PUBLIC COMMENT PERIOD

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

WORK SESSION(S)

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

1) Presentation and update on Cameron County Regional Mobility Authority (CCRMA) Projects, including the West Rail Trail Project/West Blvd. Project. (Multimodal Transportation-Mobility)

2) Redistricting presentation by Rolando Rios regarding Brownsville 2020 City Commission Redistricting Precensus Analysis. (Planning & Redevelopment Department)

3) Discussion regarding the City of Brownsville response to the urgent public necessity concerning COVID-19, otherwise known as Coronavirus, including but not limited to:
   a. Continuity Plan Update: City staffing, facilities and services, including actions and continuity of such operations;
   b. Financial Update: Emergency Procurement; and
   c. Drive-thru collections/testing site update

CONSENT AGENDA ITEM(S)

The following are considered to be routine by the City Commission and will be approved by one motion. There will be no separate discussion of these items unless a City Commissioner so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the Agenda.
1) Consideration and ACTION to award a term contract, RFP# RBW-28-0515, for body camera licensing, data storage, and maintenance for the City of Brownsville Police Department.  
(Brownsville Police Department)

2) Consideration and ACTION on RESOLUTION NUMBER 2020-048 to sign the Advance Funding Agreement (AFA) between the U.S. Geological Survey (USGS) and City of Brownsville for Phase I development of Hydrologic Model of the Brownsville Resaca and Canal System in the amount of $32,500 as budgeted.  
(Engineering & Public Works)

3) APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2019-068-CO, to rezone from Dwelling “G” (DG) to Apartment “G” (AG-CO) for Lot 26, Block 1, St. Tropez Subdivision, Cameron County, Texas, located at 2521 Old Port Isabel Road, with a Conditional Overlay.  
(District 2) (Planning & Redevelopment Department)

4) APPROVAL on SECOND and FINAL READING on Ordinance Number 2020-318-LL, amending the City of Brownsville Code of Ordinances, repealing and replacing in their entirety Chapter 106, Article II Sections 106-107, 106-108 and 106-38.  
(Police Department)

ITEMS FOR INDIVIDUAL CONSIDERATION(S)

1) Consideration and ACTION to approve Resolution Number 2020-063, to remove and donate the Jefferson Davis Monument located at Washington Park.  
(Commissioner J. Tetreau/Mayor T. Mendez)

2) Consideration and ACTION on Resolution Number 2020-061 in support of a Cultural District Designation Application to the Texas Commission on the Arts.  
(City Manager's Office)

3) Consideration and ACTION on the Seventh Amended Declaration of Local Disaster for Public Health Emergency.  
(City Manager's Office)

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(Commissioners N. Galonsky Pizana/R. Gowen)

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(Financial Services)

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1) Attorney consultation pursuant to Section 551.071, Texas Gov't Code to receive legal advice regarding the City Commission's duties, privileges, rights, and responsibilities pertaining to the issuance award of a specific franchise license for residential waste management pursuant to the City's General Franchise Ordinance and applicable state law requirements and to address related legal issues.

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By: Trey Mendez
Mayor of the City of Brownsville

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PROCLAMATION

RODOLFO & JOSEFINA SOLIS
PROCLAMATION

LGBTQ PRIDE MONTH
To: Mayor and City Commission  
Through: Noel Bernal, City Manager  

From:  

Date: Tuesday, June 16, 2020  
Agenda #: Mitte Foundation and Cultural District Report (City Manager's Office) 

Summary:  
Mitte Foundation would like to report back to the Commission on their timeline for Linear Park improvements 

Project Scope and Analysis:  

Funding:  
Source:  
Amount: $ 
Local Contribution if Applicable:  

Recommendation:  

Commission Pillar:  

Attachments:  
None
**TO:** Mayor and City Commission  
**FROM:** Joel Garza, Mobility Director  
**SUBJECT:** CCRMA Update - West Rail Trail Project  
**DATE:** 6/5/2020  
**THROUGH:** Noel Bernal, City Manager

### Agenda Item

<table>
<thead>
<tr>
<th>Executive Session (City Attorney Only)</th>
<th>Presentation</th>
<th>Agenda</th>
<th>Ordinance</th>
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<td>Time Needed: 10 Min.</td>
<td>Public Hearing</td>
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### Information: Please include additional information/request.

Presentation and update on CCRMA Projects, including the West Rail Trail Project/West Blvd. Project.

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

<table>
<thead>
<tr>
<th>Department</th>
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<tbody>
<tr>
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### City Manager’s Approval

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<th>Signature:</th>
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To: Mayor and City Commission
Though: Noel Bernal, City Manager
From: Joel Garza, Mobility Director – Multimodal Transportation
Date: June 5, 2020
Agenda: Presentation and update on CCRMA Projects, including the West Rail Trail Project/West Blvd Project. (Multimodal Transportation)

Summary:

A brief presentation will be given during the City Commission Meeting regarding the Cameron County Regional Mobility Authority Projects including the West Rail Trail Project/West Blvd. Project.
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Rick Vasquez, Planning & Redevelopment Director
Date: Tuesday, June 16, 2020
Agenda #: Redistricting presentation by Rolando Rios regarding Brownsville 2020 City Commission Redistricting Precensus Analysis. (Planning & Redevelopment Department)

Summary:

Project Scope and Analysis:

Funding:
Source:
Amount: $
Local Contribution if Applicable:

Recommendation:

Commission Pillar:

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

From:

Date: Tuesday, June 16, 2020
Agenda #: Discussion regarding the City of Brownsville response to the urgent public necessity concerning COVID-19, otherwise known as Coronavirus, including but not limited to:
   a. Continuity Plan Update: City staffing, facilities and services, including actions and continuity of such operations;
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Summary:

Project Scope and Analysis:

Funding:
   Source:
   Amount: $
   Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:
None
**TO:** Noel Bernal, City Manager  
**FROM:** Felix Sauceda, Chief of Police  
**SUBJECT:** Agenda Item - Axon Contract  
**DATE:** 6/5/2020  
**THROUGH:** Bryant Walker, Assistant City Manager

**AGENDA ITEM**  
COMMISSION MEETING DATE: 06/19/20

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

Consideration and Action to renew maintenance of body cameras contract for the Brownsville Police Department.

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To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Felix Sauced, Chief of Police

Date: June 5, 2020

**Agenda:** Consideration and **ACTION** to award a term contract, RFP# RBW-28-0515, for body camera licensing, data storage, and maintenance for the City of Brownsville Police Department. (Brownsville Police Department)

This is a contract renewal for maintenance of body cameras with Axon Enterprise. In 2015, Axon Enterprise (Formally Taser) was selected as provider for the police body camera program. The Texas Department of Information Resources (DIR) contract renewal is five (5) year maintenance agreement, which provides complete support for the police worn body cameras. This includes all software updates and two (2) complete camera replacements during the term of the contract. Funding for this expenditure is through Police Budget Code 01-311-752.

**Summary**

Year 1 - $55,000  
Year 2 - $125,000  
Year 3 - $125,000  
Year 4 - $125,000  
Year 5 - $125,000

Total Cost: $555,000

The Brownsville Police Department recommends approval of term contract RFP# RGW-28-015 for body camera licensing, data storage, and maintenance.
Finance Department/Procurement Services

PROCUREMENT ANALYSIS

Date: June 5th, 2020
To: Mr. Noel Bernal City Manager
From: Mr. Lupe Granado III, Finance Director
CC: Jose F. Perez, Procurement and Contracting Assistant Director
Subject: Agenda Item for the City Commission meeting of June 16th, 2020:
“Consideration and Action to Award a Term Contract for Body Camera Licensing, Data Storage and Maintenance for the City of Brownsville Police Department”
RFP # RBW-28-0515

RECAP

At the request of the Police Chief, Felix Saucedo Jr., the Finance Department/Procurement Services solicited formal sealed Request for Proposals for the Purchase, Delivery and Maintenance for Body Cameras on March 13, 2015. Current contract will expire on August 31, 2020. It is the intent of the Brownsville Police Department to renew the contract for Body Camera Licensing, Data Storage and Maintenance from Axon Enterprise, Inc. (Formerly Taser International).

Process:

The Cooperative proposal satisfies Texas Local Government Code Section §252.022-(12) (D) General Exemptions “under an Interlocal contract for cooperative purchasing administered by a regional planning commission established under chapter 391; provides goods or services at the best value for the municipality” and Section § 271.101 Cooperative Purchasing Program, the bidding requirement has been satisfied. Therefore, advertisement or invitations for sealed formal bids were not required for this procurement [Bookmark “A” - Section §252.022-(12) (D) General Exemptions and Section § 271.101 Cooperative Purchasing Program of the Texas Government Code]. Texas DIR Contract # DIR-TS-3561.

Procurement Summary
Consideration and Action to Award a Term Contract for Body Camera Licensing, Data Storage and Maintenance to Axon Enterprise, Inc. (Formerly Taser International) for the following years and amount:

- Year 1: $ 55,000.00
- Year 2: $ 125,000.00
- Year 3: $ 125,000.00
- Year 4: $ 125,000.00
- Year 5: $ 125,000.00

Grand total $555,000.00

1. This contract shall commence upon award by the City Commission and shall expire on August 31, 2025.
**SHIP TO**
Louie De Leon  
Brownsville Police Department - TX  
600 E. JACKSON ST.  
Brownsville, TX 78520  
US

**BILL TO**
Brownsville Police Department - TX  
600 E. JACKSON ST.  
Brownsville, TX 78520  
US

---

### Year 1

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| **Services** | **AXON STARTER** | **1** | **2,750.00** | **2,749.30** | **2,749.30** |

**Subtotal** 55,000.00
**Estimated Shipping** 0.00
**Estimated Tax** 0.00
**Total** 55,000.00

### TAP Refresh - Contract #00005154

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## TAP Refresh - Contract #00005154 (Continued)

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Subtotal 0.00

Estimated Tax 0.00

Total 0.00

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Subtotal 0.00

Estimated Tax 0.00

Total 0.00

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Total: 125,000.00

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Subtotal 125,000.00
Estimated Tax 0.00
Total 125,000.00

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Subtotal 125,000.00
Estimated Tax 0.00
Total 125,000.00

### Year 5

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<th>List Unit Price</th>
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**Discounts (USD)**

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*Total excludes applicable taxes*

## Summary of Payments

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<td>125,000.00</td>
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<tr>
<td><strong>Grand Total</strong></td>
<td><strong>555,000.00</strong></td>
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</table>
Notes

TX DIR Contract No. DIR-TSO-3561 used for pricing and purchasing justification.

100% discounted body-worn camera and docking station hardware contained in Year 1 reflects a TAP replacement for hardware purchased under existing contract #00005154. All TAP obligations from this contract will be considered fulfilled upon execution of this quote. This refreshed hardware will be covered under the Technology Assurance Plan (TAP) and will be eligible for 1 replacement at the 30 month mark of this contract.

Tax is subject to change at order processing with valid exemption.

Axon’s Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon’s Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: __________________________ Date: __________________________

Name (Print): __________________________ Title: __________________________

PO# (Or write N/A): __________________________

Please sign and email to Danny Thielien at dthielen@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

***Axon Internal Use Only***

<table>
<thead>
<tr>
<th>Review 1</th>
<th>Review 2</th>
</tr>
</thead>
</table>

SFDC Contract #:
Order Type:
RMA #:
Address Used:
SO #:

Comments:
**ATTENTION**

This order may qualify for freight shipping, please fill out the following information.

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<th>Question</th>
<th>Answer</th>
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</thead>
<tbody>
<tr>
<td>What is the contact name and phone number for this shipment?</td>
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<tr>
<td>What are your receiving hours? (Monday-Friday)</td>
<td></td>
</tr>
<tr>
<td>Is a dock available for this incoming shipment?</td>
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</tr>
<tr>
<td>Are there any delivery restrictions? (no box trucks, etc.)</td>
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</tr>
</tbody>
</table>
Amendment Number 4
to
Contract Number DIR-TSO-3561
between
State of Texas, acting by and through the Department of Information Resources
and
Axon Enterprise, Inc.

This Amendment Number 4 to Contract Number DIR-TSO-3561 ("Contract") is between the Department of Information Resources ("DIR") and Axon Enterprise, Inc. ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

1. **Contract, Section 1, Introduction, C. Order of Precedence**, is hereby restated in its entirety as follows:

   For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Master Services and Purchasing Agreement; Appendix E, Axon Signal Sidearm; Appendix F, Axon API; Appendix G, Axon Fleet Agreement; Appendix H, Axon Interview Room Appendix; Appendix I, Term of Use (For Multiple Products); Exhibit 1, Vendor’s Response to RFO DIR-TSOTMP-226, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-226, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Appendix E, then Appendix F, then Appendix G, then Appendix H, then Appendix I, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. **Contract, Section 2. Term of Contract** is hereby amended as follows:

   DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through November 18, 2020, or until terminated pursuant to the termination clauses contained in the Contract. No renewal option remains. The parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. **Appendix A, Standard Terms and Conditions For Products and Related Services Contracts, version 09/29/2017**, is hereby replaced in its entirety with **Appendix A, Standard Terms and Conditions For Products and Services Contracts, version 11/06/2019**, where previous authorized exceptions to Appendix A were allowed and documented as part of the Contract. In such cases, the previously authorized exceptions shall be applied to the portions of the new Appendix A which are comparable to those in the earlier Appendix A for which they were written, and this without regard for the numbering or lettering.
associated with any of the documents. Applied in such manner, the exceptions shall remain in full force and effect until such time the contract expires or is terminated.

4. **Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts version 11/06/2019.**

   A. **Section 4 General Provisions, B. Modification of Contract Terms and/or Amendments,** is hereby replaced in its entirety as follows:

   2) DIR may amend the contract upon thirty (30) calendar days written notice to Vendor without the need for a formal contract amendment: i) as necessary to satisfy a regulatory requirement imposed upon DIR by a governing body with the appropriate authority, or ii) as necessary to satisfy a procedural change due to DIR system upgrades or additions. If Vendor does not accept an amendment issued under 2) ii), Vendor may cancel its Contract with DIR.

   B. **Section 4 General Provisions, I. Data Location,** is hereby replaced in its entirety as follows:

   For Texas agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains always and exclusively within the contiguous United States and that if for any reason Axon accesses Agency Content, it will do so only from within the contiguous United States. Ownership of Agency Content remains with Agency.

   Regardless of any other provision of this Contract or its incorporated or referenced documents, all of the data for State of Texas Customers identified by the State as requiring their data to remain in the continental United States shall remain, and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the contiguous United States. A State of Texas Customer can specifically request otherwise. For all local governments and education customers within the State of Texas, as well as Customers outside the State of Texas’ jurisdiction, the question of data location shall be at the discretion of such Customers. NOTE: CLIENTS SHOULD CONSIDER WHETHER THEY REQUIRE CONTINENTAL US-ONLY DATA LOCATION AND HANDLING

5. **Appendix C, Pricing Index (per Amendment 3),** is hereby replaced in its entirety with **Appendix C, Pricing Index (per Amendment 4),** as attached.

6. **Appendix I, Term of Use (For Multiple Products),** is hereby added to the Contract.

All other terms and conditions of the Contract not specifically modified herein shall remain in full force and effect. In the event of a conflict among provisions, the order of precedence shall be this Amendment 4, then Amendment Number 3, then Amendment Number 2, then Amendment Number 1 and then the Contract.
IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than 11/18/2019.

Axon Enterprise, Inc.

Authorized By:  

Name: Robert Driscoll, VP Sales Operations

Title: VP, Associate General

Date: 11/14/2019 | 9:09 AM CST

The State of Texas, acting by and through the Department of Information Resources

Authorized By:  

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 11/14/2019 | 2:42 PM CST

Office of General Counsel:  

11/14/2019 | 12:59 PM CST
STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES

CONTRACT FOR PRODUCTS AND RELATED SERVICES

TASER INTERNATIONAL INC.

1. Introduction

A. Parties
This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Taser International Inc. (hereinafter “Vendor”), with its principal place of business at 17800 North 85th Street, Scottsdale, Arizona 85255.

B. Compliance with Procurement Laws
This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-226, on May 26, 2015, for Law Enforcement IT Hardware, Software and Services. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-226 shall be posted by DIR on the Electronic State Business Daily.

C. Order of Precedence
For purchase transactions under this Contract, the order of precedence shall be as follows: this Contract; Appendix A, Standard Terms and Conditions For Products and Related Services Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Appendix D, Maser Services and Purchasing Agreement; Exhibit 1, Vendor’s Response to RFO DIR-TSO-TMP-226, including all addenda; and Exhibit 2, RFO DIR-TSO-TMP-226, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor governing purchase transactions. In the event of a conflict between the documents listed in this paragraph related to purchases, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Appendix D, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

2. Term of Contract
The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms.
Additionally, the parties by mutual agreement may extend the term for up to ninety (90) additional calendar days.

3. **Product and Service Offerings**

   **A. Products**
   
   Products available under this Contract are limited to Products and Related Services for Surveillance, Security and Monitoring as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer’s product line which was not included in the Vendor’s response to the solicitation described in Section 1.B above.

   **B. Services**
   
   Services available under this Contract are limited to Products and Related Services for Surveillance, Security and Monitoring as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

4. **Pricing**

   Pricing to the DIR Customer shall be as set forth in Appendix A, Section 8, Pricing, Purchase Orders, Invoices and Payment, and as set forth in Appendix C, Pricing Index, and shall include the DIR Administrative Fee.

5. **DIR Administrative Fee**

   **A** The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is three-quarters of one percent (.75%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling $100,000 shall be $750.00.

   **B** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

6. **Notification**

   All notices under this Contract shall be sent to a party at the respective address indicated below.

   If sent to the State:
   Dana L. Collins, CTPM, CTCM
   Manager, Contract and Vendor Management
   Department of Information Resources
   300 W. 15th St., Suite 1300
   Austin, Texas 78701
7. **License and Service Agreements**

A. **Shrink/Click-wrap License Agreement**

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer’s responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

C. **Conflicting or Additional Terms**

In the event that conflicting or additional terms in Shrink/Click Wrap License Agreements, Service and Maintenance Agreements or linked or supplemental documents amend or diminish the rights of DIR Customers or the State, such conflicting or additional terms shall not take precedence over the terms of this Contract.

In the event of a conflict, any linked documents may not take precedence over the printed or referenced documents comprising this contract; provided further that any update to such linked documents shall only apply to purchases or leases of the associated Vendor product or service offering after the effective date of the update; and, provided further, that, if Vendor has responded to a solicitation or request for pricing, no update of such linked documents on or after the initial date of Vendor’s initial response shall apply to that purchase unless Vendor directly informs Customer of the update before the purchase is consummated.
In the event that different or additional terms or conditions would otherwise result from accessing a linked document, agreement to said linked document shall not be effective until reviewed and approved in writing by Customer’s authorized signatory.

Vendor shall not [without prior written agreement from Customer’s authorized signatory,] require any document that: 1) diminishes the rights, benefits, or protections of the Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of the Customer; or 2) imposes additional costs, burdens, or obligations upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

If Vendor attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to the contract between DIR and Vendor or Vendor and Customer, and Vendor will nonetheless be obligated to perform the contract without regard to the prohibited documents, unless Customer elects instead to terminate the contract, which in such case may be identified as a termination for cause against Vendor.

The foregoing requirements apply to all contracts, including, but not limited to, contracts between Customer and a reseller who attempts to pass through documents and obligations from its Manufacturer of Publisher.

8. **Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts**, as listed below are hereby added as follows:

A. **Section 5. Intellectual Property, Subsection A. Definitions, 1) “Work Product”, is hereby replaced in its entirety as follows:**

1) “Work Product” means any and all bespoke deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative
works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

VP Sales Operations

B. Section 10. Vendor Responsibilities, Subsection A. Indemnification, 2) Acts or Omissions, is hereby replaced in its entirety as follows:

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED REASONABLE COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any product defects, or intentional, willful, reckless, or negligent acts or omissions, of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

C. Section 10. Vendor Responsibilities, Subsection A. Indemnification, 3) Infringements, a), is hereby replaced in its entirety as follows:

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING REASONABLE ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE
AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

D. Section 10. Vendor Responsibilities, Subsection B. Taxes/Worker’s Compensation/UNEMPLOYMENT INSURANCE, 2), is hereby replaced in its entirety as follows:

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED REASONABLE COSTS, ATTORNEYS’ FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

(Remainder of Page Intentionally Left Blank)
This Contract is executed to be effective as of the date of last signature.

TASER INTERNATIONAL INC.

Authorized By: [Signature]

Name: Robert Driscoll, VP Sales Operations

Title: VP Sales Operations

Date: 11/16/2016 | 5:44 PM CST

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Hershel Becker

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 11/18/2016 | 6:46 AM CST

Office of General Counsel: [Signature] 11/17/2016 | 1:42 PM CST
First Amendment to Quote Q-251050-43986.753DT

This First Amendment (Amendment) is between Axon Enterprise, Inc. (Axon), and the Brownsville Police Department (Agency). This Amendment is effective as of the last signature date on this Amendment. Axon and the Agency are each a “Party” and collectively “Parties”.

On ________________, the Parties entered into Quote Q-251050-43986.753DT (Quote). The Parties now wish to incorporate certain changes into the Quote. The Parties therefore agree as follows:

1. Axon’s Sales Terms and Conditions on Page 9 of the Quote is deleted in its entirety and replaced with the following:

   This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and the terms and conditions of TX DIR Contract No. DIR-TSO-3561, Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

2. All other terms and conditions of the Quote shall remain unchanged and in full force and effect.

Each representative identified below declares that the representative is authorized to execute this Amendment as of the date of signature.

Axon Enterprise, Inc.                                                   Brownsville Police Department

Signature: ____________________________________________                  Signature: ____________________________________________

Name: __________________________________________________          Name: __________________________________________________

Title: __________________________________________________________    Title: __________________________________________________

Date: _______________                                                                                        Date: _______________

"Approved as to Form and Legality
This 10th day of ______________
Title: _______________
Office of the Brownsville City Attorney"
TO: Noel Bernal  
FROM: Armando Gutierrez, P.E. Engineering & Public Works Direct  
SUBJECT: Agenda item for Resolution 2020-048  
DATE: 6/2/2020  
THROUGH: Helen Ramirez, Deputy City Manager

AGENDA ITEM COMMISSION MEETING DATE 06/16/20

<table>
<thead>
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Information: Please include additional information/request.

CONSIDERATION and ACTION on RESOLUTION NUMBER 2020-048: To sign the Advance Funding Agreement (AFA) between the U.S. Geological Survey (USGS) and City of Brownsville for water resource investigations in the amount of $32,500 as budgeted. (Engineering & Public Works)

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

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City Manager’s Approval

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Revised 3/2019
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Armando Gutierrez, P.E. Engineering and Public Works Director
Date: June 5th, 2020

Agenda: Consideration and ACTION on RESOLUTION NUMBER 2020-048 to sign the Advance Funding Agreement (AFA) between the U.S. Geological Survey (USGS) and City of Brownsville for Phase I development of Hydrologic Model of the Brownsville Resaca and Canal System in the amount of $32,500 as budgeted. (Engineering & Public Works)

Summary:
The City of Brownsville is recommending a joint funding agreement for the project(s) Texas Water Science Center Water Resources Investigations, during the period June 30, 2020 through September 30, 2020 in the amount of $32,500 from your agency. U.S. Geological Survey contributions for this agreement are $32,500 for a combined total of $65,000.

Funding for this project is available as part of the FY20 through accounts: Capital Improvement Plan Fund 803-8200-9994

The Engineering and Public Works Department recommends approval.
RESOLUTION NO. 2020-048

Commissioner ___________________________ introduced the following resolution and moved its adoption; the motion was duly seconded by Commissioner ___________________________ and carried by the following vote:

AYES:

NAYS:

The resolution thus adopted is as follows:


WHEREAS, the parties hereto agree that subject to the availability of appropriation and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and d43 USC 50b.

WHEREAS, the following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $32,500 by the party of the first part during the period April 1, 2020 to September 30, 2020
(b) $32,500 by the party of the second part during the period April 1, 2020 to September 30, 2020
(c) Contribution are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between parties.
WHEREAS, the cost of this program may be paid by either party in conformity with the laws and regulations respectively governing each party,

WHEREAS, the areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement,

WHEREAS, the field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part,

WHEREAS, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

NOW, THEREFORE, WE, THE MEMBERS OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, by virtue of the authority vested by the Charter of said City, do hereby resolve to enter into an Advanced Funding Agreement between the City of Brownsville and the International Boundary and Water Commission.

DONE THIS ___________ day of ___________, 2020

CITY OF BROWNSVILLE

TREY MENDEZ
Mayor

ATTEST

Griselda Rosas
Interim City Secretary
June 3, 2020

Mr. Armando Gutierrez
P.E.
City of Brownsville
404 E. Washington St.
Brownsville, TX 78520

Dear Mr. Gutierrez:

Enclosed is one signed scan of our standard joint-funding agreement for the project(s) Texas Water Science Center Water Resources Investigations, during the period June 30, 2020 through September 30, 2020 in the amount of $32,500 from your agency. U.S. Geological Survey contributions for this agreement are $32,500 for a combined total of $65,000. Please sign and return one fully-executed original to gs-w-ot_admin@usgs.gov.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **July 1, 2020**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Douglas Schnoebelen by phone number (210) 691-9262 or email dschnoebelen@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Kandis Becher at phone number (682) 316-5051 or email at kkbecher@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

**Timothy H. Raines**

Timothy H. Raines
Director

Enclosure
20SJJFATX212000 (2)
THIS AGREEMENT is entered into as of the April 1, 2020, by the U.S. GEOLOGICAL SURVEY, Texas Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Brownsville party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations (per attachment), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

   (a) $32,500 by the party of the first part during the period April 1, 2020 to September 30, 2020

   (b) $32,500 by the party of the second part during the period April 1, 2020 to September 30, 2020

   (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

   Description of the USGS regional/national program:

   (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

   (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices).
Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000006875
Agreement #: 20SJFATX212000
Project #: SJ009ME
TIN #: 74-6000422

9. Billing for this agreement will be rendered quarterly. Invoices not paid within 60 days from the billing date will bear interest, penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Douglas Schnoebelen
Branch Chief - South Texas
Address: 5563 DeZavala Road Suite 290
San Antonio, TX 78249
Telephone: (210) 691-9262
Fax: (210) 691-9270
Email: dschnoebelen@usgs.gov

USGS Billing Point of Contact

Name: Kandis Becher
Budget Analyst
Address: 501 W. Felix Street Bldg 24
Fort Worth, TX 76115
Telephone: (682) 316-5051
Fax: (682) 316-5022
Email: kkbecher@usgs.gov

Customer Technical Point of Contact

Name: Armando Gutierrez P.E.
Address: 404 E. Washington St.
Brownsville, TX 78520
Telephone: (956) 541-1012
Fax: armando.gutierrez@cob.us

Customer Billing Point of Contact

Susan Guzman

U.S. Geological Survey
United States
Department of Interior

Signature

TIMOTHY
By RAINES
Name: Timothy H. Raines
Title: Director
Date: 03/18/2020

City of Brownsville

Signatures

By ____________________ Date: __________
Name: ____________________
Title: ____________________

By ____________________ Date: __________
Name: ____________________
Title: ____________________

By ____________________ Date: __________
Name: ____________________
Title: ____________________
A Proposal Submitted to the City of Brownsville

Development of a Hydrologic Model of the Brownsville Resaca and Canal System

United States Geological Survey
Oklahoma-Texas Water Science Center
Introduction

The City of Brownsville, Texas, and other parts of the Lower Rio Grande Valley experience a range of water-resource management issues, including binational concerns. Some of the major issues faced by Brownsville and the Lower Rio Grande Valley include population growth and stress on infrastructure, drought, demand for municipal and agricultural water supply, water quality concerns, ecological and wildlife stress, and flooding. In June 2018, Brownsville and most of the Lower Rio Grande experienced devastating flooding. Twelve to eighteen inches of rain over four days resulted in estimated infrastructure damages of more than $250 million (National Weather Service, 2018).

The Lower Rio Grande Valley, including Cameron County and Brownsville, Texas, draws most of its water from the Rio Grande, via the Amistad-Falcon Reservoir system, which is shared with Mexico. The waters of the Lower Rio Grande are managed by the International Boundary and Water Commission (IBWC) and the Texas Commission on Environmental Quality’s (TCEQ) Rio Grande Watermaster. Most of the inflows in this section of the river are from the Mexican portion of the contributing area watershed. The Texas Water Development Board (TWDB) projects an increase in municipal water supply demand of about 33 percent for Brownsville by 2040 (Texas Water Development Board, 2015). Population growth on both sides of the U.S-Mexico border will result in additional pressure on available Rio Grande supplies and the need to more effectively manage available water resources.

The City of Brownsville also features approximately 70 river miles of resacas, which are historical Rio Grande distributary channels that were formed during periods of high flow before large dams were built on the Rio Grande (Figure 1). This network of resacas, ox-bows, and remnant lakes are no longer directly connected to the Rio Grande River. As a result, water in the resacas is supplied either directly from the runoff of local rainfall or from pumps that divert water from the Rio Grande. These hydrologic features are unique in the mostly semi-arid landscape, providing critical aquatic and riparian habitat in urban, suburban, and rural areas. As virtually the sole type of freshwater wetland in the region besides the Rio Grande, resacas maintain a variety of native flora; provide water, food and shelter for diverse fauna including
migratory avian species; and sustain several native fish and amphibian species. They also provide storm-water retention and irrigation water storage, and support recreational activities like fishing, kayaking, and birding (Handbook of Texas, Online, 2019).

![Figure 1. Brownsville Resaca and Canal Hydrologic Network](image)

**Problem**

The City of Brownsville lacks a real-time streamgaging and water-quality monitoring network and integrated computer simulation model that could provide data to (1) support management of water allocations and water quality for municipal, industrial, and irrigation uses, and (2) enhance public safety for monitoring and managing flooding.

In particular, an integrated computer simulation model and associated coupled real time data network is needed by the City and other stakeholders in the area that can be used to better understand and manage the complex resaca and canal drainage system and to evaluate the effects of various infrastructure improvements on water-supply management and possible mitigation of damages caused by major flooding. Further, a model is needed to evaluate possible effects of “what if” scenarios on the hydrology of the complex resaca and canal drainage system.
Objective and Scope

The objective of the project is to develop a hydrologic modeling system that can be used by resource managers to better understand and respond to water-resource issues such as water availability, flooding, and drainage system operations. When the modeling system is calibrated, it can be used to simulate various system actions (for example, dredging a resaca, or installing a pump station on a canal) and to compare the simulation results (streamflows or water levels) with and without the system action, in order to evaluate the possible effect on hydrologic conditions.

Approach

A hydrologic model of the Brownsville area resaca and canal system will be developed to provide local resource managers a tool to better understand, monitor, and support:

- Water accounting
- Drainage operations
- Streamflow and flood-routing scenarios
- Operational decision making
- Long-range infrastructure planning
- System optimization

To achieve the modeling objectives to support resource management, a proposed hydrologic modeling system will not only account for rainfall and runoff, but also simulate water-supply withdrawals, irrigation, and pumping and control-structure operations that depend on system conditions. The proposed model area (Figure 2) is about 87 square miles and includes the major resaca systems and interconnected canals in the City of Brownsville.
Figure 2. Hydrologic Model Study Area

The computer program proposed for development of a hydrologic model system is the Hydrological Simulation Program—FORTRAN (HSPF). HSPF is a continuous, semi-lumped parameter model (Singh, 1995) that provides continuous water balance and routing by tracking rainfall and runoff through the conceptual pathways of the hydrologic cycle. In HSPF, a watershed is represented by a group of hydrologically similar areas referred to as hydrologic response units (HRUs) that drain to a stream segment, lake, or reservoir referred to as a ReaCH REServoir (RCHRES). HRUs are areas in a subwatershed that have similar hydrologic and water-quality characteristics that are determined based on land use, surficial geology, soil characteristics, and other factors that are deemed to produce similar hydrologic responses to rainfall and potential evapotranspiration.

HSPF is composed of a series of computational routines that separately simulate processes of the hydrologic cycle. Specifically, HSPF simulates the hydrologic cycle as an interconnected series of storage (and processing) segments with water fluxes (volume per unit area per unit time) moving between the various storages. HSPF also features the ability to simulate operations such as pumping and control-structure operation that can vary depending on system conditions.
The result of HSPF simulations are time series of hydrologic parameters, or water-balance components (such as water level, flow rate, stream reach storage, infiltration rates, etc.) at any selected location in the watershed. HSPF time-series outputs can be linked to inputs of other models.

The hydrologic model will be developed in three phases. Phase 1 is the development of the model conceptual framework and structure. Phase 2 will be the model calibration, including the development of most of the input time series need for model calibration. Phase 3 will be simulation of various storm-event and watershed development scenarios and publishing of model documentation.

This proposal outlines a scope and budget only for phase 1 tasks which will begin in 2020. A separate proposal will provide additional scope, timeline, and proposed budget for completion of the modeling project. Phase 1 tasks include:

- Delineation of the drainage network for the resaca and canal system.
- Determine the stage-area-volume characteristics of drainage canals and resacas.
- Develop hydraulic conveyance characteristics of the stream-reach network.
- Identify locations of pump stations and control structures. Compile available information to develop preliminary characterization of pump operations within the model.
- Incorporate stream channel, drainage network, and structure hydraulic characteristics into a model representation of the system.

To help compile data needed for phase 1 tasks, USGS will visit with the City of Brownsville, University of Texas at RGV, various irrigation and drainage districts and other agencies to compile available spatial data and other information, as described above.
Timeline, Budget, and Deliverables

Phase 1 tasks are expected to begin about April 2020 and continue through September 2020. The proposed project funding for FY2020 for phase 1 of the model development is shown in the table below.

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<td>Total Funding</td>
<td>$65,000</td>
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Quarterly presentations to the stakeholders are planned and will provide updates on model development progress as well as to share findings on system characterization.

Relevance and Benefits

This study is relevant to the goals outlined in Water Mission Area Strategic Directions (Evenson and others, 2013):

1. **Anticipate and respond to water-related emergencies and conflicts:** Recent experience from Hurricane Harvey show the importance of real-time monitor networks and also, hydrologic model simulations that can demonstrate potential impacts from simulation of extreme scenarios.

2. **Deliver timely hydrologic data, analysis, and decision-support tools to support water-resource decisions:** The development of a hydrological modeling system will provide decision-support tools for resource managers and provide the foundation for continued development of advanced tools.

References


AGENDA ITEM      COMMISSION MEETING DATE 06/16/20

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Information: Please include additional information/request.

APPROVAL on SECOND and FINAL READING on ORDINANCE NUMBER 235-2019-068-CO: To rezone from Dwelling “G” (DG) to Apartment "G" (AG-CO) for Lot 26, Block 1, St. Tropez Subdivision, Cameron County, Texas, located at 2521 Old Port Isabel Road, Brownsville, Texas 78526, as shown in Exhibit "A", (District 2) with a Conditional Overlay.

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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: Rick Vasquez, Planning & Redevelopment Department Director

Date: June 16, 2020

RE: APPROVAL on SECOND and FINAL READING on Ord. No. 235-2019-068-CO

Purpose
Property owner, Gilberto de Leon, began by proposing a Specific Use Permit to allow Apartments, an Apartment (A) use, in Dwelling “G” (DG) on Lot 26, Block 1, St. Tropez Subdivision, Cameron County, Texas, located at 2521 Old Port Isabel Road, Brownsville, Texas 78526. Based on the surrounding similar uses and the mixed zoning nature of the area, staff recommended the applicant to rezone the property’s Use District rather than go through a Specific Use Permit. The applicant agreed to follow staff’s recommendation to rezone from Dwelling “G” (DG) to Apartment “G” (AG).

Property Analysis
The predominant land use in the surrounding area is single family dwelling. Additional uses, such as undeveloped land, multifamily developments, and commercial business (professional services, repair shops, restaurants, etc.) are also present within proximity of the subject property.

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

Background
The subject property on which the applicant is looking to construct an apartment complex is currently vacant. A zoning change is necessary since an apartment use is not permitted in a Dwelling use district. Rezoning to an apartment use district would permit the proposed use and would generally complement the surrounding zoning designations and uses of neighboring properties. As previously mentioned, staff recommended the route of a zoning change due to the latter. Additionally, it is in the opinion of staff that the rezoning of the subject property to an Apartment use district will serve as a transition buffer between Dwelling to the North and Commercial use districts to the South.

Given the size of the subject property (0.72 acre) and the Area District that is to remain the same (“G” – allows 12.5 units per acre), the applicant would potentially be able to construct a maximum of 9 units. Nevertheless, the applicant is only proposing 6 units.

Staff would like to point out that due to the recent amendment to the zoning code (Ord. No. 2020-235.94), this development will not be subject to area district requirements.

Recommendation
There was no written or verbal opposition at the Planning and Zoning Commission meeting on January 9, 2020. Planning and Zoning Commission supports this rezoning from Dwelling “G” (DG) to Apartment “G” (AG).

This item was presented for 1st Reading at City Commission on January 21, 2020 where it was tabled. There was no verbal or written opposition.

The item was brought back for 1st Reading at City Commission on June 2, 2020 where it was approved subject to the following condition:

A. To establish a 10 foot vegetation buffer along the rear property line.
Zoning Application

Multi-Family/Office/Commercial/Retail/Industrial

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

- Planning and Zoning Commission
- City Commission

Tentative Date:

Tentative Date:

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

Geographic ID #:

74-79441-0010-0260-00

Project Address:

2521 Old Port Isabel Rd.

Subdivision:

St. Tropez

Lot(s)/Block:

Lot 26, Block 7

Current Area Classification: "G"

Proposed Area Classification: "G"

Gross Acreage: .72 Acres

Current Zoning:

Dwelling

Proposed Zoning:

Apartment

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: Gilberto De Leon

Address: 148 Village East Drive

City: Los Fresnos

State: TX

Zip Code: 78566

Telephone: (956) 592-0440

Fax:

Email:

Signature:

Special Note: INCOMPLETE APPLICATION WILL NOT BE ACCEPTED

Representative/Agent Information

Name: David Camper

Address: 5258 Ridgeline Dr.

City: Brownsville

State: TX

Zip Code: 78526

Telephone: (956) 455-1582

Fax:

Email: campusdsgn@gmail.com

Signature:

Office Use Only

Date Submitted: 12/26/19

Code: 2N31

Application Fee: $500.00 Balance Due

Case Number 235-2019-068

Staff Recommends rezoning rather than SUP 12/17/19

Funds from SUP 235-2019-068-5 will be used to cover Zoning app fee
ORDINANCE NUMBER 235-2019-068-CO

AN ORDINANCE AMENDING THE “CITY ZONING ORDINANCE” BY AMENDING THE OFFICIAL ZONING ATLAS; AND DEALING WITH RELATED MATTERS INCLUDING $2000 PENALTIES.

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

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the “City Zoning Ordinance” by amending the Official Zoning Atlas so as to rezone from Dwelling “G” (DG) to Apartment “G” (AG), with a Conditional Overlay (AG-CO) for an area described as:

Lot 26, Block 1, St. Tropez Subdivision, Cameron County, Texas, located at 2521 Old Port Isabel Road, Brownsville, Texas 78526, as shown in Exhibit “A”.

Section 2. The property described above and within the boundaries of the conditional overlay established by the ordinance is subject to the following conditions:

A. To establish a 10 foot vegetation buffer along the rear property line.

Part 3. 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
A. Application Information

<table>
<thead>
<tr>
<th>Applicant/Property Owner:</th>
<th>Gilberto De Leon/David Campos</th>
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<tr>
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B. Application Type/Background

The applicant is requesting a Specific Use Permit to allow Apartments, an Apartment (A) use, in Dwelling “G” (DG).

C. Subject Property

The subject property is located on Lot 26, Block 1, St. Tropez Subdivision, Cameron County, Texas, located at 2521 Old Port Isabel Road, Brownsville, Texas 78526. The property is fronting Old Port Isabel Road, 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 3 lift stations (LS 55, LS 86, 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, Single Family Dwelling, and Apartment
- South: Commercial Business
- 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) and Medium Commercial (6C)
- South: Medium Retail (3C), General Retail (4C), and Light Commercial (5C)
- East: Apartment (A), Light Retail (2C), General Retail (4C), and Light Commercial (5C)
- West: Dwelling (D) and Apartment (A)
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 and Sub Regional Node. 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.

The Sub Regional Node is a balance of commercial and residential land uses so that neither use category takes prominence over the other. Residential uses should have an average density of 9 dwelling units per acre, and consist primarily of attached apartments and 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 Sub Regional Node.
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 supporting a rezone from Dwelling “G” (DG) to Apartment “G” (AG).
To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Rick Vasquez, Planning & Redevelopment Department Director

Date: June 16, 2020

RE: APPROVAL on SECOND and FINAL READING on Ord. No. 235-2019-068-CO

Purpose
Property owner, Gilberto de Leon, began by proposing a Specific Use Permit to allow Apartments, an Apartment (A) use, in Dwelling “G” (DG) on Lot 26, Block 1, St. Tropez Subdivision, Cameron County, Texas, located at 2521 Old Port Isabel Road, Brownsville, Texas 78526. Based on the surrounding similar uses and the mixed zoning nature of the area, staff recommended the applicant to rezone the property’s Use District rather than go through a Specific Use Permit. The applicant agreed to follow staff’s recommendation to rezone from Dwelling “G” (DG) to Apartment “G” (AG).

Property Analysis
The predominant land use in the surrounding area is single family dwelling. Additional uses, such as undeveloped land, multifamily developments, and commercial business (professional services, repair shops, restaurants, etc.) are also present within proximity of the subject property.

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

Background
The subject property on which the applicant is looking to construct an apartment complex is currently vacant. A zoning change is necessary since an apartment use is not permitted in a Dwelling use district. Rezoning to an apartment use district would permit the proposed use and would generally complement the surrounding zoning designations and uses of neighboring properties. As previously mentioned, staff recommended the route of a zoning change due to the latter. Additionally, it is in the opinion of staff that the rezoning of the subject property to an Apartment use district will serve as a transition buffer between Dwelling to the North and Commercial use districts to the South.

Given the size of the subject property (0.72 acre) and the Area District that is to remain the same (“G” — allows 12.5 units per acre), the applicant would potentially be able to construct a maximum of 9 units. Nevertheless, the applicant is only proposing 6 units.

Staff would like to point out that due to the recent amendment to the zoning code (Ord. No. 2020-235.94), this development will not be subject to area district requirements.

Recommendation
There was no written or verbal opposition at the Planning and Zoning Commission meeting on January 9, 2020. Planning and Zoning Commission supports this rezoning from Dwelling “G” (DG) to Apartment “G” (AG).

This item was presented for 1st Reading at City Commission on January 21, 2020 where it was tabled. There was no verbal or written opposition.

The item was brought back for 1st Reading at City Commission on June 2, 2020 where it was approved subject to the following condition:

A. To establish a 10 foot vegetation buffer along the rear property line.

City of Brownsville, Texas

1001 E. Elizabeth St., P.O. Box 911, Brownsville, Texas 78522 Telephone: 956-548-6007 Fax: 956-546-4021 www.cob.us
TO: Noel Bernal, City Manager  
FROM: Felix Sauceda, Chief of Police  
SUBJECT: Ordinance 2020-318-LL-Taxi Ordinance  
DATE: 6/10/2020  
THROUGH:  

AGENDA ITEM  
COMMISSION MEETING DATE 06/16/20

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

APPROVAL on SECOND and FINAL READING on Ordinance Number 2020-318-LL, amending the City of Brownsville Code of Ordinances, repealing and replacing in their entirety Chapter 106 Article II Sections 106-107, 106-108 and 106-38.

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

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**City Manager’s Approval**

| Signature: | Date: |
To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Felix Saucedo, Chief of Police

Date: June 12, 2020

**Agenda:** APPROVAL on SECOND and FINAL READING on Ordinance Number 2020-318-LL, amending the City of Brownsville Code of Ordinances, repealing and replacing in their entirety Chapter 106 Article II Sections 106-107, 106-108 and 106-38. (Police Department)

This amendment removes three (3) sections of the chapter.

1. Section 106-38 is removed and allows taxicabs to solicit businesses within city;
2. Section 106-107 removes restrictions on the number of taxi permits allowed; and
3. Section 106-108 removes limitations on the number of taxi companies allowed.

The change in the ordinance is designed promote more usage of taxis in our city and also provides a more even playing field with the advent of ride-sharing.

This project is part of a phased approach with more changes expected to be submitted for City Commission review to include use of technology and less restrictive ordinance regulations.
ORDINANCE NUMBER 2020-318-LL


WHEREAS, standards and regulations for taxicabs are necessary for consumer protection, public safety and welfare of the public; and

WHEREAS, such regulations will assure a fair environment of operation for the taxicab industry within our municipality; and

WHEREAS, the City Commission has determined that city officials have a responsibility to the citizens to administer and enforce the City Code of Ordinances in an ethical and efficient manner.

NOW THEREFORE, BE IT ORDAINED BY THE CITY OF BROWNSVILLE THAT THE CODE OF ORDINANCES IS HEREBY AMENDED, REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 106 ARTICLE II SECTIONS 106-107, 106-108 and 106-38 WITH THE FOLLOWING:

Sec. 106-107. - Reserved.

Sec. 106-108. - Reserved.

Sec. 106-38. - Soliciting business.

Solicitation of business will only be allowed in areas not served by a designated taxicab stand and the solicitation of potential passengers can only be conducted within 10 feet of the taxicab and only with the words “taxi”, “cab” or “taxicab”. Violators of this section, upon conviction, shall be fined at least $50.00 but not more than $200.00, and in case of violators of this section, the chief of police may suspend, for a period not exceeding 15 days, the taxicab permit for the taxicab for which such solicitation was made and the city chauffeur's license of the driver of such taxicab.

READ and ACKNOWLEDGED on First Reading on the ______ day ______, 2020.
READ and APPROVED on the Second reading on the ______ day of ________, 2020.

Juan “Trey” Mendez III
Mayor

ATTEST:                      APPROVED AS TO FORM

__________________________  ______________________________
Griselda Rosas, City Secretary  Rene E. De Coss, City Attorney
TO: Noel Bernal, City Manager  
FROM: Felix Sauceda, Chief of Police  
SUBJECT: Agenda Item / Amendment Taxi Ordinance  
DATE: 5/8/2020  
THROUGH: 

AGENDA ITEM | COMMISSION MEETING DATE 05/19/20

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

Consideration and action to amend the vehicle for hire ordinance section 106-38, soliciting business, removal of section 106-107, restriction on number of permits, removal of section 106-108, number of taxicab companies.

The amendment of section 106-38, Soliciting business, is to provide the citizens of Brownsville the opportunity to employ a vehicle for hire at locations previously restricted such as local eateries and licensed establishments. The removal of section 106-107 will remove the cap on the number of taxicab permits that can be issued, thus allowing taxicab companies the opportunity to put into service as many taxicabs as they deem necessary to better serve the citizens of Brownsville.

The removal of section 106-108 will remove the cap on the number of taxicab companies allowed to operate in Brownsville which will give other taxicab companies the opportunity to open a business in Brownsville to better serve its citizens.

****Consideration and Action, amending the City of Brownsville Code of Ordinances, repealing and replacing in their entirety Chapter 106 Article II Sections 106-107, 106-108 and 106-38.****

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

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**City Manager’s Approval**

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Revised 3/2019
To: Mayor and City Commission
Through: Noel Bernal, City Manager

Date: Tuesday, June 16, 2020
Agenda #: Consideration and ACTION to approve Resolution Number 2020-063, to remove and donate the Jefferson Davis Monument located at Washington Park. (Commissioner J. Tetreau/Mayor T. Mendez)

Summary:

Project Scope and Analysis:

Funding:
  Source:
  Amount: $
  Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:
1. Resolution Jefferson Memorial
RESOLUTION NUMBER 2020-063

A RESOLUTION OF THE CITY OF BROWNSVILLE, TEXAS AUTHORIZING THE REMOVAL OF THE JEFFERSON DAVIS MEMORIAL BOULDER FROM WASHINGTON PARK, ITS DONATION TO AN INTERESTED RECIPIENT AND AUTHORIZING SUCH OTHER ACTIONS NECESSARY OR CONVENIENT TO CARRY OUT THIS RESOLUTION.

WHEREAS, the City of Brownsville, Texas, received a number of complaints from concerned citizens regarding the propriety of the Jefferson Davis Memorial Boulder Monument display in Washington Park;

WHEREAS, the City of Brownsville, organized an open forum to determine the community’s sentiment regarding the memorial monument, and received the response of the majority of those in attendance, that the monument should be removed;

WHEREAS, the City of Brownsville, has identified and met with a museum and other recipients that are interested in receiving the donation of the monument; and

WHEREAS, the donation of the monument to a museum or other group that would preserve the memorial would benefit the City and accomplish a public purpose identified at the open forum of Brownsville citizens.

NOW, THEREFORE BE IT RESOLVED that the City of Brownsville, acting through its governing body, hereby authorizes the removal of the Jefferson Davis Memorial Boulder from Washington Park and authorizes the City Manager to finalize and execute the donation of the monument to an appropriate recipient in order to carry out this resolution.

DULY PASSED, ADOPTED AND APPROVED by the City Commission of the City of Brownsville, Texas, on the _____ day of ___________, 2020.

_______________________________________________________________________
Trey Mendez,
Mayor of the City of Brownsville, Texas

ATTEST:

_______________________________________________________________________
Griselda Rosas, Interim City Secretary
To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Ramiro Gonzalez, Director of Government and Community Affairs

Date: June 9, 2020

RE: Consideration and ACTION on Resolution Number 2020-061 in support of a Cultural District Designation Application to the Texas Commission on the Arts. (City Manager's Office)

Background

The Mitte Cultural District will be working on a submittal to the Texas Commission on the Arts (TCA) for the Designation of a Cultural District by that organization. The Cultural District Designation brings not only the designation but a potential of State Funding through the TCA. TCA the past two bienniums has received a five million dollar allocation from the State Legislature.

The proposed Resolution expresses city support for the designation.

Staff Recommendation

Staff recommends approval of a Cultural District Designation Application to the Texas Commission on the Arts.
Resolution No. 2020 - 061

A Resolution of the City of Commission of Brownsville in Support of a Cultural District
Application for the Mitte Cultural District, and the Texas Commission on the Arts

Whereas, the Mitte District, established in 1998, is a well-known area located in
downtown Brownsville that has standing traditions and important cultural heritage to the region
but also serves an cultural anchor for residents and visitors alike; and

Whereas, the Mitte District is home to Dean Porter park, Gladys Porter Zoo, Camille
Playhouse, Children’s Museum, Brownsville Fine Arts Museum, Brownsville Historical
Association, and many others that make Brownsville a unique travel destination;

Whereas, the Mitte District is uniquely positioned, harnessing the culture, heritage,
geography and population of Brownsville and the lower Rio Grande Valley to drive community
development, support and enhance the arts, provide world class amenities, and leverage tourism
to the benefit of the city and the region;

Whereas, the Mittie District attracts artists and cultural enterprises to the community,
encourages business, and job development and addresses specific community needs while still
planning for the long term and devoting extra resources to sustaining the local district;

Whereas, ongoing and planned projects are aimed to engage diverse communities and
build community by bringing people together to enjoy, celebrate, and learn about their history
and culture; creating a sense of belonging to this place
NOW, THEREFORE, BE IT

RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TX:

BE IT FURTHER RESOLVED:

1. That the City of Brownsville enthusiastically supports the Mitte Cultural District Application for Cultural District Designation by the Texas Commission on the Arts.

Adopted by the City Commission of the City of Brownsville, Texas on June 16, 2020.

(Seal)

BY: ______________________

Trey Mendez

Mayor

ATTEST: ______________________

Griselda Rosas

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

From:

Date: Tuesday, June 16, 2020
Agenda #: Consideration and ACTION on the Seventh Amended Declaration of Local Disaster for Public Health Emergency. (City Manager's Office)

Summary:

Project Scope and Analysis:

Funding:
Source:
Amount: $
Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:
None
To: Mayor and City Commission

From: Noel Bernal, City Manager

Date: June 12, 2020

RE: Consideration and ACTION to create an Equity Task Force.

**Background:** City staff is seeking direction from the City Commission on the creation of an Equity Task Force.
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Damaris McGlone, Parks & Recreation Director
Date: Tuesday, June 16, 2020
Agenda #: Consideration and ACTION to rescind awarded contract to R.E. Friedrichs Co. for the Brownsville Community Resource Center Senior Center Project. (Parks and Recreation Department)

Summary:
On the May 25, 2020 City Commission contract was awarded to R.E. Friedrichs Co. for the Brownsville Community Resource Center Renovation, who has since withdrawn their bid from consideration.

Bid #IRF-22-0419
Senior Center Renovation Project - CCR-05-0620
TPWD PN 51-000073

Project Scope and Analysis:
The City of Brownsville will renovate and develop a 2,796 sq’ Senior Center to include event/activity/recreational areas, event/activity/teaching kitchen, restroom, walkways, community garden with irrigation, demolition and utilities. The site is located at 519 E. Madison St Brownsville, Cameron County, Texas.

Funding:
Source: Texas Parks and Wildlife Department
Amount: $277164
Local Contribution if Applicable: 277,164

Recommendation:
Architect Juan Mujica, Jr., the Parks and Recreation Department, and Engineering Department are all in agreement to rescind the contract.

Commission Pillar:
Quality of Life and Economic Development - this project is designed to allow microbusiness growth by providing commercial kitchen requirements that are often too expensive for small start up business who desire to provide culinary products and services. This space offers a stepping stone approach to set up novice entrepreneurs to learn the skill sets to embark on culinary business plan.

**Attachments:**

1. 18 38 LcobDG-gahJM award recommendation 05 21 20
2. BCRC_Backup- CCR-05-0620 -03-17-2020
3. BCRC Area A Estimate-2016
4. Cosper Associates Fee Proposal - Brownsville Senior Center
5. City of Brownsville LcobDG-gamJM AEproposal 10 04 18 (2)
May 21, 2020

Mr. Doro Garcia  
Asst City Engineer  
City of Brownsville  
404 E. Washington  
Brownsville, TX 78520

RE: 18.38 Brownsville Sr Center – Brownsville, TX

Mr. Garcia:

At the request of the procurement department, I am providing this recommendation based on recent correspondence regarding the Brownsville Sr. Center.

R. E. Friedrichs Co. was awarded the project on April 7, 2020 and after review of their submitted bid, they have withdrawn their bid from consideration.

Of the submissions provided on bid date, it appears that H20 is the only conforming / responsive bidder and as such provides the best value to the City of Brownsville for its Sr. Center project.

Noting the above, we recommend that H20 be awarded this project.

Should you require any additional information, please do not hesitate to contact our office.

Thank You

Juan Mujica, Jr.  
Gignac I Architects
### Budget Performance Report

**Date Range:** 10/01/19 - 09/30/20
**Include Rollup Account and Rollup to Account**

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TO: Pete Gonzalez, Deputy City Manager
FROM: Damaris McGlone, Parks and Recreation Director
SUBJECT: BCRC/TPWD Grant To Utilize Park Improvement Funds
DATE: 11/27/17
CC: Michael Lopez, ACM; Lupe Granado, Finance Director

See attached memo- character space is limited in this format.

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City Manager's Approval

Signature: [Signature]
Date: 12-5-17
TO: Pete Gonzalez, Deputy City Manager

FROM: Damaris McGlone, Parks and Recreation Director

CC: Lupe Granado III, Finance Director
Michael Lopez, City Manager
Constanza Minor, Planning Director
Marina Zolezzi,

DATE: 11/27/2017

SUBJECT: BCRC/TPWD Grant To Utilize Park Improvement Funds

The Parks and Recreation Department is requesting to utilize funding from the Parks improvement Fund "Subdivision Park Fees" [01-569-115 FB01] for the execution of the awarded grant from the Texas Parks and Wildlife Department for Building A of the Brownsville Community Resource Center to be used as a senior center which will serve the entire Brownsville community. It was confirmed on 11/06/17 that as of June 2017 the funding available in the account was in the amount of $280,000.00 which is sufficient to cover the city's portion of the 50:50 match of $277,164.00 for the total project cost of $554,328.00. Please confirm funding amount so that we can use these funds for this project; so that we may execute the grant agreement to remain in good standing with the Texas Parks and Wildlife Department, a key funding agency for many City of Brownsville’s projects.

Sincerely,

ND McGlone, CTRS*
*Certified Therapeutic Recreation Specialist
Parks and Recreation Director

City of Brownsville | Parks and Recreation Department
1338 E 8th St. | Brownsville, TX 78520
Office 956-547 6870 | Cell 956-243-7970
damaris.mcglore@cob.us | www.cob.us
INTEROFFICE MEMORANDUM

PLANNING DEPARTMENT

To: Damaris McGlone, Parks and Recreation Director

Cc: Pete Gonzalez, Deputy City Manager
    Michael Lopez, Assistant City Manager
    Lupe Granado, Finance Director

From: Constanza Miner, Planning and Development Services Director

Date: November 17, 1017

Subject: Grant match for PARD site improvements for future park program purposes

I have been advised of that the City of Brownsville is considering utilizing the Parks Dedication Fund as the funding source to provide the 50:50 grant match for the awarded (March 23, 2017 – July 15, 2020) Texas Parks and Wildlife Recreation Grants Local Park Grant Program TPWD Project Number 51-000073 in the amount $277,164.00. I understand that the total project cost is $554,328.00 and will be used for the renovation improvements to Building A of the Brownsville Community Resource Center, located at the intersection of 6th St. and Madison and legally described as: TRACT I: Lots 1, 2 and 3, Block 109 and Lots 5 & 6, Block 110, ORIGINAL TOWNSITE OF BROWNSVILLE, Cameron County, Texas, 0.4132 ACRE and TRACT II: The Front ⅓ of Lot 4, Block 109, ORIGINAL TOWNSITE OF BROWNSVILLE, Cameron County, Texas, 0.0689 ACRE.

To satisfy City Ordinance Number 2016-1479-C, section 332-171 (1) d. please be advised that I am in agreement with the use of funds for the above referenced tracts of land for park improvements. These improvements align with the 2015 PARD Master Plan, ordinances and the planned use of Building A as the future site for a senior recreation center is located in a highly densely populated area that lacks parks and programming for this segment of our population. This improvement will help provide the entire city much needed senior services.

My understanding is that if agreed by City Management, the funds for this transaction will be from the Parks Dedication Fund that currently has a balance of $285,282.00 and made available through account number 01-9115-848-174.

Should you have any questions please do not hesitate to contact me at any time.
ORDINANCE NUMBER 2016-1479-C

AN ORDINANCE OF THE CITY OF BROWNSVILLE REPEALING CURRENT SECTION 332-171 OF CHAPTER 332, ARTICLE IV OF THE CITY OF BROWNSVILLE SUBDIVISIONS CODE AND REPLACING IT WITH NEW SECTION 332-171 FEES IN LIEU OF DEDICATION.

WHEREAS, this ordinance bears a substantial relationship to the public health, safety, or general welfare and all procedural requirements for the passage hereof have been met;

BE IT ORDAINED by the City of Brownsville:

Sec 332-171- Fees in Lieu of Dedication

(1) The city will require fees in lieu of dedication of parkland for subdivisions in which dedication amount is calculated to be less than five acres under Section 332-171(D) as follows:

   a. For single-family residential subdivisions, a park fee of equal to fair market value of the required land per dwelling unit requirement. Fair Market Value will be determined by the land value as shown in the Cameron County Appraisal District records.

   b. All land subdivided for commercial, industrial, nonresidential or multi-family uses shall pay a park fee in lieu of parkland dedication equaling the amount of two and half percent of the fair market value as determined by Cameron County Appraisal District records.

   c. Should the city accept any monies in lieu of parkland, the finance department shall be responsible for processing and collecting the fees before the approval of such plat.

   d. Funds received in lieu of dedication shall be used for acquisition or improvement of park land, preferably located within 2 miles from the subdivision or for acquisition of park land in highly populated/dense areas without adequate park land available. Acquisition, improvements, and location shall be determined by the City Planning and Development and Parks and Recreation Departments in accordance with the Master Parks Plan.

INTRODUCED and PASSED on FIRST READING on this the 1st day of March, 2016.

Passed and Approved, this 15th day of March, 2016.

Antonio Martinez
Mayor

Attest:

Michael Lopez
City Secretary
Approved as to form and legality:

[Signature]

Allison Bastian, Assistant City Attorney
RESOLUTION NO. 2016-040

A RESOLUTION OF THE CITY OF BROWNSVILLE, TEXAS HEREINTO REFERRED TO AS “APPLICANT.” DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE APPLICANT IN DEALING WITH THE TEXAS PARKS AND WILDLIFE DEPARTMENT, HEREINAFTER REFERRED TO AS “DEPARTMENT,” FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARKS GRANT PROGRAM, HEREINAFTER REFERRED TO AS THE “PROGRAM”; CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE APPLICANT MATCHING SHARE IS READILY AVAILABLE; Dedicating the proposed site for permanent (or for the term of the lease for leased property) public park and recreational uses; and certifying that the application has been submitted to the appropriate regional council of governments for the Texas Review and Comment System (TRACS) review.

WHEREAS, the applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

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

SECTION 1: That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 2: That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3: That the Applicant hereby authorizes and directs its Parks and Recreation Department Director, Damaris McGlone to act for the Applicant in dealing with the Department for the purposes of the Program, and that Damaris McGlone is hereby officially designated as the representative in this regard.

SECTION 4: The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as the Brownsville Community Resource Center in the City of Brownsville of Cameron County for use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

SECTION 5: That the Applicant hereby certifies that a copy of the application has appropriate regional council of governments for Texas Review and Comments System consideration.

Introduced, read and passed by the affirmative vote of the “Applicant on this 6th day of September, 2016.

Attest: __________________________

Antonio “Tony” Martinez
Mayor

Michael Lopez
City Secretary

Resolution2016-040 (09-16) – Page 1 of 1
management standards, requiring additional special conditions and restrictions as determined by grant management standards.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

TEXAS PARKS AND WILDLIFE DEPARTMENT

By: __________________________

Tim Hogsett, Director of Recreation Grants
Name and Title

Date: 6-29-17
TPWD Approval Date

CITY OF BROWNSVILLE

Sponsor (Political Subdivision)

By: __________________________

Charlie Cabler, City Manager
Name and Title

Date: __________________________

SAM Number, Date, Initials: 3VAU2, 06-23-2017, re

Attachment A – Budget Summary of Project Costs

Attachment B – Project Boundary Map, signature required

Attachment C – Certificate of Land Dedication, signature required
Attachment A

BUDGET SUMMARY OF PROJECT COSTS
Ms. Damaris McGlone
Parks & Recreation Director
1338 E. 8th Street
Brownsville TX 78520

Re: Brownsville Senior Center
Project Number 51-000073

Dear Ms. McGlone:

On March 23, 2017, the Texas Parks and Wildlife Commission approved the City's grant proposal for the Senior Center through the Texas Recreation and Parks Account.

Please print, sign, and upload the attached grant agreement documents under the assigned task in RGO. Once we have received the grant agreement, the required pre-construction tasks will appear. It is imperative that you do not start construction on your project without a "Notice to Proceed" from TPWD.

For additional information you can find the "Instructions for Approved Projects" manual under the Resources tab in RGO. We have also attached comments to this packet from the resource review conducted on your application.

If planning a groundbreaking or park dedication ceremony please let us know ASAP so we can get it on our calendar. We would also like to encourage you to notify your state and local officials.

I will be your project coordinator and can be reached at 512-389-8040 or at aaron.friar@tpwd.texas.gov. We look forward to being a part of the successful completion of your project.

Sincerely,

Aaron Friar
Grants Coordinator
Local Park Grants Program
Recreation Grants Branch

4200 SMITH SCHOOL ROAD
AUSTIN, TEXAS 78744-3291
512.389.4600
www.tpwd.texas.gov

To manage and conserve the natural and cultural resources of Texas and to provide hunting, fishing and outdoor recreation opportunities for the use and enjoyment of present and future generations.
Recreation Grants Local Park Grant Program
Texas Recreation & Parks Account
GRANT AGREEMENT

TPWD P.O. Number: 51-000073

Project Number: 51-000073

Sponsor Name: City of Brownsville

Project Name: Brownsville Senior Center

Sponsor Unique Identifier (DUNS): 036772820

Pre-award Date: 08/22/2016

Agreement Term: March 23, 2017 - July 15, 2020

Obligated State Funds: $277,164.00

Sponsor Cost Share: $277,164.00

Total Project Cost: $554,328.00

This award is entered into by the Texas Parks and Wildlife Department (Department), and the City of Brownsville (Sponsor). This award is funded through the Department, under the authority of Chapter 24 of the Parks and Wildlife Code.

PROJECT DESCRIPTION AND LOCATION:
The City of Brownsville will renovate and develop a 2,796 sq' Senior Center to include event/activity/recreation areas, event/activity/teaching kitchen, restroom, walkways, community garden with irrigation, demolition and utilities.

Brownsville Senior Center is located in the southwest area of the city at 519 E. Madison, Brownsville, Cameron County, Texas.

PRE-AWARD INCURRENCE OF COSTS:
The Sponsor shall be entitled to reimbursement of $50,228.00 in pre-award project planning costs incurred on or after August 22, 2016. Such costs are allowable only to the extent that they would have been allowable if incurred after the start date of the award and only with the written approval of Department.
KEY OFFICIALS:
A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

FOR TEXAS PARKS AND WILDLIFE DEPARTMENT:

Tim Hogsett
Director of Recreation Grants
4200 Smith School Road
Austin, Texas 78744
(512)389-8224
Tim.hogsett@tpwd.texas.gov

Dana Lagarde
Local Park Grant Manager
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512)389-8175
Dana.lagarde@tpwd.texas.gov

Project Coordinator:
Aaron Friar
Grant Coordinator
Local Park Grants Program
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
512-389-8040
aaron.friar@tpwd.texas.gov

FOR PROJECT SPONSOR:

Official Point of Contact
Damaris McGlone
Director
Parks and Recreation Department
1338 E. 8th Street
Brownsville, TX 78520
(956) 547-6874
damaris.mcgilone@cob.us

Recipient Project Coordinator
Marina Zolezzi
Director
Office of Grant Management & Community Development
1150 E. Adams
Brownsville TX 78520
(956) 548-0197
mzolezz@cob.us

Recipient Fiscal Contact
Lupe Granando, III
Finance Director
City of Brownsville
1034 E. Levee Street
Brownsville TX 78520
(956) 548-6019
lupe@cob.us

AWARD AND PAYMENT:

A. Department will provide funding to the Sponsor in an amount not to exceed $277,164.00 for the project described under Project Description and Location above and in accordance with the Department approved Budget Summary (Attachment A).

B. The Sponsor shall obtain prior approval for budget and program revisions and shall request payment in accordance with the most current version of the Instructions for Approved Projects Recreation Grant Programs PWD BK P4000-1146.

C. In order to receive a financial assistance award and to ensure proper payment, it is required that the Sponsor maintain their registration with the System for Award Management (SAM), accessed at http://www.sam.gov

D. Allowable and Eligible Costs. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement unless specifically approved as a pre-award cost or with prior approval from the Department via a Waiver of Retroactivity, and may be incurred only as necessary to carry out the approved objectives, scope of work, and budget of the project. The Sponsor shall not incur costs or obligate State funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

E. Recipient Cost Share or Match. Any non-State share, whether in cash or in-kind, is expected to be paid out at the same general rate as the State share. The Sponsor must meet their cost share commitment over the life of the award. At least 50% non-State cost-share is required for costs incurred under this Agreement.

REPORTS AND/OR DELIVERABLES

A. Specific projects, tasks or activities for which State funds are reimbursed will be tracked and reported by submission of a quarterly status report via Recreation Grants Online.

B. The Texas Comptroller of Public Accounts and the Department or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to
the Agreement at all reasonable times during the period of retention in accordance with the State of Texas Uniform Grant Management Standards (UGMS).

C. The Sponsor, in accordance with Chapter 24 of the Parks and Wildlife Code Subchapter A shall, on each anniversary date of the grant for five years after the grant is made, furnish to the department a comprehensive report detailing the present and anticipated use of the property, any contiguous additions to the property, and any major changes in the character of the property, including the extent of park development which may have taken place.

MODIFICATION, REMEDIES FOR NON-COMPLIANCE TERMINATION

A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the Department and the authorized representative of Sponsor.

B. Additional conditions may be imposed by the Department if it is determined that the Sponsor is non-compliant to the terms and conditions of this Grant Agreement.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in the Texas Local Park Grants Programs Manual (PWD RP P4000).

GENERAL PROVISIONS:

I. Definitions

A. The term “Department” as used herein means the Texas Parks & Wildlife Department or any representative delegated authority to act on behalf of the Department.

B. The term “Project” as used herein means a single project which is the subject of this Grant Agreement.

C. The term “Sponsor” as used herein means the political subdivision which is party to the Grant Agreement.

D. The term “LPGP” as used herein means the Local Park Grant Program.

E. The term “Manual” as used herein means the Local Park Grant Programs Manual PWD RP P4000-1445.

II. Continuing Assurances

A. The parties to the Grant Agreement specifically recognize that receipt of program assistance creates an obligation to maintain the property described in the Grant Agreement consistent with the Manual, and the following requirements:

B. The Sponsor agrees that the property described in the Grant Agreement and in the signed and dated project boundary map (Attachment B), made part of that Grant Agreement as is being acquired or developed with program assistance, and that it shall not be converted to other than public recreation use but shall be maintained in public recreation in perpetuity, or for the term of the lease in the case of leased property (Attachment C).

C. The Sponsor agrees that the benefit to be derived by the State of Texas from the full compliance by the Sponsor with the terms of this Grant Agreement is the preservation, protection, and the net increase in the quality of public recreation facilities and resources which are available to the people of the State, and such benefit exceeds to an immeasurable
and unascertainable extent the amount of money furnished by the State by way of assistance under the terms of this Grant Agreement.

D. The Sponsor agrees that the property and facilities described in the Grant Agreement shall be operated and maintained as prescribed by the Retention, Operation & Maintenance Responsibilities guidelines of the Manual.

E. The Sponsor agrees that a permanent record shall be kept and available for public inspection to the effect that the property described in the scope of the Grant Agreement, and the dated project boundary map made part of that Grant Agreement, has been acquired or developed with program assistance and that it cannot be converted to other than public recreation use.

F. Nondiscrimination

The Sponsor shall comply with Title VI of the Civil Rights Act of 1964, which in part,

1. Prohibits discriminatory employment practices resulting in unequal treatment of persons who are or should be benefiting from the grant-aided facility.

2. Prohibits discriminating against any person on the basis of residence.

III. Project Assurances

A. Applicable Laws

The Sponsor shall comply with applicable regulations, policies, guidelines and requirements including State Uniform Grant and Contract Management Act, Federal Office of Management and Budget 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as they relate to the application, acceptance and use of State funds for grant assisted projects.

The Sponsor is obligated to adhere to all requirements established for the Local Park Grant Program, including program guidelines set out at 31 Texas Administrative Code (TAC) Sec. 61.131-61.139.

It is the responsibility of the grant Sponsor to have a Single Audit done annually according to the Texas Single Audit Circular. A copy of this audit must be furnished to the Department when completed.

B. Project Application

1. The application for Local Park Grant Assistance bearing the same project name as the agreement and associated documents is by this reference made a part of the Agreement.

C. Project Execution

1. The Sponsor will cause work on the project to be commenced within a reasonable time after receipt of notification that State funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.

2. The Sponsor will require the facility to be designed to comply with the Texas Architectural Barriers Act (Article 9102 - Texas Civil Statutes), and the Architectural
Barriers Act of 1968 (Public Law 90-480). The Sponsor will be responsible for registering the project with the Texas Department of Licensing and Regulation.

3. The Sponsor shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all Federal, State, and local laws and regulations.

4. In the event the project covered by the Grant Agreement cannot be completed in accordance with the plans and specifications for the project, the Sponsor shall bring the project to the point of recreational usefulness agreed upon by the Sponsor and the Department.

5. The Sponsor will provide for and maintain competent and adequate architectural and engineering supervision and inspection at the construction site to ensure that the completed work conforms with approved plans and specifications; that it will furnish progress reports and such other information as the Department may require.

6. The Sponsor will comply with the provisions of: Executive order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; Executive Order 11990, relating to the protection of wetlands; and the Flood Disaster Protection Act of 1973 (P.L. 93-234) 87 Stat. 975.

7. The Sponsor will assist the Department in its compliance with the Texas Antiquities Code by

   a) consulting with the Texas Historical Commission on the conduct of investigations, as necessary, to identify properties listed or eligible for listing as State Antiquities Landmarks, and to notify the Department of the existence of any such properties; and by

   b) complying with all requirements established by the Department to avoid or mitigate adverse effects upon such properties.

D. Construction

Construction by the Sponsor shall meet the following requirements:

1. Contracts for construction must be in compliance with the Local Government Code Chapter 252 (for municipalities), Chapter 262 (for counties), and Chapter 375 (for municipal utility districts). Copies of all advertisements, bids and a copy of the contract shall be provided to the Department.

2. The Sponsor shall inform all bidders on contracts for construction that State funds are being used to assist in construction.

3. Written change orders shall be issued for all necessary changes in the facility being constructed. Such change orders shall be submitted to the Department for review and, if approved, shall be made a part of the project file and should be kept available for audit.

4. No construction on the project by the Sponsor shall commence until written notice to proceed has been received from the Department.

5. The Sponsor shall install and maintain at the project site a permanent funding acknowledgment sign as prescribed by the Department.
E. Conflict of Interests

1. No official or employee of the State or local government who is authorized in his/her official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with this project shall have any financial or other personal interest in any such contract.

2. No person performing services for the State or local government in connection with this project shall have a financial or other personal interest other than his/her employment or retention by the State or local government, in any contract or subcontract in connection with this project. No officer or employee of such interest is openly disclosed upon the public records of the State, and such officer, employee or person has not participated in the acquisition for or on behalf of the Participant.

F. Project Costs

Project costs eligible for assistance shall be determined upon the basis of the criteria set forth by the Manual.

G. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years after final payment; except the records shall be retained beyond the three-year period if audit findings have not been resolved.

2. The retention period starts from the date of the final expenditures report for the project.

3. The Department, State Comptroller of Public Accounts, State Auditor Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Sponsor which are pertinent to a specific project for the purpose of making audits, examinations, excerpts and transcripts.

H. Project Termination

1. The Department may temporarily suspend program assistance under the project pending corrective action by the Sponsor or pending a decision to terminate the grant by the Department.

2. The Sponsor may unilaterally terminate the grant at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the Sponsor only by mutual agreement with the Department.

3. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the Sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the Sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Department or Sponsor may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of State funds. The two parties shall agree upon the termination conditions, including the effective date.
and, in the case of partial termination, the portions to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the Sponsor for the State share of the non-cancelable obligations, property incurred by the Sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Sponsor and the Department, or that all State funds provided by the Department be returned.

I. In the event that the Sponsor does not comply with provisions as set forth in the Grant Agreement and the Manual regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:

1. The Department may withhold payment to the Sponsor;

2. The Department may withhold action on pending projects proposed by the Sponsor;

3. If the above actions do not achieve program compliance, the Department may involve the State Attorney General's Office, pursuant to Section 24 of the Parks & Wildlife Code.

ADDITIONAL GUIDELINES:

The following additional guidelines for administration of Local Park Grant Program Acquisition and Development Projects is hereby made part of this Grant Agreement.

The Texas Parks & Wildlife Commission, by authority of Chapters 13 and 24 of the Parks & Wildlife Code, has adopted Guidelines for Administration of Grant Acquisition and Development Projects, to read as follows:

It is the Commission's policy that the Department shall administer local grant projects in accord with the following guidelines, with interpretation of intent to be made to provide the greatest number of public recreational opportunities for citizens of Texas.

Approved projects shall be pursued in a timely manner by the Sponsor, unless delays result from extraordinary circumstances beyond the Sponsor's control. Failure to meet the following time frames may be grounds for the Department to initiate cancellation of the affected project in order to recommend reallocation of available State funds to other projects, or to deny requests for additional State funds for new projects:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>TIME FRAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commission Approval</td>
<td>Begin 3-year project period (4-year max)</td>
</tr>
<tr>
<td>Grant Agreement Execution (Department &amp; Sponsor)</td>
<td>As soon as possible after Commission approval</td>
</tr>
</tbody>
</table>
Pending Documentation such as:
- U.S. Army Corps of Engineers 404
- TCEQ Permits
- Environmental Resources Survey
- THC Cultural Resources Survey and Clearance
- TPWD Biological Consultations
- ROW Abandonment
- Lease/Joint-Use Agreement Execution, etc.

<table>
<thead>
<tr>
<th>Pending Documentation</th>
<th>Accomplished prior to first construction reimbursement.</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Quarterly Status Reports (beginning with Commission approval)</th>
<th>On or before January 15th, April 15th, July 15th and October 15th</th>
</tr>
</thead>
<tbody>
<tr>
<td>Appraisal Submission</td>
<td>As soon as possible after grant agreement date</td>
</tr>
<tr>
<td>Appraisal Approval</td>
<td>Within 6 months of appraisal submission</td>
</tr>
<tr>
<td>Land Acquisition</td>
<td>As soon as possible after appraisal approval</td>
</tr>
<tr>
<td>Construction Plan Submission</td>
<td>Accomplished prior to first construction reimbursement.</td>
</tr>
<tr>
<td>Periodic Reimbursement Billings</td>
<td>Every 90 days if possible (minimum $10,000 request)</td>
</tr>
<tr>
<td>Project Completion and Grant Close-Out</td>
<td>Within 3 years after Commission approval (but in no case after the 4th fiscal year)</td>
</tr>
</tbody>
</table>

The following criteria will be used to determine Sponsor eligibility for additional funding by the application deadline. Performance is based on all grant programs administered by the Recreation Grants Branch:

- Funding history and previous performance
- All previously completed Department Sponsored grant projects must be in compliance with all the terms of the Grant Agreement under which they received assistance and all program guidelines; and
- For active grants, all required project documentation (such as appraisals, construction plans, quarterly status reports, and reimbursement requests) must be complete and have been received on schedule, if due; and
- All active projects which are at least two years old must be reimbursed for a minimum fifty (50) percent of the approved grant amount; and
- The total of approved State funds which have not been reimbursed may not exceed $2 million for all active grant projects.

A grantee may also be considered to be “high risk” based on financial stability or non-conforming
management standards, requiring additional special conditions and restrictions as determined by grant management standards.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

TEXAS PARKS AND WILDLIFE DEPARTMENT

By: [Signature]

Tim Hogsett, Director of Recreation Grants
Name and Title

Date: 6-29-17

CITY OF BROWNSVILLE

Sponsor (Political Subdivision)

By: [Signature]

Pete Gonzalez, Deputy City Manager
Name and Title

Date: 12-11-17

SAM Number, Date, Initials: 3VAU2, 06-23-2017, re

Attachment A – Budget Summary of Project Costs

Attachment B – Project Boundary Map, signature required

Attachment C – Certificate of Land Dedication, signature required
# Budget Summary

**Project:** BROWNSVILLE Senior Center  
**Project Number:** 51-000073  
**Period Covered:**  

<table>
<thead>
<tr>
<th>Description</th>
<th>Estimate</th>
<th>Completed Last Request</th>
<th>Completed This Period</th>
<th>Total Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Professional Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction Plans/Specifications, permits</td>
<td>$50,228.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Limited to 12% of Construction Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pre-agreement Date: 08/22/2016</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>2. Construction Elements</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1. Site Preparation/Grading</td>
<td>$1,500.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Demolition</td>
<td>$7,100.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Utilities</td>
<td>$49,900.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Building Renovation</td>
<td>$76,400.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Kitchen Renovation w/new appliances and restroom</td>
<td>$351,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Community Garden w/irrigation</td>
<td>$18,200.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Construction Cost</strong></td>
<td>$504,100.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Less Retainage</strong></td>
<td>$0.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Construction</strong></td>
<td>$504,100.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>3. Land Acquisition</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td>$554,328.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Match:</strong> $277,164.00</td>
<td></td>
<td></td>
<td></td>
<td>0%</td>
</tr>
</tbody>
</table>

(04/2010)
Attachment B

PROJECT BOUNDARY MAP

Signature Required
Attachment C

CERTIFICATE OF LAND DEDICATION

Signature Required
TEXAS PARKS AND WILDLIFE DEPARTMENT

CERTIFICATE OF LAND DEDICATION FOR PARK USE

TEXAS RECREATION & PARKS ACCOUNT

This is to certify that a permanent record shall be kept in the CITY OF BROWNSVILLE public property records and be made available for public inspection to the effect that the property described in the scope of the Grant Agreement for BROWNSVILLE Senior Center, Project Number 51-000073, and the dated project boundary map made part of that Agreement, has been acquired or developed with Texas Recreation & Parks Account assistance and that it cannot be converted to other than public recreation use without the written approval of the Texas Parks and Wildlife Department.

CITY OF BROWNSVILLE
Sponsor (Political Subdivision)

By Pete Gonzalez, Deputy City Manager
Name and Title

Date 12-15-17
## Construction Cost Estimate -
### Area A - BCRC

**Brownsville, TX**

9/28/2016

<table>
<thead>
<tr>
<th>Description</th>
<th>Phase 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permit Fees (Approximate - based on cost of construction)</td>
<td>$ 500.00</td>
</tr>
<tr>
<td>Coonect Solar Water Hester and Elec Panels (Done)</td>
<td>$ -</td>
</tr>
<tr>
<td>Surveys (Form and Final)</td>
<td>$ -</td>
</tr>
<tr>
<td>Utility Repairs and Replacement</td>
<td>$ 2,500.00</td>
</tr>
<tr>
<td>Port-a-can Fees</td>
<td>$ 800.00</td>
</tr>
<tr>
<td>SWPPP and Inspections (250.00/Month for Whole Project)</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>Dumpster Rental</td>
<td>$ 1,600.00</td>
</tr>
<tr>
<td>Demolition Exterior &amp; Interior Walls, MEP</td>
<td>$ 4,000.00</td>
</tr>
<tr>
<td>Exterior Waterproofing</td>
<td>$ 800.00</td>
</tr>
<tr>
<td>Stucco Repairs</td>
<td>$ 1,200.00</td>
</tr>
<tr>
<td>Pest Control</td>
<td>$ 400.00</td>
</tr>
<tr>
<td>Site Prep / Grading</td>
<td>$ 1,500.00</td>
</tr>
<tr>
<td>Flatwork (Concrete)</td>
<td>$ 4,000.00</td>
</tr>
<tr>
<td>Exterior Cleans (Construction Debris Removal)</td>
<td>$ 1,500.00</td>
</tr>
<tr>
<td>Masonry Material and Labor approx. 200 sf $6.00/sf</td>
<td>$ 1,200.00</td>
</tr>
<tr>
<td>Metal Studs at interior Walls 2 side GB $20.00/lf</td>
<td>$ 12,000.00</td>
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<tr>
<td>Metal Studs at interior Walls 1 side GB $1.50/sf</td>
<td>$ 4,500.00</td>
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<tr>
<td>Concrete Slab under Freezer/Cooler</td>
<td>$ 6,000.00</td>
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<tr>
<td>Shed Roof over Freezer/Cooler</td>
<td>$ 4,000.00</td>
</tr>
<tr>
<td>New Walk-in Freezer and Cooler</td>
<td>$ 20,000.00</td>
</tr>
<tr>
<td>Mechanical, Electric, Plumbing for Kitchen</td>
<td>$ 110,000.00</td>
</tr>
<tr>
<td>Added Restroom at Kitchen</td>
<td>$ 8,000.00</td>
</tr>
<tr>
<td>Ceiling Insulation ($2.00/sf)</td>
<td>$ 16,000.00</td>
</tr>
<tr>
<td>Interior Doors</td>
<td>$ 12,000.00</td>
</tr>
<tr>
<td>Electrical (Rough and Setout)</td>
<td>$ 6,000.00</td>
</tr>
<tr>
<td>Plumbing Labor and Fixtures (Rough, Topout, and Setout)</td>
<td>$ 12,000.00</td>
</tr>
<tr>
<td>Fire Sprinkler</td>
<td>$ 12,000.00</td>
</tr>
<tr>
<td>Wall Insulation (Batts)</td>
<td>$ 2,000.00</td>
</tr>
<tr>
<td>HVAC (Rough and Setout)</td>
<td>$ 15,000.00</td>
</tr>
<tr>
<td>Millwork (Interior Trim, Interior Doors)</td>
<td>$ 3,000.00</td>
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<tr>
<td>Interior Trim</td>
<td>$ 4,000.00</td>
</tr>
<tr>
<td>Paint - Interor (Medium Grade Sherwin Williams Paint)</td>
<td>$ 5,000.00</td>
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<tr>
<td>Paint - Exterior</td>
<td>$ 1,000.00</td>
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<tr>
<td>Handicap Accessories</td>
<td>$ 1,400.00</td>
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<tr>
<td>Wall Tile</td>
<td>$ 6,000.00</td>
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<tr>
<td>Flooring</td>
<td>$ 10,000.00</td>
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<tr>
<td>Hardware</td>
<td>$ 1,500.00</td>
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<tr>
<td>Ceiling Tile</td>
<td>$ 8,000.00</td>
</tr>
<tr>
<td>Interior Cleans</td>
<td>$ 2,000.00</td>
</tr>
<tr>
<td>Metal Building Repair and new Overhead Door at Bike Barn</td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td>Landscape Irrigation at Bike Barn</td>
<td>$ 1,200.00</td>
</tr>
<tr>
<td>Landscaping at Bike Barn</td>
<td>$ 2,000.00</td>
</tr>
</tbody>
</table>

**Subtotal Construction Cost**

$ 311,650.00
<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor overhead 7%</td>
<td>$21,815.50</td>
</tr>
<tr>
<td>Insurance 3%</td>
<td>$9,349.50</td>
</tr>
<tr>
<td>Contractor Fee 5% of Cost</td>
<td>$15,582.50</td>
</tr>
<tr>
<td><strong>Total Construction Cost</strong></td>
<td><strong>$358,397.50</strong></td>
</tr>
<tr>
<td>Kitchen Equipment Purchase by Owner Install by Supplier/Contractor</td>
<td>$175,000.00</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td><strong>$533,397.50</strong></td>
</tr>
</tbody>
</table>
Attn: Juan Mujica, AIA
Gignac Architects
222 E. Van Buren, Suite 102
Harlingen, Texas 78550

October 17, 2019

Reference: Brownsville Senior Center – Brownsville, Texas

Dear Mr. Mujica,

In accordance with the information provided on the proposed referenced project, we are pleased to submit the following proposal for our foodservice consulting services.

**CONSTRUCTION DOCUMENT PHASE**

We will furnish our foodservice consulting services for the referenced project on an **hourly basis that is not expected to exceed a total fee of $9,500.00** (nine thousand five hundred dollars and 00 cents).

This service includes design conferences, preliminary design analysis and construction document phases. We will determine the most effective solution that shall satisfy the needs, requirements and budget for this facility. We shall analyze the best use of the space and selection of new equipment in accordance with the client’s design criteria. Cosper & Associates will provide one original set of bid documents to the Architect. All coping, binding and delivery charges associated with these documents are to be the responsibility of the Architect. All construction documents shall be produced in CAD and WORD formats.

**CONSTRUCTION ADMINISTRATION PHASE**

This phase is included in the services proposed in this contract, which include one (1) design analysis meeting with the client, review of the contractor’s submittals and shop drawings for the kitchen equipment and a maximum of two (2) site visits to be utilized for inspections of the foodservice equipment installation.

Mutually acknowledged changes in the scope or design concept of the project, alternate design provisions, detached site work structures not specifically mentioned herein, and/or substantial revisions during construction are not included. In field correction of construction errors will be performed at the hourly rates listed within. No additional services shall be performed without the express written consent of Gignac Architects.
Our current schedule of hourly rates are as follows:

**HOURLY RATES**

Principal Consultant .................. $200/Hour  
Construction Administrator ............ $ 90/Hour  
Draftsman (CAD) ........................ $ 65/Hour  
Clerical .................................... $ 45/Hour  
Travel/Lodging .......................... $.57 mile/cost

The hourly rates listed above are subject to periodic review and change. Notification will be given of hourly rate schedule changes, as they become necessary during the progress of the work. These hourly rates allow for general overhead and profit and include such things as the cost of salaries payable to such personnel plus payroll burden (social security contributions, unemployment and payroll taxes, workmen’s compensation, health benefits, sick leave, vacation and holiday pay) applicable thereto. The consulting fee will be billed monthly for the services rendered to date. Compensation for our consulting services shall be computed as follows.

**Total Fee:  Hourly not expected to exceed $9,500.00**

Payments shall be paid in full upon receipt of the invoice or within 15 business days of Gignac Architect’s receipt of payment from the client for the performed services. Carrying charges for overdue accounts beyond 30 days of billing date will be paid by the client at the rate of one and one half (1.5%) per month of the amount past due as well as any legal fees and expenses necessary for collection of delinquent amounts. In the event the project is postponed, canceled or normal work progress is otherwise interrupted for an indefinite period exceeding 30 days, we will invoice you for our services up to that time at the rates and direct costs listed herein.

We sincerely appreciate the opportunity to offer our services and look forward to working with Gignac Architects and the City of Brownsville in the development of this project. If the above proposal is agreeable with you, please sign and return one copy for our records. If there are any questions or concerns, please advise us so we can make any necessary adjustments in this contract. Please note that this contract shall become void if not signed and executed within 30 days of the date listed on this proposal.

Sincerely,

[Signature]

James G. Cosper, F.C.S.I.

Accepted by:

[Signature]

Juan Mujica  
Gignac Architects  

Date
October 4, 2018

RE: City of Brownsville, Brownsville Senior Center Renovation

Mr. Doroteo Garcia:

Gignac I Architects is pleased to offer the following proposal for architectural services for the City of Brownsville’s Senior Center Renovation project.

This proposal is for architectural services in renovating an existing facility on 519 E. Madison, Brownsville, TX., which shall serve as the Brownsville Senior Center. Based on information provided and the projected construction cost of $504,000, this project is considered a mid-sized project. As such, our fee proposal shall be 7.5% for basic architectural services.

Basic services shall include architectural services and structural, mechanical, electrical, and plumbing engineering services. Any professional services beyond that would be considered reimbursable expenses (i.e. Food service consultant, civil engineering, landscape architecture).

Gignac I Architects appreciates the opportunity to serve you as your architect of record and we look forward to this project. Should you have any questions or wish to discuss this further, please do not hesitate to contact our office.

Thank You
Juan Mujica, Jr.
Gignac I Architects
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Damaris McGlone, Parks & Recreation Director
Date: Tuesday, June 16, 2020
Agenda #: Consideration and ACTION to award contract for the Brownsville Community Resource Center Senior Center Project to the lowest responsive & responsible bidder, H2O Construction Services, Inc., in the Amount of $675,855.00. (Parks and Recreation Department)

Summary:
On the May 25, 2020 contract was awarded to R.E. Friedrichs Co. for the Brownsville Community Resource Center Senior Center Renovation; R.E. Friedrichs has withdrawn their bid from consideration. The evaluation committee reviewed submitted bids and the next lowest responsive and responsible bidder is H2O Construction Services, Inc.

Bid #:RF-22-0419
Senior Center Renovation Project - CCR-05-0620
TPWD PN 51-000073

Project Scope and Analysis:
The City of Brownsville will renovate and develop a 2,796 sq' Senior Center to include event/activity/recreational areas, event/activity/teaching kitchen, restroom, walkways, community garden with irrigation, demolition and utilities. The site is located at 519 E. Madison St Brownsville, Cameron County, Texas.

Funding:
Source: Texas Parks and Wildlife Department
Amount: $277164
Local Contribution if Applicable: $398,691.00

Recommendation:
Architect Juan Mujica, Jr., the Parks and Recreation Department, and Engineering Department are all in agreement to award the contract to H2O Construction Services, Inc.

Commission Pillar:
Quality of Life and Economic Development - this project is designed to allow microbusiness growth by providing commercial kitchen requirements that are often too expensive for small startup business who desire to provide culinary products and services. This space offers a stepping stone approach to set up novice entrepreneurs to learn the skill sets to embark on culinary business plan.

Attachments:
1. City of Brownsville LcobDG-gamJM AEproposal 10 04 18 (2)
2. Cosper Associates Fee Proposal - Brownsville Senior Center
3. Bid Tabulation - Senior Center Renovation Project - CCR-05-0320 (6-16-20)
4. BCRC_Memo_2020_PlanningApproval
5. 18 38 LcobDG-gahJM award recommendation 05 21 20
6. H2O Contract
7. BCRC_Backup- CCR-05-0620 -03-17-2020
8. BCRC Area A Estimate-2016
October 4, 2018

RE: City of Brownsville, Brownsville Senior Center Renovation

Mr. Doroteo Garcia:

Gignac I Architects is pleased to offer the following proposal for architectural services for the City of Brownsville’s Senior Center Renovation project.

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Gignac I Architects appreciates the opportunity to serve you as your architect of record and we look forward to this project. Should you have any questions or wish to discuss this further, please do not hesitate to contact our office.

Thank You
Juan Mujica, Jr.
Gignac I Architects
Attn: Juan Mujica, AIA  
Gignac Architects  
222 E. Van Buren, Suite 102  
Harlingen, Texas 78550

October 17, 2019

Reference: Brownsville Senior Center – Brownsville, Texas

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We will furnish our foodservice consulting services for the referenced project on an **hourly basis that is not expected to exceed a total fee of $9,500.00** (nine thousand five hundred dollars and 00 cents).

This service includes design conferences, preliminary design analysis and construction document phases. We will determine the most effective solution that shall satisfy the needs, requirements and budget for this facility. We shall analyze the best use of the space and selection of new equipment in accordance with the client’s design criteria. Cosper & Associates will provide one original set of bid documents to the Architect. All coping, binding and delivery charges associated with these documents are to be the responsibility of the Architect. All construction documents shall be produced in CAD and WORD formats.

**CONSTRUCTION ADMINISTRATION PHASE**

This phase is included in the services proposed in this contract, which include one (1) design analysis meeting with the client, review of the contractor’s submittals and shop drawings for the kitchen equipment and a maximum of two (2) site visits to be utilized for inspections of the foodservice equipment installation.

Mutually acknowledged changes in the scope or design concept of the project, alternate design provisions, detached site work structures not specifically mentioned herein, and/or substantial revisions during construction are not included. In field correction of construction errors will be performed at the hourly rates listed within. No additional services shall be performed without the express written consent of Gignac Architects.
Our current schedule of hourly rates are as follows:

**HOURLY RATES**
- Principal Consultant: $200/Hour
- Construction Administrator: $90/Hour
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- Clerical: $45/Hour
- Travel/Lodging: $0.57 mile/cost

The hourly rates listed above are subject to periodic review and change. Notification will be given of hourly rate schedule changes, as they become necessary during the progress of the work. These hourly rates allow for general overhead and profit and include such things as the cost of salaries payable to such personnel plus payroll burden (social security contributions, unemployment and payroll taxes, workmen’s compensation, health benefits, sick leave, vacation and holiday pay) applicable thereto. The consulting fee will be billed monthly for the services rendered to date. Compensation for our consulting services shall be computed as follows.

**Total Fee:** Hourly not expected to exceed $9,500.00

Payments shall be paid in full upon receipt of the invoice or within 15 business days of Gignac Architect’s receipt of payment from the client for the performed services. Carrying charges for overdue accounts beyond 30 days of billing date will be paid by the client at the rate of one and one half (1.5%) per month of the amount past due as well as any legal fees and expenses necessary for collection of delinquent amounts. In the event the project is postponed, canceled or normal work progress is otherwise interrupted for an indefinite period exceeding 30 days, we will invoice you for our services up to that time at the rates and direct costs listed herein.

We sincerely appreciate the opportunity to offer our services and look forward to working with Gignac Architects and the City of Brownsville in the development of this project. If the above proposal is agreeable with you, please sign and return one copy for our records. If there are any questions or concerns, please advise us so we can make any necessary adjustments in this contract. Please note that this contract shall become void if not signed and executed within 30 days of the date listed on this proposal.

Sincerely,

[Signature]
James G. Cosper, F.C.S.I.

Accepted by:

Juan Mujica
Gignac Architects
### 18.38 BROWNSVILLE SENIOR CENTER RENOVATIONS

**WEDNESDAY, MARCH 11, 2020 3:00 PM C.S.T.**

<table>
<thead>
<tr>
<th>GENERAL CONTRACTOR</th>
<th>R. E. Friedrichs Co. 3409 S. Jackson Rd. Pharr, TX 78577 PH: 956-687-8261 Fax: 956-687-6164 Att: Austin Connor Friedrichs</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NM Contracting 2022 Orchid Ave. McAllen, TX 78504 PH: 956-631-5667 Fax: 956-627-3959 Att: Noel Muñoz</td>
</tr>
<tr>
<td></td>
<td>Scoggins Construction 17862 Graham Rd. Harlingen, TX 78552 PH: 956-421-3154 Fax: 956-421-3154 Att: Bill Scoggins</td>
</tr>
<tr>
<td></td>
<td>RG Enterprises (G&amp;G Contractors) 711 E. Wisconsin Rd. Edinburg, TX 78539 PH: 956-259-8046 Fax: 956-259-8046 Att: Rene Garza</td>
</tr>
<tr>
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<td>Holchemont, LTD 900 N. Main McAllen, TX 78501 PH: 956-686-2901 Fax: 956-686-2925 Att: Michael Montalvo</td>
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<tr>
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<td>H2O Construction P.O. Box 532845 Harlingen, TX 78553 PH: 956-425-9922 Fax: 956-425-9922 Att: Chris Handy</td>
</tr>
</tbody>
</table>

| Bid Bond                   | ✓                                                                       | ✓                                                                       | ✓                                                                       | ✓                                                                       | ✓                                                                       | ✓                                                                       |
| BASE BID                   | $510,000                                                               | $517,800                                                               | $595,000                                                               | $595,820                                                               | $647,000                                                               | $675,855                                                               |

| CALENDAR DAYS to complete BASE BID | 150 6 day/week | 120 6 day/week | 150 5 day/week | 160 5 day/week | 115 5 day/week | 120 5 day/week |

| Addenda                  | ✓                                                                       | ✓                                                                       | ✓                                                                       | ✓                                                                       | ✓                                                                       | ✓                                                                       |

| Owner’s Criteria          | Responsive & Responsible | Responsive & Responsible | Responsive & Responsible | Responsive & Responsible | Responsive & Responsible | Responsive & Responsible |
| TOTAL                    | $510,000                 | $517,800                 | $595,000                 | $595,820                 | $647,855                 | $675,855                 |
INTEROFFICE MEMORANDUM
PLANNING DEPARTMENT

To: Damaris McGlone, Parks and Recreation Department Director
Cc: Lupe Granado, Finance Director
From: Rick Vasquez, Planning and Redevelopment Services Director
Date: May, 29, 2020
Subject: TPWD Grant Match Memo Update

On November 17, 2017 the Planning and Development Services Director approved “the use of Subdivision Park Fees Fund to satisfy City Ordinance Number 2016-1479-C, section 332-171(1)d for the city’s required grant match for the Texas Parks and Wildlife Department Recreation Local Park Grant Program PN 51-00000073 for the renovation improvements to Building A of the Brownsville Community Resource Center (BCRC), located at the intersection of 6th St. an Madison and legally described as: TRACT I: Lots 1, 2, and 3, Block 109 and Lots 5 & 6, Block 110, ORIGINAL TOWNSITE OF BROWNSVILLE, Cameron County, Texas, 0.4132 ACRE and TRACT II” The front ½ Lot 4 Block 109, ORIGINAL TOWNSITE OF BROWNSVILLE, Cameron County, Texas, 0.0689 ACRE; for park improvements that aligned with the 2015 PARD Master Plan, ordinances and the planned use of Building A as the future site for a senior recreation center is located in a highly densely populated area that lacks parks and programming for this segment of the city’s population”.

This memo serves to acknowledge, consent, and approve to the increased project cost in the amount of $131,527.00 for the BCRC senior center project utilizing Subdivision Park Fees Fund to cover the price differential of the 2017 estimate and 2020 bid. The original estimate was given by K+ Architects over 3 years ago, prices have since increased due to the length of time required to get approval to apply for the grant, submit it, receive the award/approval, create architectural design and bid the project. The March 11, 2020 bid resulted in a project cost of $675,855.00 versus the initial project budget estimate of $554,328.00. There is sufficient funding in the Subdivision Park Fees Fund to amend and increase the project budget for this intended use and complete the project.
May 21, 2020

Mr. Doro Garcia
Asst City Engineer
City of Brownsville
404 E. Washington
Brownsville, TX 78520

RE: 18.38 Brownsville Sr Center – Brownsville, TX

Mr. Garcia:

At the request of the procurement department, I am providing this recommendation based on recent correspondence regarding the Brownsville Sr. Center.

R. E. Friederichs Co. was awarded the project on April 7, 2020 and after review of their submitted bid, they have withdrawn their bid from consideration.

Of the submissions provided on bid date, it appears that H2O is the only conforming / responsive bidder and as such provides the best value to the City of Brownsville for its Sr. Center project.

Noting the above, we recommend that H2O be awarded this project.

Should you require any additional information, please do not hesitate to contact our office.

Thank You

Juan Mujica, Jr.
Gignac I Architects
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: H2O Construction Services, Inc.
P.O. Box 532845
Harlingen, TX 78553

for the following Project: CONTRACT FOR BROWNSVILLE SENIOR CENTR RENOVATIONS

B. CONTRACT DOCUMENTS

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

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

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

D. Subject to additions and deductions by Change Order, the Contract Sum is: Six Hundred Seventy-Five Thousand Eight Hundred and Fifty-Five and 00/100 Dollars $675,855.00 Responsive and Responsible Bidder.

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

The Contract Sum shall include all materials, supplies, tools, equipment, permits, perimeter fencing, portable restrooms, construction debris container(s), supervision and labor necessary for the proper prosecution and completion of the Work.
E. CONTRACT TIME
The Contractor shall begin the Work within 10 Days of receipt of a written Notice to Proceed, and shall substantially complete the Work within 120 Consecutive Calendar Days as identified in the Bid package from approval of submittals.

F. LIQUIDATED DAMAGES
The Contractor shall be charged a sum of Five Hundred Dollars and 00/100.00 $ 500.00 Dollars as liquidated damages for each consecutive calendar day beyond the Completion Date that the Work is not substantially complete.

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

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

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

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

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

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

J. INSURANCE

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

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

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

i. Workers’ Compensation and Employers’ Liability Insurance

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

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

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

ii. General Liability Insurance

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

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

This coverage must include, but not limited to:

1. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
2. Coverage for Premises/Operations
CONTRACT FOR: BROWNSVILLE SENIOR CENTER RENOVATIONS
BID # CCR-05-0320 TPDW-51-000073

3. Products/Completed Operations
4. Broad Form Contractual Liability
5. Independent Contractors

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

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

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

K. Termination

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

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

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

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

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

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

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

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

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

L. **Materiality and Waiver of Breach.**

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

M. **Miscellaneous Provisions.**

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

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

**Bid # CCR-05-0320 TPDW-51-000073**

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

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

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

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

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

If to Contractor:

H2O Construction Services, Inc.
P.O. Box 532845
Harlingen, TX 78553

If to City:

The City of Brownsville
1001 E. Elizabeth St., P.O. Box 911
Brownsville, Texas 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.
CONTRACT FOR: BROWNSVILLE SENIOR CENTER RENOVATIONS
BID # CCR-05-0320 TPDW-51-000073

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

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

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

EXECUTED THIS ___________ DAY OF __________________, 20__.

OWNER: ________________________________

(Signature)

Print Name: ________________________________
City of Brownsville

CONTRACTOR: ________________________________

(Signature) ________________________________

Print Name: ________________________________

Chris Handy
CONTRACT FOR: BROWNSVILLE SENIOR CENTER RENOVATIONS
BID # CCR-05-0320 TPDW-51-000073

CONTRACT PROVISIONS AND SPECIFICATIONS

A. GENERAL PROVISIONS

1.1 OCCUPATION OF THE PREMISES

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

1.2 SAFETY AND OBSERVANCE OF LAWS

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

1.3 PERMITS AND FEES

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

1.4 INSPECTIONS AND CORRECTION OF WORK

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

B.

1.1 PROJECT RECORD DOCUMENTS

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

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

1.2 PROJECT IDENTIFICATION

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

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

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

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

1.4 SUBSTITUTIONS

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

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

1.5 EXAMINATION

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

1.6 TEMPORARY UTILITIES

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

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

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

1.7 SECURITY AND PROTECTION OF WORK SITE

A. Provide barriers to prevent unauthorized entry to construction/rehabilitation/demolition areas and protect Work and existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft. In addition, a “Traffic Control Plan” shall be provided to City and all costs associated shall be included as part of the contract.
CONTRACT FOR: BROWNSVILLE SENIOR CENTER RENOVATIONS
BID # CCR-05-0320 TPDW-51-000073

1.8 PROGRESS CLEANING AND WASTE REMOVAL

A. Collect and maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
B. Contractor shall provide a temporary material construction debris container(s) and shall dispose properly at the City Landfill as per City Ordinance; all costs associated shall be included as part of the contract.

1.9 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

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

1.10 CONTRACT CLOSEOUT PROCEDURES

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

1.11 FINAL CLEANING

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

END OF CONTRACT PROVISIONS AND SPECIFICATIONS
CONTRACT FOR: BROWNSVILLE SENIOR CENTER RENOVATIONS
BID # CCR-05-0320 TPDW-51-000073
CONDITIONAL RELEASE OF LIENS

STATE OF TEXAS
COUNTY OF CAMERON

OWNER: The City of Brownsville

CONTRACTOR: ____________________________________________

SUBCONTRACTOR/SUPPLIER: ________________________________

PROPERTY: _______________________________________________

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

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

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

DATE: ___________________ BY: ________________________

WITNESS: ____________________________________________

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

NOTARY PUBLIC: ________________________________________

My Commission expires on: __________________________________
CONTRACT FOR: BROWNSVILLE SENIOR CENTER RENOVATIONS
BID # CCR-05-0320 TPDW-51-000073

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
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TO: Pete Gonzalez, Deputy City Manager  
FROM: Damaris McGlone, Parks and Recreation Director  
SUBJECT: BCRC/TPWD Grant To Utilize Park Improvement Funds  
DATE: 11/27/17  
CC: Michael Lopez, ACM; ; Lupe Granado, Finance Director  

See attached memo - character space is limited in this format.

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City Manager's Approval  
Signature:  
Date: 12 - 5 - 17
TO:        Pete Gonzalez, Deputy City Manager
FROM:     Damaris McGlone, Parks and Recreation Director
          [Signature]
CC:       Lupe Granado III, Finance Director
          Michael Lopez, City Manager
          Constanza Minor, Planning Director
          Marina Zolezzi,
DATE:     11/27/2017
SUBJECT:  BCRC/TPWD Grant To Utilize Park Improvement Funds

The Parks and Recreation Department is requesting to utilize funding from the Parks improvement Fund “Subdivision Park Fees” [01-569-115 FB01] for the execution of the awarded grant from the Texas Parks and Wildlife Department for Building A of the Brownsville Community Resource Center to be used as a senior center which will serve the entire Brownsville community. It was confirmed on 11/06/17 that as of June 2017 the funding available in the account was in the amount of $280,000.00 which is sufficient to cover the city’s portion of the 50:50 match of $277,164.00 for the total project cost of $554,328.00. Please confirm funding amount so that we can use these funds for this project; so that we may execute the grant agreement to remain in good standing with the Texas Parks and Wildlife Department, a key funding agency for many City of Brownsville’s projects.

Sincerely,

ND McGlone, CTRS*
*Certified Therapeutic Recreation Specialist
Parks and Recreation Director

City of Brownsville | Parks and Recreation Department
1338 E 8th St. | Brownsville, TX 78520
Office 956-547 6870 | Cell 956-243-7970
damaris.mcglane@cob.us | www.cob.us
I have been advised of that the City of Brownsville is considering utilizing the Parks Dedication Fund as the funding source to provide the 50:50 grant match for the awarded (March 23, 2017 – July 15, 2020) Texas Parks and Wildlife Recreation Grants Local Park Grant Program TPWD Project Number 51-000073 in the amount $277,164.00. I understand that the total project cost is $554,328.00 and will be used for the renovation improvements to Building A of the Brownsville Community Resource Center, located at the intersection of 6th St. and Madison and legally described as: TRACT I: Lots 1, 2 and 3, Block 109 and Lots 5 & 6, Block 110, ORIGINAL TOWNSITE OF BROWNSVILLE, Cameron County, Texas, 0.4132 ACRE and TRACT II: The Front ¾ of Lot 4, Block 109, ORIGINAL TOWNSITE OF BROWNSVILLE, Cameron County, Texas, 0.0689 ACRE.

To satisfy City Ordinance Number 2016-1479-C, section 332-171 (1) d. please be advised that I am in agreement with the use of funds for the above referenced tracts of land for park improvements. These improvements align with the 2015 PARD Master Plan, ordinances and the planned use of Building A as the future site for a senior recreation center is located in a highly densely populated area that lacks parks and programming for this segment of our population. This improvement will help provide the entire city much needed senior services.

My understanding is that if agreed by City Management, the funds for this transaction will be from the Parks Dedication Fund that currently has a balance of $285,282.00 and made available through account number 01-9115-848-174.

Should you have any questions please do not hesitate to contact me at any time.
ORDINANCE NUMBER 2016-1479-C

AN ORDINANCE OF THE CITY OF BROWNSVILLE REPEALING CURRENT SECTION 332-171 OF CHAPTER 332, ARTICLE IV OF THE CITY OF BROWNSVILLE SUBDIVISIONS CODE AND REPLACING IT WITH NEW SECTION 332-171 FEES IN LIEU OF DEDICATION.

WHEREAS, this ordinance bears a substantial relationship to the public health, safety, or general welfare and all procedural requirements for the passage hereof have been met;

BE IT ORDAINED by the City of Brownsville:

Sec 332-171- Fees in Lieu of Dedication

(1) The city will require fees in lieu of dedication of parkland for subdivisions in which dedication amount is calculated to be less than five acres under Section 332-171(D) as follows:

a. For single-family residential subdivisions, a park fee of equal to fair market value of the required land per dwelling unit requirement. Fair Market Value will be determined by the land value as shown in the Cameron County Appraisal District records.

b. All land subdivided for commercial, industrial, nonresidential or multi-family uses shall pay a park fee in lieu of parkland dedication equaling the amount of two and half percent of the fair market value as determined by Cameron County Appraisal District records.

c. Should the city accept any monies in lieu of parkland, the finance department shall be responsible for processing and collecting the fees before the approval of such plat.

d. Funds received in lieu of dedication shall be used for acquisition or improvement of park land, preferably located within 2 miles from the subdivision or for acquisition of park land in highly populated/dense areas without adequate park land available. Acquisition, improvements, and location shall be determined by the City Planning and Development and Parks and Recreation Departments in accordance with the Master Parks Plan.

INTRODUCED and PASSED on FIRST READING on this the 1st day of March, 2016. Passed and Approved, this 15th day of March, 2016.

Antonio Martinez
Mayor

Attest:

Michael Lopez
City Secretary
Approved as to form and legality:

[Signature]

Allison Bastian, Assistant City Attorney
RESOLUTION NO. 2016-040

A RESOLUTION OF THE CITY OF BROWNSVILLE, TEXAS HEREINTO REFERRED TO AS “APPLICANT.” DESIGNATING CERTAIN OFFICIALS AS BEING RESPONSIBLE FOR, ACTING FOR, AND ON BEHALF OF THE APPLICANT IN DEALING WITH THE TEXAS PARKS AND WILDLIFE DEPARTMENT, HEREINAFTER REFERRED TO AS “DEPARTMENT,” FOR THE PURPOSE OF PARTICIPATING IN THE LOCAL PARKS GRANT PROGRAM, HEREINAFTER REFERRED TO AS THE “PROGRAM”; CERTIFYING THAT THE APPLICANT IS ELIGIBLE TO RECEIVE PROGRAM ASSISTANCE; CERTIFYING THAT THE APPLICANT MATCHING SHARE IS READILY AVAILABLE; DEDICATING THE PROPOSED SITE FOR PERMANENT (OR FOR THE TERM OF THE LEASE FOR LEASED PROPERTY) PUBLIC PARK AND RECREATIONAL USES; AND CERTIFYING THAT THE APPLICATION HAS BEEN SUBMITTED TO THE APPROPRIATE REGIONAL COUNCIL OF GOVERNMENTS FOR THE TEXAS REVIEW AND COMMENT SYSTEM (TRACS) REVIEW.

WHEREAS, the applicant is fully eligible to receive assistance under the Program; and

WHEREAS, the applicant is desirous of authorizing an official to represent and act for the Applicant in dealing with the Department concerning the Program;

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

SECTION 1: That the Applicant hereby certifies that they are eligible to receive assistance under the Program, and that notice of the application has been posted according to local public hearing requirements.

SECTION 2: That the Applicant hereby certifies that the matching share for this application is readily available at this time.

SECTION 3: That the Applicant hereby authorizes and directs its Parks and Recreation Department Director, Damaris McGlone to act for the Applicant in dealing with the Department for the purposes of the Program, and that Damaris McGlone is hereby officially designated as the representative in this regard.

SECTION 4: The Applicant hereby specifically authorizes the official to make application to the Department concerning the site to be known as the Brownsville Community Resource Center in the City of Brownsville of Cameron County for use as a park site and is hereby dedicated (or will be dedicated upon completion of the proposed acquisition) for public park and recreation purposes in perpetuity (or for the lease term, if legal control is through a lease). Projects with federal monies may have differing requirements.

SECTION 5: That the Applicant hereby certifies that a copy of the application has appropriate regional council of governments for Texas Review and Comments System consideration.

Introduced, read and passed by the affirmative vote of the “Applicant on this 6th day of September, 2016.

Attest:

Antonio “Tony” Martinez
Mayor

__________________________
Michael Lopez
City Secretary

Resolution2016-040 (09-16) – Page 1 of 1
management standards, requiring additional special conditions and restrictions as determined by grant management standards.

**SIGNATURES**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date(s) set forth below.

**TEXAS PARKS AND WILDLIFE DEPARTMENT**

By: [Signature]  
Tim Hogsett, Director of Recreation Grants  
Name and Title  
Date: 6-29-17  
TPWD Approval Date

**CITY OF BROWNSVILLE**

Sponsor (Political Subdivision)

By: [Signature]  
Charlie Cabler, City Manager  
Name and Title  
Date: [Signature]

SAM Number, Date, Initials: 3VAU2, 06-23-2017, re

Attachment A – Budget Summary of Project Costs

Attachment B – Project Boundary Map, signature required

Attachment C – Certificate of Land Dedication, signature required

[Signature]
Attachment A

BUDGET SUMMARY OF PROJECT COSTS
Ms. Damaris McGlone  
Parks & Recreation Director  
1338 E. 8th Street  
Brownsville TX 78520  

Re: Brownsville Senior Center  
Project Number 51-000073  

Dear Ms. McGlone:  

On March 23, 2017, the Texas Parks and Wildlife Commission approved the City's grant proposal for the Senior Center through the Texas Recreation and Parks Account.  

Please print, sign, and upload the attached grant agreement documents under the assigned task in RGO. Once we have received the grant agreement, the required pre-construction tasks will appear. It is imperative that you do not start construction on your project without a "Notice to Proceed" from TPWD.  

For additional information you can find the "Instructions for Approved Projects" manual under the Resources tab in RGO. We have also attached comments to this packet from the resource review conducted on your application.  

If planning a groundbreaking or park dedication ceremony please let us know ASAP so we can get it on our calendar. We would also like to encourage you to notify your state and local officials.  

I will be your project coordinator and can be reached at 512-389-8040 or at aaron.friar@tpwd.texas.gov. We look forward to being a part of the successful completion of your project.  

Sincerely,  

Aaron Friar  
Grants Coordinator  
Local Park Grants Program  
Recreation Grants Branch  

To manage and conserve the natural and cultural resources of Texas and to provide hunting, fishing and outdoor recreation opportunities for the use and enjoyment of present and future generations.
Recreation Grants Local Park Grant Program
Texas Recreation & Parks Account
GRANT AGREEMENT

TPWD P.O. Number: 51-000073

Project Number: City of Brownsville

Project Name: Brownsville Senior Center

Sponsor Unique Identifier (DUNS): 036772820

Pre-award Date: 08/22/2016

Agreement Term: March 23, 2017 - July 15, 2020

Obligated State Funds: $277,164.00

Sponsor Cost Share: $277,164.00

Total Project Cost: $554,328.00

This award is entered into by the Texas Parks and Wildlife Department (Department), and the City of Brownsville (Sponsor). This award is funded through the Department, under the authority of Chapter 24 of the Parks and Wildlife Code.

PROJECT DESCRIPTION AND LOCATION:
The City of Brownsville will renovate and develop a 2,796 sq' Senior Center to include event/activity/recreation areas, event/activity/teaching kitchen, restroom, walkways, community garden with irrigation, demolition and utilities.

Brownsville Senior Center is located in the southwest area of the city at 519 E. Madison, Brownsville, Cameron County, Texas.

PRE-AWARD INCURRENCE OF COSTS:
The Sponsor shall be entitled to reimbursement of $50,228.00 in pre-award project planning costs incurred on or after August 22, 2016. Such costs are allowable only to the extent that they would have been allowable if incurred after the start date of the award and only with the written approval of Department.
**KEY OFFICIALS:**

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

**FOR TEXAS PARKS AND WILDLIFE DEPARTMENT:**

Tim Hogsett  
Director of Recreation Grants  
4200 Smith School Road  
Austin, Texas 78744  
(512)389-8224  
Tim.hogsett@tpwd.texas.gov

Dana Lagarde  
Local Park Grant Manager  
Recreation Grants Branch  
4200 Smith School Road  
Austin, Texas 78744  
(512)389-8175  
Dana.lagarde@tpwd.texas.gov

**Project Coordinator:**  
Aaron Friar  
Grant Coordinator  
Local Park Grants Program  
Recreation Grants Branch  
4200 Smith School Road  
Austin, Texas 78744  
512-389-8040  
aaron.friar@tpwd.texas.gov

**FOR PROJECT SPONSOR:**

**Official Point of Contact**  
Damaris McGlone  
Director  
Parks and Recreation Departmen  
1338 E. 8th Street  
Brownsville, TX 78520  
(956) 547-6874  
damaris.mcglonge@cob.us

**Recipient Project Coordinator**  
Marina Zolezzi  
Director  
Office of Grant Management & Community Development  
1150 E. Adams  
Brownsville TX 78520  
(956) 548-6197
mzolezzi@cob.us

Recipient Fiscal Contact
Lupe Granando, III
Finance Director
City of Brownsville
1034 E. Levee Street
Brownsville TX 78520
(956) 548-6019
lupe@cob.us

AWARD AND PAYMENT:
A. Department will provide funding to the Sponsor in an amount not to exceed $277,164.00 for the project described under Project Description and Location above and in accordance with the Department approved Budget Summary (Attachment A).

B. The Sponsor shall obtain prior approval for budget and program revisions and shall request payment in accordance with the most current version of the Instructions for Approved Projects Recreation Grant Programs PWD BK P4000-1146.

C. In order to receive a financial assistance award and to ensure proper payment, it is required that the Sponsor maintain their registration with the System for Award Management (SAM), accessed at http://www.sam.gov

D. Allowable and Eligible Costs. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement unless specifically approved as a pre-award cost or with prior approval from the Department via a Waiver of Retroactivity, and may be incurred only as necessary to carry out the approved objectives, scope of work, and budget of the project. The Sponsor shall not incur costs or obligate State funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

E. Recipient Cost Share or Match. Any non-State share, whether in cash or in-kind, is expected to be paid out at the same general rate as the State share. The Sponsor must meet their cost share commitment over the life of the award. At least 50% non-State cost-share is required for costs incurred under this Agreement.

REPORTS AND/OR DELIVERABLES
A. Specific projects, tasks or activities for which State funds are reimbursed will be tracked and reported by submission of a quarterly status report via Recreation Grants Online.

B. The Texas Comptroller of Public Accounts and the Department or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to
the Agreement at all reasonable times during the period of retention in accordance with
the State of Texas Uniform Grant Management Standards (UGMS).

C. The Sponsor, in accordance with Chapter 24 of the Parks and Wildlife Code Subchapter
A shall, on each anniversary date of the grant for five years after the grant is made,
furnish to the department a comprehensive report detailing the present and anticipated
use of the property, any contiguous additions to the property, and any major changes in
the character of the property, including the extent of park development which may have
taken place.

MODIFICATION, REMEDIES FOR NON-COMPLIANCE TERMINATION

A. This Agreement may be modified only by a written instrument executed by the parties.
Modifications will be in writing and approved by the Department and the authorized
representative of Sponsor.

B. Additional conditions may be imposed by the Department if it is determined that the
Sponsor is non-compliant to the terms and conditions of this Grant Agreement.

C. This Agreement may be terminated consistent with applicable termination provisions for
Agreements found in the Texas Local Park Grants Programs Manual (PWD RP P4000).

GENERAL PROVISIONS:
I. Definitions

A. The term “Department” as used herein means the Texas Parks & Wildlife Department
or any representative delegated authority to act on behalf of the Department.

B. The term “Project” as used herein means a single project which is the subject of this
Grant Agreement.

C. The term “Sponsor” as used herein means the political subdivision which is party to the
Grant Agreement.

D. The term “LPGP” as used herein means the Local Park Grant Program.

E. The term “Manual” as used herein means the Local Park Grant Programs Manual PWD
RP P4000-1445.

II. Continuing Assurances

A. The parties to the Grant Agreement specifically recognize that receipt of program
assistance creates an obligation to maintain the property described in the Grant Agreement
consistent with the Manual, and the following requirements:

B. The Sponsor agrees that the property described in the Grant Agreement and in the signed
and dated project boundary map (Attachment B), made part of that Grant Agreement as is
being acquired or developed with program assistance, and that it shall not be converted to
other than public recreation use but shall be maintained in public recreation in perpetuity,
or for the term of the lease in the case of leased property (Attachment C).

C. The Sponsor agrees that the benefit to be derived by the State of Texas from the full
compliance by the Sponsor with the terms of this Grant Agreement is the preservation,
protection, and the net increase in the quality of public recreation facilities and resources
which are available to the people of the State, and such benefit exceeds to an immeasurable
and unascertainable extent the amount of money furnished by the State by way of assistance under the terms of this Grant Agreement.

D. The Sponsor agrees that the property and facilities described in the Grant Agreement shall be operated and maintained as prescribed by the Retention, Operation & Maintenance Responsibilities guidelines of the Manual.

E. The Sponsor agrees that a permanent record shall be kept and available for public inspection to the effect that the property described in the scope of the Grant Agreement, and the dated project boundary map made part of that Grant Agreement, has been acquired or developed with program assistance and that it cannot be converted to other than public recreation use.

F. Nondiscrimination

The Sponsor shall comply with Title VI of the Civil Rights Act of 1964, which in part,

1. Prohibits discriminatory employment practices resulting in unequal treatment of persons who are or should be benefiting from the grant-aided facility.

2. Prohibits discriminating against any person on the basis of residence.

III. Project Assurances

A. Applicable Laws

The Sponsor shall comply with applicable regulations, policies, guidelines and requirements including State Uniform Grant and Contract Management Act, Federal Office of Management and Budget 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), as they relate to the application, acceptance and use of State funds for grant assisted projects.

The Sponsor is obligated to adhere to all requirements established for the Local Park Grant Program, including program guidelines set out at 31 Texas Administrative Code (TAC) Sec. 61.131-61.139.

It is the responsibility of the grant Sponsor to have a Single Audit done annually according to the Texas Single Audit Circular. A copy of this audit must be furnished to the Department when completed.

B. Project Application

1. The application for Local Park Grant Assistance bearing the same project name as the agreement and associated documents is by this reference made a part of the Agreement.

C. Project Execution

1. The Sponsor will cause work on the project to be commenced within a reasonable time after receipt of notification that State funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.

2. The Sponsor will require the facility to be designed to comply with the Texas Architectural Barriers Act (Article 9102 - Texas Civil Statutes), and the Architectural
Barriers Act of 1968 (Public Law 90-480). The Sponsor will be responsible for registering the project with the Texas Department of Licensing and Regulation.

3. The Sponsor shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all Federal, State, and local laws and regulations.

4. In the event the project covered by the Grant Agreement cannot be completed in accordance with the plans and specifications for the project, the Sponsor shall bring the project to the point of recreational usefulness agreed upon by the Sponsor and the Department.

5. The Sponsor will provide for and maintain competent and adequate architectural and engineering supervision and inspection at the construction site to ensure that the completed work conforms with approved plans and specifications; that it will furnish progress reports and such other information as the Department may require.

6. The Sponsor will comply with the provisions of: Executive order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; Executive Order 11990, relating to the protection of wetlands; and the Flood Disaster Protection Act of 1973 (P.L. 93-234) 87 Stat. 975.

7. The Sponsor will assist the Department in its compliance with the Texas Antiquities Code by
   a) consulting with the Texas Historical Commission on the conduct of investigations, as necessary, to identify properties listed or eligible for listing as State Antiquities Landmarks, and to notify the Department of the existence of any such properties; and by
   b) complying with all requirements established by the Department to avoid or mitigate adverse effects upon such properties.

D. Construction

Construction by the Sponsor shall meet the following requirements:

1. Contracts for construction must be in compliance with the Local Government Code Chapter 252 (for municipalities), Chapter 262 (for counties), and Chapter 375 (for municipal utility districts). Copies of all advertisements, bids and a copy of the contract shall be provided to the Department.

2. The Sponsor shall inform all bidders on contracts for construction that State funds are being used to assist in construction.

3. Written change orders shall be issued for all necessary changes in the facility being constructed. Such change orders shall be submitted to the Department for review and, if approved, shall be made a part of the project file and should be kept available for audit.

4. No construction on the project by the Sponsor shall commence until written notice to proceed has been received from the Department.

5. The Sponsor shall install and maintain at the project site a permanent funding acknowledgment sign as prescribed by the Department.
E. Conflict of Interests

1. No official or employee of the State or local government who is authorized in his/her official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with this project shall have any financial or other personal interest in any such contract.

2. No person performing services for the State or local government in connection with this project shall have a financial or other personal interest other than his/her employment or retention by the State or local government, in any contract or subcontract in connection with this project. No officer or employee of such interest is openly disclosed upon the public records of the State, and such officer, employee or person has not participated in the acquisition for or on behalf of the Participant.

F. Project Costs

Project costs eligible for assistance shall be determined upon the basis of the criteria set forth by the Manual.

G. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years after final payment; except the records shall be retained beyond the three-year period if audit findings have not been resolved.

2. The retention period starts from the date of the final expenditures report for the project.

3. The Department, State Comptroller of Public Accounts, State Auditor Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Sponsor which are pertinent to a specific project for the purpose of making audits, examinations, excerpts and transcripts.

H. Project Termination

1. The Department may temporarily suspend program assistance under the project pending corrective action by the Sponsor or pending a decision to terminate the grant by the Department.

2. The Sponsor may unilaterally terminate the grant at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the Sponsor only by mutual agreement with the Department.

3. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the Sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the Sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

4. The Department or Sponsor may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of State funds. The two parties shall agree upon the termination conditions, including the effective date.
and, in the case of partial termination, the portions to be terminated. The Sponsor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the Sponsor for the State share of the non-cancelable obligations, property incurred by the Sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the Sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.

5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the Sponsor and the Department, or that all State funds provided by the Department be returned.

I. In the event that the Sponsor does not comply with provisions as set forth in the Grant Agreement and the Manual regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:

1. The Department may withhold payment to the Sponsor;

2. The Department may withhold action on pending projects proposed by the Sponsor;

3. If the above actions do not achieve program compliance, the Department may involve the State Attorney General's Office, pursuant to Section 24 of the Parks & Wildlife Code.

ADDITIONAL GUIDELINES:
The following additional guidelines for administration of Local Park Grant Program Acquisition and Development Projects is hereby made part of this Grant Agreement.

The Texas Parks & Wildlife Commission, by authority of Chapters 13 and 24 of the Parks & Wildlife Code, has adopted Guidelines for Administration of Grant Acquisition and Development Projects, to read as follows:

It is the Commission's policy that the Department shall administer local grant projects in accord with the following guidelines, with interpretation of intent to be made to provide the greatest number of public recreational opportunities for citizens of Texas.

Approved projects shall be pursued in a timely manner by the Sponsor, unless delays result from extraordinary circumstances beyond the Sponsor's control. Failure to meet the following time frames may be grounds for the Department to initiate cancellation of the affected project in order to recommend reallocation of available State funds to other projects, or to deny requests for additional State funds for new projects:

<table>
<thead>
<tr>
<th>ACTIVITY</th>
<th>TIME FRAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commission Approval</td>
<td>Begin 3-year project period (4-year max)</td>
</tr>
<tr>
<td>Grant Agreement Execution (Department &amp; Sponsor)</td>
<td>As soon as possible after Commission approval</td>
</tr>
</tbody>
</table>
Pending Documentation such as:
- U.S. Army Corps of Engineers 404
- TCEQ Permits
- Environmental Resources Survey
- THC Cultural Resources Survey and Clearance
- TPWD Biological Consultations
- ROW Abandonment
- Lease/Joint-Use Agreement Execution, etc.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Timing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quarterly Status Reports (beginning with Commission approval)</td>
<td>On or before January 15th, April 15th, July 15th and October 15th</td>
</tr>
<tr>
<td>Appraisal Submission</td>
<td>As soon as possible after grant agreement date</td>
</tr>
<tr>
<td>Appraisal Approval</td>
<td>Within 6 months of appraisal submission</td>
</tr>
<tr>
<td>Land Acquisition</td>
<td>As soon as possible after appraisal approval</td>
</tr>
<tr>
<td>Construction Plan Submission</td>
<td>Accomplished prior to first construction reimbursement.</td>
</tr>
<tr>
<td>Periodic Reimbursement Billings</td>
<td>Every 90 days if possible (minimum $10,000 request)</td>
</tr>
<tr>
<td>Project Completion and Grant Close-Out</td>
<td>Within 3 years after Commission approval (but in no case after the 4th fiscal year)</td>
</tr>
</tbody>
</table>

The following criteria will be used to determine Sponsor eligibility for additional funding by the application deadline. Performance is based on all grant programs administered by the Recreation Grants Branch:

- Funding history and previous performance
- All previously completed Department Sponsored grant projects must be in compliance with all the terms of the Grant Agreement under which they received assistance and all program guidelines; and
- For active grants, all required project documentation (such as appraisals, construction plans, quarterly status reports, and reimbursement requests) must be complete and have been received on schedule, if due; and
- All active projects which are at least two years old must be reimbursed for a minimum fifty (50) percent of the approved grant amount; and
- The total of approved State funds which have not been reimbursed may not exceed $2 million for all active grant projects.

A grantee may also be considered to be “high risk” based on financial stability or non-conforming
management standards, requiring additional special conditions and restrictions as determined by grant management standards.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

TEXAS PARKS AND WILDLIFE DEPARTMENT
By: ____________________________
Tim Hogsett, Director of Recreation Grants
Name and Title
Date: 6-29-17
TPWD Approval Date

CITY OF BROWNSVILLE
Sponsor (Political Subdivision)
By: ____________________________
Pete Gonzalez, Deputy City Manager
Name and Title
Date: 12/11/17

SAM Number, Date, Initials: 3VAU2, 06-23-2017, re

Attachment A – Budget Summary of Project Costs
Attachment B – Project Boundary Map, signature required
Attachment C – Certificate of Land Dedication, signature required
**BUDGET SUMMARY**

**PROJECT:** BROWNSVILLE Senior Center  
**PROJECT NUMBER:** 51-000073  
**REIMBURSEMENT REQUEST NO.**  

**PERIOD COVERED:**

<table>
<thead>
<tr>
<th>1. PROFESSIONAL SERVICES</th>
<th>ESTIMATE</th>
<th>COMPLETED LAST REQUEST</th>
<th>COMPLETED THIS PERIOD</th>
<th>TOTAL COMPLETE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Plans/Specifications, permits</td>
<td>$50,228.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Pre-agreement Date:** 08/22/2016

<table>
<thead>
<tr>
<th>2. CONSTRUCTION ELEMENTS</th>
<th>ESTIMATE</th>
<th>COMPLETED LAST REQUEST</th>
<th>COMPLETED THIS PERIOD</th>
<th>TOTAL COMPLETE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Site Preparation/Grading</td>
<td>$1,500.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Demolition</td>
<td>$7,100.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Utilities</td>
<td>$49,900.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4. Building Renovation</td>
<td>$76,400.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Kitchen Renovation w/new appliances and restroom</td>
<td>$351,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Community Garden w/irrigation</td>
<td>$18,200.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Construction Cost | $504,100.00 | | | |
| Less Retainage | $0.00 | | | |
| **TOTAL CONSTRUCTION** | **$504,100.00** | | | |

| 3. LAND ACQUISITION | | | | |
| | | | | |

| TOTAL PROJECT COST | **$554,328.00** | | | |

**MATCH:** $277,164.00  
**0%**

(04/2010)
Attachment B

PROJECT BOUNDARY MAP

Signature Required
Attachment C

CERTIFICATE OF LAND DEDICATION

Signature Required
TEXAS PARKS AND WILDLIFE DEPARTMENT
CERTIFICATE OF LAND DEDICATION FOR PARK USE

TEXAS RECREATION & PARKS ACCOUNT

This is to certify that a permanent record shall be kept in the CITY OF BROWNSVILLE public property records and be made available for public inspection to the effect that the property described in the scope of the Grant Agreement for BROWNSVILLE Senior Center, Project Number 51-000073, and the dated project boundary map made part of that Agreement, has been acquired or developed with Texas Recreation & Parks Account assistance and that it cannot be converted to other than public recreation use without the written approval of the Texas Parks and Wildlife Department.

CITY OF BROWNSVILLE
Sponsor (Political Subdivision)

By Pete Gonzalez, Deputy City Manager
Name and Title

Date 12-15-17
# Construction Cost Estimate - Area A - BCRC

Brownsville, TX

9/28/2016

<table>
<thead>
<tr>
<th>Description</th>
<th>Phase 1</th>
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</thead>
<tbody>
<tr>
<td>Permit Fees (Approximate - based on cost of construction)</td>
<td>$ 500.00</td>
</tr>
<tr>
<td>Coonect Solar Water Hester and Elec Panels (Done)</td>
<td>$ -</td>
</tr>
<tr>
<td>Surveys (Form and Final)</td>
<td>$ -</td>
</tr>
<tr>
<td>Utility Repairs and Replacement</td>
<td>$ 2,500.00</td>
</tr>
<tr>
<td>Port-a-can Fees</td>
<td>$ 800.00</td>
</tr>
<tr>
<td>SWPPP and Inspections (250.00/Month for Whole Project)</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>Dumpster Rental</td>
<td>$ 1,600.00</td>
</tr>
<tr>
<td>Demolition Exterior &amp; Interior Walls, MEP</td>
<td>$ 4,000.00</td>
</tr>
<tr>
<td>Exterior Waterproofing</td>
<td>$ 800.00</td>
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<tr>
<td>Stucco Repairs</td>
<td>$ 1,200.00</td>
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<tr>
<td>Pest Control</td>
<td>$ 400.00</td>
</tr>
<tr>
<td>Site Prep / Grading</td>
<td>$ 1,500.00</td>
</tr>
<tr>
<td>Flatwork (Concrete)</td>
<td>$ 4,000.00</td>
</tr>
<tr>
<td>Exterior Cleans (Construction Debris Removal)</td>
<td>$ 1,500.00</td>
</tr>
<tr>
<td>Masonry Material and Labor approx. 200 sf $6.00/sf</td>
<td>$ 1,200.00</td>
</tr>
<tr>
<td>Metal Studs at interior Walls 2 side GB $20.00/lf</td>
<td>$ 12,000.00</td>
</tr>
<tr>
<td>Metal Studs at interior Walls 1 side GB $1.50/sf</td>
<td>$ 4,500.00</td>
</tr>
<tr>
<td>Concrete Slab under Freezer/Cooler</td>
<td>$ 6,000.00</td>
</tr>
<tr>
<td>Shed Roof over Freezer/Cooler</td>
<td>$ 4,000.00</td>
</tr>
<tr>
<td>New Walk-in Freezer and Cooler</td>
<td>$ 20,000.00</td>
</tr>
<tr>
<td>Mechanical, Electric, Plumbing for Kitchen</td>
<td>$ 110,000.00</td>
</tr>
<tr>
<td>Added Restroom at Kitchen</td>
<td>$ 8,000.00</td>
</tr>
<tr>
<td>Ceiling Insulation ($2.00/sf)</td>
<td>$ 16,000.00</td>
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<tr>
<td>Interior Doors</td>
<td>$ 12,000.00</td>
</tr>
<tr>
<td>Electrical (Rough and Setout)</td>
<td>$ 6,000.00</td>
</tr>
<tr>
<td>Plumbing Labor and Fixtures (Rough, Topout, and Setout)</td>
<td>$ 12,000.00</td>
</tr>
<tr>
<td>Fire Sprinkler</td>
<td>$ 12,000.00</td>
</tr>
<tr>
<td>Wall Insulation (Batts)</td>
<td>$ 2,000.00</td>
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<tr>
<td>HVAC (Rough and Setout)</td>
<td>$ 15,000.00</td>
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<tr>
<td>Millwork (Interior Trim, Interior Doors)</td>
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<tr>
<td>Interior Trim</td>
<td>$ 4,000.00</td>
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<tr>
<td>Paint - Interor (Medium Grade Sherwin Williams Paint)</td>
<td>$ 5,000.00</td>
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<tr>
<td>Paint - Exterior</td>
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<tr>
<td>Handicap Accessories</td>
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<tr>
<td>Wall Tile</td>
<td>$ 6,000.00</td>
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<tr>
<td>Flooring</td>
<td>$ 10,000.00</td>
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<tr>
<td>Hardware</td>
<td>$ 1,500.00</td>
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<tr>
<td>Ceiling Tile</td>
<td>$ 8,000.00</td>
</tr>
<tr>
<td>Interior Cleans</td>
<td>$ 2,000.00</td>
</tr>
<tr>
<td>Metal Building Repair and new Overhead Door at Bike Barn</td>
<td>$ 10,000.00</td>
</tr>
<tr>
<td>Landscape Irrigation at Bike Barn</td>
<td>$ 1,200.00</td>
</tr>
<tr>
<td>Landscaping at Bike Barn</td>
<td>$ 2,000.00</td>
</tr>
</tbody>
</table>

**Subtotal Construction Cost**

$ 311,650.00
<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor overhead 7%</td>
<td>$21,815.50</td>
</tr>
<tr>
<td>Insurance 3%</td>
<td>$9,349.50</td>
</tr>
<tr>
<td>Contractor Fee 5% of Cost</td>
<td>$15,582.50</td>
</tr>
<tr>
<td><strong>Total Construction Cost</strong></td>
<td><strong>$358,397.50</strong></td>
</tr>
<tr>
<td>Kitchen Equipment Purchase by Owner Install by Supplier/Contractor</td>
<td>$175,000.00</td>
</tr>
<tr>
<td><strong>Total Project Cost</strong></td>
<td><strong>$533,397.50</strong></td>
</tr>
</tbody>
</table>
To: Mayor and City Commission
Through: Noel Bernal, City Manager

Date: Tuesday, June 16, 2020
Agenda #: Consideration and ACTION on renewal of term contract for Excavation, Loading and Hauling Services for the City of Brownsville, as budgeted. Contract #HDS-30-0418 (Engineering and Public Works Department)

Summary:

Project Scope and Analysis:

Funding:
- Source:
- Amount: $

Local Contribution if Applicable:

Recommendation:
The Engineering & Public Works Department (EPW) is recommending approval to renew the multi-vendor, term contract for excavation, loading and hauling services with Mesquite Farm, LLC, Rio Grande Hauling and RML Hauling TX for an additional 12-month period. The renewal would be exercising first of two extension options for Contract #HDS-30-0418.

Commission Pillar:

Attachments:
1. Agenda Request-Excavation
2. Memo to Commission Board
3. Backup
4. Backup 2
TO: Noel Bernal, City Manager  
FROM: Armando Gutierrez, Jr.P.E., Engineering & PW Director  
SUBJECT: Excavation, Loading and Hauling Services  
DATE: 6/4/2020  
THROUGH: Helen Ramirez, Deputy City Manager

AGENDA ITEM  COMMISSION MEETING DATE 06/16/20

<table>
<thead>
<tr>
<th>Executive Session (City Attorney Only)</th>
<th>Select</th>
<th>Agenda</th>
<th>Ordinance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time Needed:</td>
<td>Time Needed:</td>
<td>□ Public Hearing</td>
<td>□ First Reading</td>
</tr>
<tr>
<td>Action Item:</td>
<td></td>
<td>□ Contract</td>
<td>□ Second Reading</td>
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<tr>
<td></td>
<td></td>
<td>□ Grant</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>✔ Action</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>□ Consent</td>
<td></td>
</tr>
</tbody>
</table>

Information: Please include additional information/request.

Consideration and Action to approve the renewal of the Term Contract for Excavation, Loading and Hauling Services for the City of Brownsville, as budgeted.

Contract #HDS-30-0418

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></td>
<td></td>
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</tr>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>City Commission</th>
<th>Approved: Yes</th>
<th>No</th>
<th>Approved: Yes</th>
<th>No</th>
<th>Approved: Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date:</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Assistant City Manager | Deputy City Manager

<table>
<thead>
<tr>
<th>City Manager’s Approval</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature:</td>
</tr>
<tr>
<td>Date:</td>
</tr>
</tbody>
</table>
To: Mayor Mendez and City Commission
Through: Noel Bernal, City Manager
From: Armando Gutierrez, Jr. P.E., Engineering & Public Works Director
Date: June 16, 2020
SUBJECT: Renewal of Excavation, Loading and Hauling Services for Brownsville Municipal Solid Waste Landfill #HDS-30-0418

RECOMMENDATION:
The Engineering & Public Works Department (EPW) is recommending approval to renew the multi-vendor, term contract for Excavation, Loading and Hauling Services with Mesquite Farm LLC, Rio Grande Hauling and RML Hauling TX for an additional 12-month period. The renewal would be exercising first of two extension options for Contract #HDS-30-0418.

BACKGROUND:
Landfill cover soils is a critical component to daily operations. As per State and Federal regulations, and the City Landfill’s Site Permit, all exposed waste shall be covered with a minimum of six inches of daily cover soil. The current average area size of the City Landfill’s disposal area is 20,000 square feet, which requires at least 450 cubic yards excavated, loaded and hauled from the stockpile location to the disposal area. In addition, all areas of the landfill that have received waste but will be inactive for more than 180 days shall be provided with “intermediate,” which is the placement of another six inches of suitable earthen material. Other projects include, erosion repair, settlement repair for proper drainage, and access road maintenance. All factors included, it’s estimated that 250,000 cubic yards of material must be excavated, loaded and hauled in order to operate a properly managed, compliant facility at the City of Brownsville Landfill.

There are instances throughout the year when hauling services are absolutely necessary to complete projects within the time allowed by regulations. Hurricane season preparation is another event when facility requires additional hauling of soils.

The contract can also be utilized by other departments for other construction projects throughout the City, if needed.
FINANCIAL IMPACT
Since the execution of this contract, the City has requested services to move an average of over 47,500 cubic yards of soil per year. The Department anticipates similar quantity projections for the upcoming fiscal year, with a contract costs for services estimated at $200,000.

All participating vendors have submitted their confirmation to renew the contract at original pricing.

CONCLUSION
Staff is fully satisfied with the level of service provided by the participating vendors. This contractual service is considered to be a benefit to the City of Brownsville.

Therefore, the City of Brownsville Engineering and Public Works Department recommends the renewal of the Excavation, Loading and Hauling Services contract in order for the City to continue to receive excellent service for the next 12-month period.

Funding will be primarily derived from Landfill Fund 66 – Miscellaneous Services.
Recap:

Term of Contract. This contract shall commence upon approval by the City Commission and shall expire in June 28, 2019. 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.

Update:

The City of Brownsville would like to request authorization from the City Commission to exercise the option to renew the 2nd one year term contract for one (1) additional year, extending this contract to June 28, 2021 to all three (3) responsive and responsible qualified bidders. Renewal options for this contract include two (2) renewals of one (1) years each extending this contract up to 2021.

All three (3) responsive and responsible qualified bidders concur with our request to renew this contract while keeping current fees as stipulated in the original contract.

The responsive and responsible qualified proposers for Excavation, Loading and Hauling of Clay, Sand, Earthen Cover Materials and Construction Materials for the Public Works Department, Landfill Division and any other City Departments are:

- **Mesquite Farm LLC**, of Brownsville, TX, the **low responsive bidder** at the stipulated prices.
- **Rio Grande Hauling** of Brownsville, TX, the **low responsive bidder** at the stipulated prices.
- **RML Hauling & Milling, Inc.** of Brownsville, TX, the **low responsive bidder** at the stipulated prices.
May 15, 2020

Attn:
Mr. Ray Loop
Mesquite Farm, LLC
2870 S. Oklahoma
Brownsville, TX 78521

RE: Bid # HDS-30-0418: Term Contract for Excavation, Loading, and Hauling Services for the City of Brownsville

The original contract with Mesquite Farm, LLC was awarded July 17, 2018 for a Term Contract for Excavation, Loading, and Hauling Services is set to expire on June 28, 2020. The contract also included the option for renewal two times for the length of one (1) year, the length of the original contract.

The City of Brownsville would like to explore the option to renew contract number HDS-30-0418 for one (1) year from the end of current term with Mesquite Farm LLC. Please advise if Mesquite Farm LLC. is interested in continuing this relationship with the City of Brownsville. If in concurrence for a renewal, this contract will be submitted before City Commission for acceptance and approval.

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

Thank you,

Jose F. Perez, CTC, CTCM
Assistant Director

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

Mesquite Farm, LLC

Purchasing & Contract Services Department
City Hall 1001 E. Elizabeth St. Suite 101
Brownsville, TX 78520

Phone: 956.548.6087
Fax: 956.546.2711
e-mail: purchasing@cob.us
May 15, 2020

Attn:
Mr. Ramiro Robledo
Rio Grande Hauling
3521 Old Port Isabel
Brownsville, TX 78521

RE: Bid # HDS-30-0418: Term Contract for Excavation, Loading, and Hauling Services for the City of Brownsville

The original contract with Rio Grande Hauling was awarded July 17, 2018 for a Term Contract for Excavation, Loading, and Hauling Services is set to expire on June 28, 2020. The contract also included the option for renewal two (2) times for the length of one (1) year, the length of the original contract.

The City of Brownsville would like to explore the option to renew contract number HDS-30-0418 for one (1) year from the end of current term with Rio Grande Hauling. Please advise if Rio Grande Hauling is interested in continuing this relationship with the City of Brownsville. If in concurrence for a renewal, this contract will be submitted before City Commission for acceptance and approval.

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

Thank you,

Julio Delos Reyes
City of Brownsville Financial Department - Procurement Services
Jose F. Perez, CTCD, CTCM
Assistant Director

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

Rio Grande Hauling

Purchasing & Contract Services Department
City Hall 1001 E. Elizabeth St. Suite 101
Brownsville, TX 78520

Phone: 956.548.6087
Fax: 956.546.2711
e-mail: purchasing@cob.us
May 15, 2020

Attn:

Ms. Minerva G. Juarez
RML Hauling & Milling, Inc.
P.O. Box 3293
Brownsville, TX 78523

RE: Bid # HDS-30-0418: Term Contract for Excavation, Loading, and Hauling Services for the City of Brownsville

The original contract with RML Hauling & Milling, Inc. was awarded July 17, 2018 for a Term Contract for Excavation, Loading, and Hauling Services is set to expire on June 28, 2020. The contract also included the option for renewal two (2) times for the length of one (1) year, the length of the original contract.

The City of Brownsville would like to explore the option to renew contract number HDS-30-0418 for one (1) year from the end of current term with RML Hauling & Milling, Inc. Please advise if RML Hauling & Milling, Inc. is interested in continuing this relationship with the City of Brownsville. If in concurrence for a renewal, this contract will be submitted before City Commission for acceptance and approval.

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

Thank you,

[Signature]
Jose F. Perez, CTCD, CTCM
Assistant Director

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

[Signature]
RML Hauling & Milling Inc.

Purchasing & Contract Services Department
City Hall 1001 E. Elizabeth St. Suite 101
Brownsville, TX 78520

Phone: 956.548.6087
Fax: 956.546.2711
e-mail: purchasing@cob.us

5/18/2020

Date
AGENDA REQUEST FORM

Item Number: ____________________

COMMISSION MEETING DATE: 7/17/18
DEPT: PUBLIC WORKS
CONTACT: SANTANA TORRES

AGENDA

Select One:

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<tr>
<th>Executive Session</th>
<th>Workshop</th>
<th>Presentation</th>
<th>Agenda</th>
<th>Ordinance</th>
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<td>Action Item: _____</td>
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Brief Description of Agenda Item:
Consideration and Action to award a term contract for Excavation, Loading and Hauling of Clay, Sand, Earthen Cover Materials and Construction Materials for the City of Brownsville. Bid # HDS-30-0418

FINANCIAL: Budgeted Y / N Matching Funds Required Y / N If yes, how much ____________________

REVIEWING DEPARTMENTS ONLY

FINANCE DEPARTMENT: Date Reviewed: __________ By: ________
Comments: ______________________________________

PURCHASING DEPARTMENT: Date Reviewed: __________ By: ________
Comments: ______________________________________

CITY ATTORNEY: Date Reviewed: __________ By: ________
Comments: ______________________________________

ADDITIONAL COMMENTS: (Write in advisory board or committee name and recommendation if applicable)

City Manager Approval

_____________________________ Date: __________

CS Form 002 – 10/2015
Date: June 7, 2018

To: Mr. Michael Lopez, Interim City Manager
    Mr. Pete Gonzalez, Deputy City Manager
    Dr. Arturo Rodriguez, Assistant City Manager

CC: Mr. Santana Torres, Public Works Director
    Ms. Griselda Rosas, City Secretary
    Mr. Lupe Granado III, Finance Director

From: Mr. Roberto C. Luna, Purchasing & Contract Services Department Director

Subject: Agenda Item for the City Commission meeting of July 17th, 2018
       "Consideration and Action to Award a Term Contract for Excavation, Loading and Hauling of Clay, Sand, Earthen Cover Materials and Construction Materials for the City of Brownsville". Bid # HDS-30-0418

At the request of the Public Works Director, Santana Torres, the Purchasing and Contract Services Department solicited formal sealed bids for the aforementioned project. It is the intent of the City of Brownsville to establish a Term Contract for Excavation, Loading and Hauling of Clay, Sand, Earthen Cover Materials and Construction Materials for the Public Works Department, Landfill Division and any other City Departments. Term contract derived from this solicitation shall be awarded to a total of Three (3) material suppliers.

There shall be contract award to a Level 1 – Primary Supplier, Level 2 – Secondary Supplier, Level 3 – Tertiary Supplier. Levels shall be determined on a net unit cost basis, with the lowest unit cost awarded Level 1 status, next lowest unit cost equates to Level 2 and so on. Awarded material suppliers can participate only at one level. Should the Level One, primary material supplier be unable to provide cover soil materials when directed by Public Works Landfill Division or any other City Department, then the next level will be enlisted to provide cover soil materials as per tabulation sheet.

Project milestones were accomplished as follows:

1. The legal advertisement appeared two times in The Brownsville Herald on April 29th, 2018 and May 6th, 2018 and was posted in the Purchasing and BidNet Direct websites.

2. A "Pre-Bid" meeting was conducted on May 10, 2018 at 11:00 A.M. at the Purchasing & Contracts Services Department. A total of three (3) vendors were represented at the pre-bid meeting.

3. Sealed formal bids were opened for the subject project on May 22, 2018 at 3:00 P.M. A total of three (3) bids were received and publicly opened. The Purchasing and Contracts Department tabulated the bids received for review and approval by City Commission.
Procurement Summary

1. Consideration and Action to Award a Term Contract to Multiple contractors for the Excavation, Loading and Hauling of Clay, Sand, Earthen Cover Materials and Construction Materials for the City of Brownsville to the following contractors:
   
   • **Mesquite Farm LLC**, of Brownsville, TX, the *low responsive bidder* at the stipulated prices.
   
   • **Rio Grande Hauling** of Brownsville, TX, the *low responsive bidder* at the stipulated prices.
   
   • **RML Hauling & Milling, Inc.** of Brownsville, TX, the *low responsive bidder* at the stipulated prices.  
     [Bookmark “A” Tabulation Sheet]

   ❖ Contract shall be awarded to Level 1 – Primary Supplier, Level 2 – Secondary Supplier and Level 3 – Tertiary Supplier.

   The quantity of soils to be used for construction purposes will be surveyed by the City’s contracted professional registered land surveyor. Quantities may also be calculated by the City’s Quality Assurance contractors (State registered engineers who are provided the final surveys from a registered surveyor). The survey will be based on whatever specification is necessary to satisfy TCEQ permitting requirements for the project. For example it may be necessary to use grid points or stations every 10,000 square feet. These volumes are calculated after the construction project is complete. Surveyed quantities are the preferred method of calculating payment. Counting loads is only to be used if it is not practical for the City to use surveys. If load counts are to be used by the contractor each full load (of a known volume) will be documented by the contractor with a trip ticket which will be numbered, dated and signed by a City representative.

2. This contract shall commence upon award by the City Commission and shall expire on June 28, 2019. The City of Brownsville reserves the option to renew the term of this contract annually for two (2) one-year term each.
| VENDORS: | Mesquite Farm LLC  
2870 South Oklahoma  
Brownsville, Texas 78521  
Contact: Ray Loop  
Phone #: 956-243-6618  
Fax #: N/A | Rio Grande Hauling  
3521 Old Port Isabel  
Brownsville, Texas 78521  
Contact: Ramiro Robledo  
Phone #: 956-793-5883  
Fax #: N/A | RML Hauling & Milling, Inc.  
P.O. Box 3293  
Brownsville, Texas 78523  
Contact: Minerva G. Juarez  
Phone #: 956-456-3750  
Fax #: 956-546-5333 |
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Description of Services Requested:</td>
<td>Price for cubic yard:</td>
<td>Price for cubic yard:</td>
</tr>
<tr>
<td>Trucking or Hauling soils as per Item 3.0.4 for the unit price of:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Per cubic yard, City excavates &quot;and loads&quot; on contractor’s trucks at Landfill site &lt; 1 mile haul one-way.</td>
<td>$2.00</td>
<td>$ 3.75</td>
</tr>
<tr>
<td>B. Per cubic yard, Contractor excavates &quot;and loads&quot; on Contractor’s trucks at Landfill site &lt; 1 mile haul one-way.</td>
<td>$3.25</td>
<td>$ 7.00</td>
</tr>
<tr>
<td>C. Per cubic yard, City excavates &quot;and loads&quot; on Contractor’s trucks at neighboring land, &lt; 1.5 mile haul one-way.</td>
<td>$2.00</td>
<td>$ 4.00</td>
</tr>
<tr>
<td>D. Per cubic yard, Contractor excavates &quot;and loads&quot; on Contractor’s trucks at neighboring land &lt; 1.5 mile haul one way.</td>
<td>$3.20</td>
<td>$ 7.50</td>
</tr>
</tbody>
</table>

| Award Level – Level 1 – Primary Supplier | Level 2 – Secondary Supplier | Level 3 – Tertiary Supplier |
| Vendors: | Mesquite Farm LLC  
2870 South Oklahoma  
Brownsville, Texas 78521  
Contact: Ray Loop  
Phone #: 956-243-6618  
Fax #: N/A | Rio Grande Hauling  
3521 Old Port Isabel  
Brownsville, Texas 78521  
Contact: Ramiro Robledo  
Phone #: 956-793-5883  
Fax #: N/A | RML Hauling & Milling, Inc.  
P.O. Box 3293  
Brownsville, Texas 78523  
Contact: Minerva G. Juarez  
Phone #: 956-456-3750  
Fax #: 956-546-5333 |
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<tbody>
<tr>
<td>Description of Services Requested:</td>
<td>Price for cubic yard:</td>
<td>Price for cubic yard:</td>
</tr>
<tr>
<td>Trucking or Hauling soils as per Item 3.0.5 for the unit price of:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A. Per cubic yard, City excavates and loads on &quot;Contractor's&quot; trucks 0-2.5 miles radius of job site to designated storage/disposal site.</td>
<td>$3.50</td>
<td>$4.25</td>
</tr>
<tr>
<td>B. Per cubic yard Contractor excavates and loads on &quot;Contractor's&quot; truck 0-2.5 miles radius of job site to designated storage/disposal site.</td>
<td>$4.75</td>
<td>$8.00</td>
</tr>
<tr>
<td>C. Per cubic yard City excavates and loads on Contractor's trucks &gt; 2.5 up to 5 miles radius of job site to designated storage/disposal site.</td>
<td>$4.00</td>
<td>$4.75</td>
</tr>
<tr>
<td>D. Per cubic yard Contractor excavates and loads on &quot;Contractor's&quot; trucks &gt; 2.5 up to 5 miles radius of job site to designated storage/disposal site.</td>
<td>$5.50</td>
<td>$8.50</td>
</tr>
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</table>

Award Level – Level 1 – Primary Supplier  
Level 2 – Secondary Supplier  
Level 3 – Tertiary Supplier
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<th>Description of Services Requested:</th>
<th>Price for cubic yard:</th>
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<tbody>
<tr>
<td>E. Per cubic yard City excavates and loads on Contractor's trucks &gt; up to 10 miles radius of job site to designated storage/disposal site.</td>
<td>$4.00</td>
</tr>
<tr>
<td>F. Per cubic yard Contractor excavates and loads on &quot;Contractor's&quot; trucks &gt; 5 up to 10 miles radius of job site to designated storage/disposal site.</td>
<td>$6.25</td>
</tr>
<tr>
<td>G. Per cubic yard City excavates and loads on Contractor's trucks &gt; 10 up to 15 miles radius of job site to designated storage/disposal site.</td>
<td>$4.50</td>
</tr>
<tr>
<td>H. Per cubic yard Contractor excavates and loads on &quot;Contractor's&quot; trucks &gt; 10 up to 15 miles radius of job site to designated storage/disposal site.</td>
<td>$6.50</td>
</tr>
<tr>
<td>Price for cubic yard:</td>
<td></td>
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<tr>
<td>$5.25</td>
<td>$10.25</td>
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<tr>
<td>$9.00</td>
<td>$10.95</td>
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<tr>
<td>$7.25</td>
<td>$12.85</td>
</tr>
<tr>
<td>$11.00</td>
<td>$13.75</td>
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### VENDORS:

<table>
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<th>Price for cubic yard:</th>
<th>Price for cubic yard:</th>
<th>Price for cubic yard:</th>
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</thead>
<tbody>
<tr>
<td>I. Per cubic yard City excavates and loads on Contractor’s trucks &gt;15 up to 20 miles radius of job site to designated storage/disposal site.</td>
<td>$5.50</td>
<td>$8.00</td>
<td>$16.25</td>
</tr>
<tr>
<td>J. Per cubic yard Contractor excavates and loads on City trucks &gt;15 up to 20 miles radius of job site to designated storage/disposal site.</td>
<td>$2.25</td>
<td>$7.00</td>
<td>$18.25</td>
</tr>
<tr>
<td>K. Per cubic yard Contractor excavates and loads on Contractor’s trucks &gt;15 up to 20 miles radius of job site to designated storage/disposal site.</td>
<td>$7.75</td>
<td>$11.75</td>
<td>$18.25</td>
</tr>
</tbody>
</table>

**Award Level – Level 1 – Primary Supplier**

**Level 2 – Secondary Supplier**

**Level 3 – Tertiary Supplier**
| VENDORS:          | Mesquite Farm LLC  
2870 South Oklahoma  
Brownsville, Texas 78521  
Contact: Ray Loop  
Phone #: 956-243-6618  
Fax #: N/A | Rio Grande Hauling  
3521 Old Port Isabel  
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<tr>
<td>Description of Services Requested:</td>
<td>Price for cubic yard:</td>
<td>Price for cubic yard:</td>
<td>Price for cubic yard:</td>
</tr>
<tr>
<td><strong>City will provide trucks:</strong> Contractor will excavate and load on <strong>City trucks</strong> at Contractor's yard/barrow.</td>
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<td></td>
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<tr>
<td><strong>Clay (Cover)</strong></td>
<td>$2.50</td>
<td>$4.50</td>
<td>$10.25</td>
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</table>
| ♦ Estimated usage: 200-500 Cu. Yds/Annually  
Per cubic yard (to include excavation and loading of material) | | | |
| **River Sand** | $3.50 | $8.75 | $15.50 |
| ♦ Estimated usage: 200 Cu. Yds/Annually  
♦ 3,000 Cu. Yds/emergency  
Disaster/hurricane  
Per cubic yard (to include excavation and loading of material) | | | |
| Specification Criteria | Responsive And Responsible | Responsive And Responsible | Responsive And Responsible |
| Bid Bond | Yes – Check # 104011525 | Yes – Bid Bond | Yes – Check # 9806715415 |

Award Level – Level 1 - **Primary Supplier**  
Level 2 – **Secondary Supplier**  
Level 3 – **Tertiary Supplier**
MEMORANDUM

To: Roberto Luna, Purchasing Director
CC: Lupe Granado, Finance Director
From: Martino Trevino, Asst. PW Director
Date: 05/16/2019
Re: Recommendation for Extension of Term Contract for Hauling & Delivery Service

The City of Brownsville Public Works Department is recommending the extension of a term contract with Mesquite Farm LLC, Rio Grande Hauling, and RML Hauling & Milling, Inc. to provide as needed hauling and delivery services for the City for an additional 12 month period. Public Works is fully satisfied with the level of service provided. City Contract Bid #HDS-30-0418 was awarded by City Commission on July 17, 2018 to the lowest responsive bidders mentioned for an initial one-year period with the option for the City to extend the term of the contract annually for two (2) one-year term each.

Funding is available under account 44-415-779.

If further information is needed, please call me at (956) 547-6571. Thank you for your assistance in this matter.
TO: Noel Bernal, City Manager
FROM: Lupe Granado, Finance Director
SUBJECT: Tax Year 2020 Voter-Approval Tax Rate Calculation
DATE: 6/3/2020
THROUGH: Bryant Walker, Assistant City Manager

AGENDA ITEM

COMMISSION MEETING DATE 06/16/20

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<td>□ Grant</td>
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<td>✔ Action</td>
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<td>✔ Consent</td>
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Information: Please include additional information/request.

Consideration and ACTION on Resolution Number #2020-057, authorizing, in accordance with section 26.04 (c-1) of the Texas Tax Code, that a city officer or employee calculate the voter-approval tax rate for tax year 2020 in the manner provided for a special taxing unit at eight percent (8%).

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

<table>
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<th>City Attorney</th>
<th>Date Reviewed:</th>
<th>By:</th>
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City Commission | Assistant City Manager | Deputy City Manager
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<td>Initials:</td>
<td>Initials:</td>
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<td>Date:</td>
<td>Date:</td>
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City Manager’s Approval

Signature: Date:
To: Mayor and City Commission

Thru: Noel Bernal, City Manager

From: Lupe Granado III, Finance Director

Date: June 3, 2020

Re: Consideration and ACTION on Resolution Number #2020-057, authorizing, in accordance with section 26.04 (c-1) of the Texas Tax Code, that a city officer or employee calculate the voter-approval tax rate for tax year 2020 in the manner provided for a special taxing unit at eight percent (8%). (Financial Services)

Background:

Texas Senate Bill 2 (SB2) of the 86th legislature lowered the property tax rate a taxing unit can adopt without voter approval (voter-approval rate).

Prior to SB2, cities were statutorily allowed to adopt a tax rate up to 8% above the effective rate for maintenance and operations without triggering a mandatory election. The effective tax rate is the rate needed to generate the same amount of property tax revenue compared to the prior year. SB2 lowered the multiplier used in the property tax rate calculation from 8% to 3.5%. However, special taxing units (junior college districts, hospital districts, and taxing units other than schools districts with a maintenance and operations tax rate of 2.5%) can continue to calculate at 8%.

COVID-19:

SB2 also included language allowing cities to calculate in the manner provided for a special taxing unit (8%) if any part of the city is located in an area declared a disaster area during the current tax year by the governor or by the president of the United States. While the Legislative intent may have been on disasters related to floods, hurricanes, tornadoes, or other similar natural disasters, a public health emergency for a pandemic fits the disaster declaration. On March 13, 2020, Governor Greg Abbott issued a disaster declaration in the state and declared a state of disaster for all counties in Texas related to the COVID-19 pandemic.
FY21 Outlook:

Property Tax

Historically, the city’s increases to the existing property tax base has been under both the 8% and 3.5% thresholds. However, in 2019 the Cameron County Appraisal District (CCAD) began a process of reappraising commercial properties as required by the Property Value Study (Government Code Section 403.302 and Tax Code Section 5.10) which is administered by the Texas State Comptroller’s Office every two (2) years to account for market value adjustments. The property value study is an independent estimate of taxable property value in each school district to ensure that local districts are appraising at market value which ensures equitable school funding. To be considered valid, the locally appraised values must be within a statistical margin of error of 5 percent of market value (95%-105% range).

Beginning in 2018, the state comptroller focused more on commercial property values. Audits conducted for years 2016 and 2018 reflected Multi-Family Residences (Apartments) and Commercial Real Property out of acceptable market value range. For example, for year 2018, Multi-Family Residences values were at 71.82% and Commercial Real Property at 89.46% of market value. As a result, CCAD began a two-year plan for a comprehensive review of commercial properties for the first time in many years to meet compliance. For Tax Year 2019, the Certified 2019 taxable values included year one of the commercial reappraisals which included most of the traditional “big box” developments. Values at the end of year one of commercial reappraisals raised Multi-Family Residences and Commercial Real Property to 74.62% and 91.17%, respectively. However, they remained below the lower limit of the acceptable range (below 95%). The 2020 Tax year values will include year two of commercial reappraisals.

Staff presented a scenario on the impact of the 3.5% property tax cap should it have been implemented in FY20. This is being provided as an attachment for reference. As part of the 5-Year General Fund forecast, staff also developed a scenario for FY21 based on the expected completion of reappraisals showing a high possibility the 3.5% threshold would be met or exceeded.

The latest preliminary taxable values received from the CCAD show an estimated total increase of $571M or 7.11% from the previous tax year which is primarily attributed to reappraisals on commercial properties. Based on these preliminary values, it is highly likely the final taxable value growth from reappraisals will cause the voter-approval rate to exceed the 3.5% cap established under SB2.

Sales Tax

Staff is currently developing a sales tax analysis for FY21 revenue projections which will likely reflect a decrease in revenues. By approving this resolution, the city retains the flexibility to adopt a property tax rate above the 3.5% to help off-set sales tax revenue declines.
Summary:

Approval of the voter-approval tax rate calculation does not commit the City Commission to any tax rate. Instead, it allows staff to present various tax rate scenarios for consideration. The property tax rate calculation is scheduled to be presented to City Commission on August 4th and tax rate Hearing and Approval is scheduled for August 18th.
RESOLUTION NO. 2020-057

A RESOLUTION OF THE CITY OF BROWNSVILLE, TEXAS AUTHORIZING, IN ACCORDANCE WITH SECTION 26.04 (c-1) OF THE TEXAS TAX CODE, THAT A DESIGNATED OFFICER OR EMPLOYEE CALCULATE THE VOTER-APPROVAL TAX RATE FOR TAX YEAR 2020 IN THE MANNER PROVIDED FOR A SPECIAL TAXING UNIT AT EIGHT PERCENT (8%).

WHEREAS, the Governor of the State of Texas has declared a state of disaster in Cameron County pursuant to State Law; and

WHEREAS, Section 26.04(c-1) of the Texas Tax Code provides that the governing body of a taxing unit located in an area declared to be a disaster area by the Governor or by the president of the United States may direct a designated officer or employee to calculate the voter-approval tax rate in the manner provided for a special taxing unit at eight percent (8%); and

NOW, THEREFORE BE IT RESOLVED that the City of Brownsville, acting through its governing body, hereby requests, in accordance with Section 26.04 (c-1) of the Texas Tax Code, the Finance Director to calculate the voter-approval tax rate for tax year 2020 in the manner provided for a special taxing unit at eight percent (8%).

DULY PASSED, ADOPTED AND APPROVED by the City Commission of the City of Brownsville, Texas, on the ___ day of ____________, 2020

__________________________
Trey Mendez
Mayor, City of Brownsville, Texas

ATTESTED TO:

__________________________
Griselda Rosas,
Interim City Secretary
To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Damaris McGlone, Parks and Recreation Director

Date: May 15, 2020

Consideration and ACTION to approve the appointment or re-appointment of one (1) Parks & Recreation Advisory Board member.

The Brownsville City Charter established Section 24-15; Parks and Recreation Advisory Board Committee adopted on April 30, 1991; and the Parks and Recreation Advisory Board shall serve as a fact finding and advisory body and make recommendations with reference to park management, care and planting of trees, shrubs, flowers, and other ornamental plants. Said Committee shall provide guidance and advice regarding improvement and maintenance of the City’s parks, and on all matters involving recreation thereon.

Each Board member shall be appointed by the City Commission, and initially shall be three (3) for three year terms, two (2) for two year terms, and two (2) for one year terms eligible to be re-appointed for one (1) additional three-year term, and shall serve without compensation.
RESOLUTION NUMBER 2020-044

A RESOLUTION OF THE CITY OF BROWNSVILLE
APPOINTING MEMBERS TO THE PARKS AND RECREATION ADVISORY BOARD COMMITTEE.

WHEREAS, the Brownsville City Charter establishes the Parks and Recreation Advisory Board Committee, City of Brownsville Code of Ordinances Sec. 74-19; and

WHEREAS, the Parks and Recreation Advisory Board shall serve as a fact finding and advisory body and make recommendations with reference to park management, care and planting of trees, shrubs, flowers, and other ornamental plants. Said Committee shall provide guidance and advice regarding improvement and maintenance of the City’s parks, and on all matters involving recreation thereon; and

WHEREAS, each Board member shall be appointed by the City Commission, and initially shall be three (3) for three year terms, two (2) for two year terms, and two (2) for one year terms eligible to be re-appointed for one (1) additional three-year term, and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Parks and Recreation Advisory Board Committee.

<table>
<thead>
<tr>
<th>NAME</th>
<th>EXPIRED/UN-EXPIRED</th>
<th>TERM ENDING</th>
</tr>
</thead>
</table>

PASSED and APPROVED on this ___________ day of ___________________ 2020.

_________________________
Trey Mendez
Mayor

ATTEST:

_________________________
Griselda Rosas
Interim City Secretary

"Approved as to Form and Legality
This 15th day of May 2020
Title Office of the Brownsville City Attorney"
Ordinance Number: 91-1232  
Board Name: Parks and Recreation Advisory Board Committee  
Meeting Date: Each month posting notice of the date, time, & place

Composition: 7 members  
Term of Office: Three (3) members for 3 yr. terms, two (2) members for 2 yr. terms, & two (2) 1 yr. terms. The successors thereof shall each be appointed to three (3) year terms.

<table>
<thead>
<tr>
<th>Present Board Members</th>
<th>Residing District</th>
<th>Term</th>
<th>Appointed</th>
<th>Expires</th>
<th>Eligible for Re-Appt (Y/N)</th>
<th>Willing to Serve (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
<th>Serving on Other City Boards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adrian Delgado*</td>
<td>2</td>
<td>3 yr.</td>
<td>01/08/2019</td>
<td>01/08/2022</td>
<td>N</td>
<td>Y</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hector Buentello Jr.</td>
<td>1</td>
<td>3 yr.</td>
<td>12/03/2019</td>
<td>08/21/2021</td>
<td>Y</td>
<td>Y</td>
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</tr>
<tr>
<td>Benjamin Del Angel</td>
<td>3</td>
<td>3 yr.</td>
<td>08/21/2018</td>
<td>08/21/2021</td>
<td>Y</td>
<td>Y</td>
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<tr>
<td>Myrta I. Garza*</td>
<td>3</td>
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<td>08/21/2018</td>
<td>08/21/2021</td>
<td>N</td>
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<tr>
<td>Mike Leinart</td>
<td>2</td>
<td>3 yr.</td>
<td>11/07/2018</td>
<td>11/07/2021</td>
<td>Y</td>
<td>Y</td>
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<tr>
<td>Esli Ceballos*</td>
<td>1</td>
<td>3 yr.</td>
<td>07/02/2019</td>
<td>07/02/2022</td>
<td>N</td>
<td>Y</td>
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<tr>
<td>Joe Lee Rubio</td>
<td>4</td>
<td>3 yr.</td>
<td>08/21/2018</td>
<td>06/06/2020</td>
<td>Y</td>
<td>Y</td>
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APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS - CANNOT SERVE ON MORE THAN 2 BOARDS

<table>
<thead>
<tr>
<th>Applicants (16)</th>
<th>Residing District</th>
<th>Serving on Other City Boards</th>
<th>Eligible for Re-Appt (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
<th>Areas of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joe Lee Rubio</td>
<td>1</td>
<td></td>
<td>Y</td>
<td>Y</td>
<td>Parks and Recreation Advisory Board</td>
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<tr>
<td>Carolyn Elizabeth Cuevas</td>
<td>1</td>
<td></td>
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<tr>
<td>Mayra Cruz</td>
<td>1</td>
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<td>Parks and Recreation Advisory Board</td>
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<tr>
<td>Ruben Santibanez</td>
<td>1</td>
<td></td>
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<td>Parks and Recreation Advisory Board</td>
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<tr>
<td>Melissa Gavina</td>
<td>2</td>
<td></td>
<td></td>
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<td>Parks and Recreation Advisory Board</td>
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<tr>
<td>Louis Leal</td>
<td>2</td>
<td></td>
<td></td>
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<td>Parks and Recreation Advisory Board</td>
</tr>
<tr>
<td>Kara Capistrano</td>
<td>2</td>
<td></td>
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<tr>
<td>Jose Cisneros</td>
<td>2</td>
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<td>Parks and Recreation Advisory Board</td>
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<td>Tito Mata</td>
<td>2</td>
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<td>Parks and Recreation Advisory Board</td>
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<tr>
<td>April Flores</td>
<td>3</td>
<td></td>
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<tr>
<td>Wesley Reed</td>
<td>3</td>
<td></td>
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<tr>
<td>Richard Hitchcox</td>
<td>3</td>
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</tr>
<tr>
<td>Name</td>
<td>Term</td>
<td>Committee</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>---------------------</td>
<td>------</td>
<td>-----------------------------------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miguel Gaytan</td>
<td>4</td>
<td>Parks and Recreation Advisory Board</td>
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<td></td>
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<tr>
<td>Luis Rodriguez-Abad</td>
<td>4</td>
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<td></td>
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<tr>
<td>Jorge Castillo</td>
<td>4</td>
<td>Parks and Recreation Advisory Board</td>
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<tr>
<td>Alex Anzaldua</td>
<td>4</td>
<td>Parks and Recreation Advisory Board</td>
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- 2nd term on the Parks & Recreation Advisory Committee
AGENDA ITEM  COMMISSION MEETING DATE 06/16/20

<table>
<thead>
<tr>
<th>Executive Session (City Attorney Only)</th>
<th>Select</th>
<th>Agenda</th>
<th>Ordinance</th>
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<tbody>
<tr>
<td>Time Needed:</td>
<td>Time Needed:</td>
<td>First Reading</td>
<td>Second Reading</td>
</tr>
<tr>
<td>Action Item:</td>
<td>Action</td>
<td>Grant</td>
<td>Consent</td>
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</tbody>
</table>

Information: Please include additional information/request.

Consideration and ACTION on Resolution Number 2020-046, to accept resignation and appoint a member to the Brownsville Public Library System Advisory Board.

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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<tbody>
<tr>
<td>Comments:</td>
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<table>
<thead>
<tr>
<th>Finance Department</th>
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<td>Comments:</td>
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<table>
<thead>
<tr>
<th>City Commission</th>
<th>Assistant City Manager</th>
<th>Deputy City Manager</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approved:</td>
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<tr>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
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<td>Date:</td>
<td>Initials:</td>
<td>Date:</td>
</tr>
<tr>
<td></td>
<td></td>
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</table>

City Manager’s Approval

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Date:</th>
</tr>
</thead>
</table>

Revised 3/2019
RESOLUTION NUMBER 2020-046

A RESOLUTION OF THE CITY OF BROWNSVILLE
APPOINTING MEMBERS TO THE BROWNSVILLE
PUBLIC LIBRARY SYSTEM ADVISORY BOARD.

WHEREAS, the Brownsville Public Library System Advisory Board is regulated by Brownsville City Ordinance Chapter 62 of the Code of Ordinance.

WHEREAS, the Brownsville Public Library System Advisory Board is designated to serve as the Brownsville Public Library System advising board.

WHEREAS, each Board member shall be appointed by the City Commission, and shall serve a three (3) year term, and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Brownsville Public Library Advisory Board.

<table>
<thead>
<tr>
<th>NAME</th>
<th>EXPIRED/UN-EXPIRED</th>
<th>TERM ENDING</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

PASSED and APPROVED on this 16th day of June 2020.

City of Brownsville

Trey Mendez
Mayor

ATTEST:

Griselda Rosas
Interim City Secretary

"Approved as to Form and Legality
This 30th day of June 2020
Title
Office of the Brownsville City Attorney"
To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Jerry Hedgecock, Public Information Services Director

Date: May 29, 2020

Consideration and Action to appoint one (1) regular member to the Brownsville Public Library System Advisory Board.

Summary:
The Brownsville Public Library System Advisory Board is made up of nine (9) members. There is currently one (1) position vacant. The board member shall be appointed by the City Commission, shall serve a three (3) year term, and shall serve without compensation.

Mrs. Alexandre Couture Gagnon resigned from the board, and her term expires on January 2022. The newly appointed member shall serve until that date.

COB Code of Ordinance Ch. 62 § 62-28 state that “All appointments to the Public Library System Advisory Board shall be made in January,” and only “unexpired terms shall be filled as needed”.

Per recommendations from COB Legal department, the Brownsville Public Library System Advisory Board will propose changes to the City Commission on Ordinance 62 § 62-28 to allow expired positions to be reappointed or appointed in December of each year. Therefore, the (3) three current expired positions will be presented in December 2020. Members chosen then will serve a (2) two year term (2023) to comply with the Ordinance that (3) three members shall be appointed annually.

History:
The Brownsville Public Library System Advisory Board was created by Ordinance #91-1245, adopted on January 7, 1992. It was last amended by Ordinance #2007-1245-B, adopted on February 6, 2007.

Regulation:
The Brownsville Public Library System Advisory Board is regulated by Brownsville City Ordinance Chapter 62 of the Code of Ordinance.

Purpose:
The purpose of the Advisory Board shall be to:

A) Assist in setting goals and objectives.
B) Collaborate with staff in the submittal of the Annual report to the Texas State Library and Archives Commission.
C) Advise on long range planning.
D) Recommend library programming, use of facilities, and resources.
### Present Board Members

<table>
<thead>
<tr>
<th>Present Board Members</th>
<th>Residing District</th>
<th>Term</th>
<th>Appointed</th>
<th>Expires</th>
<th>Eligible for Re-Appt (Y/N)</th>
<th>Willing to Serve (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
<th>Serving on Other City Boards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shannon Pensa</td>
<td>2</td>
<td>3yrs</td>
<td>7/2/2019</td>
<td>1/31/2022</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Merrill Hammons</td>
<td>1</td>
<td>3yrs</td>
<td>3/30/2018</td>
<td>1/31/2021</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Karen Pena</td>
<td>2</td>
<td>3yrs</td>
<td>3/20/2018</td>
<td>1/31/2021</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roberto M. Rosas</td>
<td>3</td>
<td>3yrs</td>
<td>4/18/2017</td>
<td>1/31/2020</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Emma Conde Rios</td>
<td>4</td>
<td>3yrs</td>
<td>4/18/2017</td>
<td>1/31/2020</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mary O. Trevino</td>
<td>2</td>
<td>3yrs</td>
<td>4/18/2017</td>
<td>1/31/2020</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Rose Marie Lehmann</td>
<td>4</td>
<td>3yrs</td>
<td>7/2/2019</td>
<td>1/31/2022</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Julianna Sosa</td>
<td>3</td>
<td>3yrs</td>
<td>7/2/2019</td>
<td>1/31/2022</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alexandre Couture Gagnon</td>
<td>3</td>
<td>3yrs</td>
<td>7/2/2019</td>
<td>1/31/2022</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
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### APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS - CANNOT SERVE ON MORE THAN 1 BOARD

<table>
<thead>
<tr>
<th>Applicants (1)</th>
<th>Residing District</th>
<th>Serving on Other City Boards</th>
<th>Eligible for Re-Appt (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
<th>Areas of Interest</th>
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</thead>
<tbody>
<tr>
<td>Claudia Lozano</td>
<td>4</td>
<td>N</td>
<td>Y</td>
<td></td>
<td>Brownsville Public Library System Advisory Board</td>
</tr>
<tr>
<td>April Flores</td>
<td>3</td>
<td>N</td>
<td>Y</td>
<td></td>
<td>Brownsville Public Library System Advisory Board</td>
</tr>
<tr>
<td>John Chosy</td>
<td>2</td>
<td>N</td>
<td>Y</td>
<td></td>
<td>Brownsville Public Library System Advisory Board</td>
</tr>
<tr>
<td>Erasmo Castro</td>
<td>3</td>
<td>N</td>
<td>Y</td>
<td></td>
<td>Brownsville Public Library System Advisory Board</td>
</tr>
<tr>
<td>Juan Pequeno</td>
<td>4</td>
<td>N</td>
<td>Y</td>
<td></td>
<td>Brownsville Public Library System Advisory Board</td>
</tr>
</tbody>
</table>
Juan Guerra

From: Alexandre Couture Gagnon <alexandre.couturegagnon@utrgv.edu>
Sent: Monday, February 10, 2020 12:11 PM
To: Juan Guerra
Subject: Resignation from the Library board

Mr. Guerra:

This is my official resignation as a member of the Brownsville Public Library board. My professional and personal life has become too busy to remain an active and effective member of the board.

Thank you for your exceptional work at the library,

Alex

Alexandre Couture Gagnon, Ph.D.
Assistant Professor
Department of Political Science
The University of Texas Rio Grande Valley
One West University Boulevard
Brownsville, TX 78520
**TO:** Noel Bernal, City Manager  
**FROM:** Rick Vasquez, Director, Planning and Redevelopment Dept.  
**SUBJECT:** Resolution 2020-052- Board of Adjustment  
**DATE:** 6/16/2020  
**THROUGH:** Helen Ramirez, Deputy City Manager

**AGENDA ITEM**  
**COMMISSION MEETING DATE 06/16/20**

<table>
<thead>
<tr>
<th>Executive Session <em>(City Attorney Only)</em></th>
<th>Select</th>
<th>Agenda</th>
<th>Ordinance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time Needed:</td>
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<td>Time Needed:</td>
<td>First Reading</td>
</tr>
<tr>
<td>Action Item:</td>
<td></td>
<td>Public Hearing</td>
<td>Second Reading</td>
</tr>
</tbody>
</table>

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

Consideration and Action on Resolution Number 2020-052, to appoint or reappoint members to the Board of Adjustment (BOA).

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**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>
<th>Comments:</th>
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<table>
<thead>
<tr>
<th>Finance Department</th>
<th>Date Reviewed:</th>
<th>By:</th>
<th>Comments:</th>
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<table>
<thead>
<tr>
<th>City Commission</th>
<th>Assistant City Manager</th>
<th>Deputy City Manager</th>
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<tbody>
<tr>
<td>Approved:</td>
<td>Approved:</td>
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</tr>
<tr>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
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<td>No</td>
</tr>
<tr>
<td>Date:</td>
<td>Initials:</td>
<td>Initials:</td>
</tr>
</tbody>
</table>

**City Manager’s Approval**

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Date:</th>
</tr>
</thead>
</table>

Revised 3/2019
To: Mayor and City Commission

Through: Noel Bernal, City Manager

From: Rick Vasquez, Planning & Redevelopment Department Director

Date: June 16, 2020

Consideration and ACTION on Resolution 2020-052, to appoint or reappoint members to the Board of Adjustment (BOA).

Summary:
The Board of Adjustment is made up of 5 regular members and 4 alternate members. Currently, there are one regular member position and one alternate member position available.

History:
The Board of Adjustment (BOA) was created by Chapter 348 – Zoning Ordinance of the Code of Ordinances of the City of Brownsville; the authority for the Board of Adjustment was created in Section 211.008 of the Texas Local Government Code.
The BOA is a quasi-judicial board that may do the following:
- Hear and decide special exceptions to the terms of the zoning ordinance.
- Authorize in specific cases a variance/waiver from the terms of the zoning ordinance if the variance is not contrary to the public interest, due to special conditions, a literal enforcement of the ordinance would result in an unnecessary hardship; and so that the spirit of the ordinance is observed and substantial justice is done.
- Variances may only be granted if there exists an unnecessary hardship. Does not include:
  - Property that cannot be used for its highest and best use;
  - Financial or economic hardship
  - Self-created hardship
- Hear and decide other matter authorized by the zoning ordinance
- Hear and decide an appeal that alleges error in an order, requirement, decision, or determination made by an administrative official.
- Appeals from an administrative officials decision may include the following type of code provisions:

As a quasi-judicial board, any appeal of a BOA decision goes to District Court.
RESOLUTION NUMBER 2020-052

A RESOLUTION OF THE CITY OF BROWNSVILLE
APPOINTING MEMBERS TO THE BROWNSVILLE
BOARD OF ADJUSTMENT

WHEREAS, the Brownsville City Charter established Chapter 348.- Zoning, Article II.- Administration, Division 2.- Board of Adjustment, in 1971; and

WHEREAS, the Board of Adjustment is a quasi-judicial board that hears and decides on variance requests, special exceptions, and appeals to City of Brownsville Code of Ordinances Chapter 348.- Zoning; and

WHEREAS, each Board member shall be appointed by the City Commission, and shall serve a two (2) year term and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Board of Adjustment.

<table>
<thead>
<tr>
<th>NAME</th>
<th>EXPIRED/UN-EXPIRED</th>
<th>TERM ENDING</th>
</tr>
</thead>
</table>

PASSED and APPROVED on this ___________ day of June 2020.

City of Brownsville

Trey Mendez
Mayor

ATTEST:

Griselda Rosas
City Secretary
<table>
<thead>
<tr>
<th>Present Board Members</th>
<th>Residing District</th>
<th>Term</th>
<th>Appointed</th>
<th>Expires</th>
<th>Eligible for Re-Appt (Y/N)</th>
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<th>Staff Recommendation (Y/N)</th>
<th>Serving on Other City Boards</th>
</tr>
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<tbody>
<tr>
<td>Howard Slackman</td>
<td>2</td>
<td>2nd 2 year term</td>
<td>7/2/2019</td>
<td>7/2/2021</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Roy De Los Santos</td>
<td>3</td>
<td>2nd 2 year term</td>
<td>3/20/2018</td>
<td>3/20/2020</td>
<td>Y</td>
<td></td>
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</tr>
<tr>
<td>Maria Alicia Loya</td>
<td>4</td>
<td>2nd 2 year term</td>
<td>7/2/2019</td>
<td>7/2/2021</td>
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<tr>
<td>Dillon Vanderford</td>
<td>2</td>
<td>2nd 2 year term</td>
<td>7/2/2019</td>
<td>7/2/2021</td>
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<tr>
<td>Iris L. Diaz</td>
<td>4</td>
<td>1st 2 year term</td>
<td>8/06/2019</td>
<td>8/06/2021</td>
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<tr>
<td>Jose Hinojosa Jr.</td>
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<td>1st 2 year term</td>
<td>8/21/2018</td>
<td>8/21/2020</td>
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<tr>
<td>Michelle Garcia</td>
<td>4</td>
<td>1st 2 year term</td>
<td>11/6/2018</td>
<td>11/6/2020</td>
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<td></td>
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</tr>
<tr>
<td>Martin Metzger</td>
<td>2</td>
<td>1st 2 year term</td>
<td>8/21/2018</td>
<td>8/21/2020</td>
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APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS - CANNOT SERVE ON MORE THAN 1 BOARD

<table>
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<tr>
<th>Applicants</th>
<th>Residing District</th>
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<th>Staff Recommendation (Y/N)</th>
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<tr>
<td>Roy De Los Santos</td>
<td>3</td>
<td></td>
<td></td>
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<td>Housing, Planning, and Adjustments.</td>
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<tr>
<td>David Ramirez</td>
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<td>Planning, Building, and Zoning</td>
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<td>Alicia Gracia</td>
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<td>Alejandro Garcia-Moreno</td>
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<td>Planning &amp; Development</td>
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<tr>
<td>Ismael Hinojosa</td>
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<td>John Chosy</td>
<td>2</td>
<td>Development and redevelopment of Brownsville</td>
<td></td>
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<tr>
<td>Jorge Castillo</td>
<td>4</td>
<td>Housing, Parks beautification, and Airport.</td>
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<tr>
<td>Juan Pequeno</td>
<td>4</td>
<td>Anything historical, planning, parks, beautification related.</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
TO: Noel Bernal, City Manager  
FROM: Norma H. Zamora, Director Multimodal Transportation  
SUBJECT: Resolution Number 2020-051 to appoint one (1) new TAC A  
DATE: 6/16/2020  
THROUGH: Norma H. Zamora, Director Multimodal Transportation

AGENDA ITEM  
COMMISSION MEETING DATE 06/16/20

<table>
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<tr>
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<th>Select</th>
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<td>Public Hearing</td>
<td>First Reading</td>
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<td>Action Item:</td>
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<td>Contract</td>
<td>Second Reading</td>
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<tr>
<td></td>
<td>Consent</td>
<td>Grant</td>
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</table>

Information: Please include additional information/request.

Consideration and ACTION on Resolution Number 2020-051, to appoint or reappoint member(s) to the Transit Advisory Committee. (Multimodal Transportation- Transit)

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 Manager’s Approval

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

Through: Noel Bernal, City Manager

From: Norma Zamora, Director – Multimodal Transportation

Date: June 16, 2020

Agenda: Consideration and ACTION on Resolution 2020-051, to appoint or reappoint member(s) to the Transit Advisory Committee.

Summary:
The Multimodal Transportation Departments Transit Advisory Committee (TAC) consists of seven (7) members and it currently has one (1) vacancy. Ms. Guillermina Manjarrez resigned due to personal issues on 02/19/2020. Transit Advisory Committee (TAC) Active Members are as follows:

- Ms. Viola Currier, District 1
- Ms. Sylvia Berry, District 2
- Ms. Sandra Gomez, District 3
- Mr. Jacob James Gutierrez, District 4
- Ms. Norleen Ann Valadez, District 1
- Mr. Scott C. Fry, District 2

Staff has received 3 applications that were reviewed and consider all the applicants eligible to participate. The applicants are: (see attachment for more details of each applicant)

- Mr. Gregorio Rincones, District 1
- Ms. Melva Perez, District 4
- Mr. Miguel H. Gaytan, District 4

The Transit Advisory Committee is appointed by the Brownsville City Commission.

Project Scope and Analysis:
The Transit Advisory Committee shall monitor the performance of Brownsville Metro quality statistical reports, reviews requested and proposed service, policy and procedure changes to assure that user and institutional needs have been addressed.

The TAC committee members are tasked as follows:

1. Monitor users through a statistical report of service production for Paratransit and Fixed Route operations in order to determine deterioration due to use or abuse.
2. Review individual complaints, incidents and/or suggestions as needed to determine applicability to policies and procedures.
3. Provide support to staff on enforcing policies, procedures, and practices.
4. Provide advocacy support in community program benefits.
5. Review the acquisition/development of major facilities or equipment to assure it addresses the needs of the entire community.
Recommendation:

Staff recommends appointing Gregorio Rincones to the Transit Advisory Committee (TAC), he is a current user of Brownsville Metro’s Paratransit Services.

City of Brownsville, Texas

1001 E. Elizabeth St., P.O. Box 911, Brownsville, Texas 78522 Telephone: 956-548-6007 Fax: 956-546-4021 www.cob.us
RESOLUTION NUMBER 2020-051

A RESOLUTION OF THE CITY OF BROWNSVILLE
APPOINTING MEMBERS TO THE TRANSIT ADVISORY COMMITTEE.

WHEREAS, The Transit Advisory Committee was created in 1991 and amended by the By Laws accepted January 10, 2003, and further amended by Resolution Number 2006-039 on June 06, 2006; and

WHEREAS, the Transit Advisory Committee shall monitor the performance of Brownsville Metro quality statistical reports, reviews requested and proposed service, policy and procedure changes to assure that user and institutional needs have been addressed;

To provide advice and guidance to the Brownsville City Commission through staff on the development, implementation and operation of the Paratransit and Fixed Route Services consistent with all State and Federal Rules and Regulations, and to further:
1. Monitor the performance of Brownsville Metro quality statistical reports.
2. Monitor users through a statistical report of service productions for Paratransit and Fixed Route operations in order to determine deterioration due to use or abuse.
3. Review requested and proposed service, policy and procedure changes to assure that user and institutional needs have been addressed.
4. Review individual complaints, incidents and/or suggestions as needed to determine applicability to policies and procedures.
5. Provide support to staff on enforcing policies, procedures and practices; and

WHEREAS, the Transit Advisory Committee is composed of seven (7) members, and one (1) member shall be appointed by the City Commission.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, that the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Transit Advisory Committee.

<table>
<thead>
<tr>
<th>NAME</th>
<th>EXPIRED/UN-EXPIRED</th>
<th>TERM ENDING</th>
</tr>
</thead>
</table>

PASSED and APPROVED on this 16th day of June 2020.

City of Brownsville

Trey Mendez
Mayor

ATTEST:

Griselda Rosas
Interim-City Secretary

"Approved as to Form and Legality
This 9th day of June, 2010
Title: Ass. City Attorney"
### Present Board Members

<table>
<thead>
<tr>
<th>Present Board Members</th>
<th>Residing District</th>
<th>Term</th>
<th>Appointed</th>
<th>Expires</th>
<th>Eligible for Re-Appt (Y/N)</th>
<th>Willing to Serve (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
<th>Serving on Other City Boards</th>
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<tr>
<td>Viola Currier</td>
<td>1</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>06/20/2017</td>
<td>10/04/2020</td>
<td>N</td>
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<td>Transit Advisory Committee (TAC)</td>
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<tr>
<td>Sylvia Berry</td>
<td>2</td>
<td>7&lt;sup&gt;th&lt;/sup&gt;</td>
<td>11/13/2018</td>
<td>11/13/2020</td>
<td>N</td>
<td></td>
<td></td>
<td>Transit Advisory Committee (TAC)</td>
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<tr>
<td>Sandra Gomez</td>
<td>3</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt;</td>
<td>11/13/2018</td>
<td>11/13/2020</td>
<td>N</td>
<td></td>
<td></td>
<td>Transit Advisory Committee (TAC)</td>
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<tr>
<td>Jacob Gutierrez</td>
<td>4</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt;</td>
<td>11/13/2018</td>
<td>11/13/2020</td>
<td>N</td>
<td></td>
<td></td>
<td>Transit Advisory Committee (TAC)</td>
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<tr>
<td>Scott Fry</td>
<td>2</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>12/03/2019</td>
<td>11/13/2022</td>
<td>N</td>
<td></td>
<td></td>
<td>Transit Advisory Committee (TAC)</td>
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<tr>
<td>Norleen Ann Valadez</td>
<td>1</td>
<td>2&lt;sup&gt;nd&lt;/sup&gt;</td>
<td>12/04/2018</td>
<td>11/13/2020</td>
<td>N</td>
<td></td>
<td></td>
<td>Transit Advisory Committee (TAC)</td>
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<tr>
<td><strong>Guillermina Manjarrez (Resigned: 02/19/2020)</strong></td>
<td>3</td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
<td>01/07/2020</td>
<td>11/13/2022</td>
<td>N</td>
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<td><strong>Transit Advisory Committee (TAC)</strong></td>
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### APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS - CANNOT SERVE ON MORE THAN 1 BOARD

<table>
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<tr>
<th>Applicants</th>
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<th>Serving on Other City Boards</th>
<th>Eligible for Re-Appt (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
<th>Areas of Interest</th>
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<tbody>
<tr>
<td>Gegorio Rincones</td>
<td>1</td>
<td>N/A</td>
<td>Y</td>
<td>Y</td>
<td>Transit Advisory Committee (TAC)</td>
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<tr>
<td>Melva Perez</td>
<td>4</td>
<td>N/A</td>
<td>Y</td>
<td>Y</td>
<td>Planning &amp; Zoning Commission, Transit Advisory Committee (TAC)</td>
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<tr>
<td>Miguel H. Gaytan</td>
<td>4</td>
<td>N/A</td>
<td>Y</td>
<td>Y</td>
<td>Beautification Committee (BBC), Capital Improvements Advisory Committee (CIAC), Charter Review Committee, Greater Brownsville Incentives Corporation (GBIC), Parks &amp; Recreation Advisory Committee, Planning &amp; Zoning Commission, Transit Advisory Committee (TAC)</td>
</tr>
</tbody>
</table>
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Rick Vasquez, Planning and Redevelopment Director
Date: June 3, 2020

RE: Consideration and ACTION on Resolution Number 2020-055

**Background:**

In 2016, the City of Brownsville was inducted into the Texas Main Street Program by the Texas Historical Commission and as such, joined a state and national network of over 2,000 cities that are dedicated to building stronger communities by embracing what makes them unique -- their culture, heritage and history.

The Main Street Advisory Board is tasked with working with the Downtown District Manager to develop and adopt a strategic annual action plan that will prioritize projects for Downtown Brownsville. The Board's role is to lead the implementation of the annual action plan and advocate for Downtown Brownsville.

The Main Street Advisory Board consists of nine members, of which seven will be community members who are property or business owners within downtown Brownsville and/or are supporters of downtown redevelopment. The city manager will appoint two city employees from the following departments: Planning and Zoning Department (one appointee) and Office of Grant Management and Community Development (one appointee). All board members shall serve two-year terms.

Angelina Macias, appointed June 19, 2018, is currently the Board Secretary and wishes to be considered for reappointment.

**Staff Recommendation:**

Staff recommends the adoption of Resolution Number 2020-55.
RESOLUTION NUMBER 2020-055

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE MAIN STREET ADVISORY BOARD.

WHEREAS, in 2016, the City of Brownsville was designated a Texas Main Street community by the Texas Historical Commission;

WHEREAS, the Main Street Advisory Board for the City of Brownsville is regulated by Part II - Brownsville Code of Ordinances, Ch. 2 - Administration, Article IV - Boards, Committees, Commissions, Division 5 - Main Street Advisory Board;

WHEREAS, the purpose of the Main Street Advisory Board is develop and adopt a strategic annual action plan that will prioritize projects for Downtown Brownsville.

WHEREAS, the Main Street Advisory Board serves as the downtown board that will assist with vetting, approving and implementing downtown projects.

WHEREAS, the Main Street Advisory Board consists of nine members, of which seven will be community members who are property or business owners within downtown Brownsville and/or are supporters of downtown redevelopment. The City Manager will appoint two city employees from the following departments: Planning and Zoning Department (one appointee) and Office of Grant Management and Community Development (one appointee). All board members shall serve two-year terms and are eligible to serve two terms (four years total), either consecutively or non-consecutively.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Main Street Advisory Board:

<table>
<thead>
<tr>
<th>NAME</th>
<th>EXPIRED/UN-EXPIRED</th>
<th>TERM ENDING</th>
</tr>
</thead>
</table>

PASSED and APPROVED on this __________ day of June 2020.

City of Brownsville

Trey Mendez
Mayor

ATTEST:

________________________
Griselda Rosas
Interim City Secretary

"Approved as to Form and Legality
This 9th day of June, 2020
Title, Office of the Brownsville City Attorney"
### Present Board Members

<table>
<thead>
<tr>
<th>Name</th>
<th>Residing District</th>
<th>Term</th>
<th>Appointed</th>
<th>Expires</th>
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<th>Staff Recommendation (Y/N)</th>
<th>Serving on Other City Boards</th>
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<tr>
<td>Luis Foncerrada</td>
<td>3</td>
<td>2 years</td>
<td>01/22/2019</td>
<td>01/31/2021</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
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<tr>
<td>Angelina Macias</td>
<td>2</td>
<td>2 years</td>
<td>06/19/2018</td>
<td>06/30/2020</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
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<tr>
<td>Josh Mejia</td>
<td>4</td>
<td>2 years</td>
<td>06/19/2018</td>
<td>06/30/2020</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
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<tr>
<td>Jesse Miller</td>
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<td>2 years</td>
<td>06/19/2018</td>
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<td>Ben Neece</td>
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<td>2 years</td>
<td>08/01/2017</td>
<td>08/31/2019</td>
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<td>Efren Trujillo</td>
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<td>2 years</td>
<td>01/22/2019</td>
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<td>Esthela Valdez</td>
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<td>2 years</td>
<td>06/19/2018</td>
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### APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS - CANNOT SERVE ON MORE THAN 2 BOARDS

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<th>Areas of Interest</th>
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<td>Angelina Popovic-Macias</td>
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<td>Augustine Anduiza</td>
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<td>Main Street Advisory Board, Planning &amp; Zoning Commission Greater Brownsville Incentives Corporation (GBIC), Public Utilities Board (BPUB)</td>
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<td>Carlos Martinez</td>
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<td>Main Street and Planning and Zoning</td>
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<td>Daniela Loera</td>
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<td>Economic development, marketing, tourism</td>
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<td>Desi Najera, Jr.</td>
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<td>Downtown revitalization, historic preservation, tourism, and airport</td>
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<tr>
<td>Elizabeth Dierlam</td>
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<td></td>
<td></td>
<td>Charter review, Main Street</td>
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<tr>
<td>Ian Buenrostro</td>
<td>3</td>
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<td></td>
<td></td>
<td>Planning and development, foreign direct investment</td>
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<td>Jim Griffin</td>
<td>3</td>
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<td></td>
<td>Field not completed in application</td>
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<tr>
<td>Jorge L. Castillo</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td>Housing, parks beautification, and airport.</td>
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<tr>
<td>Jose A. Trevino</td>
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<td>Beautification, Parks, Community improvement, Animal shelter, Historic</td>
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<tr>
<td>Name</td>
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<td>Duties</td>
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<tr>
<td>Luis A. Flores</td>
<td>3</td>
<td>Housing, parks and recreation, historic, downtown, visitors, business</td>
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<td>Marcos Vega</td>
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<td>Housing, Parks, GBIC</td>
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<td>Mayra Cruz</td>
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<tr>
<td>Vanessa Sandoval</td>
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<td>Planning</td>
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<td>Wesley Reed</td>
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<td>Business and Recreational</td>
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<td>Yadira Torres</td>
<td>3</td>
<td>Project Planning and Beautification</td>
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</table>
TO: Noel Bernal, City Manager
FROM: Rick Vasquez, Planning and Redevelopment Director
SUBJECT: Resolution Number 2020-056
DATE: 6/3/2020
THROUGH: Helen Ramirez, Deputy City Manager

AGENDA ITEM COMMISSION MEETING DATE 06/16/20

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<td>Consent</td>
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</tbody>
</table>

Information: Please include additional information/request.

Consideration and Action on Resolution Number 2020-056, to appoint or reappoint members to the Historic Preservation and Design Review Board.

Philip Samponaro wishes to be considered for reappointment.

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

<table>
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<tr>
<th>City Attorney</th>
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<td>Approved: Yes</td>
<td>Approved: Yes</td>
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<tr>
<td>No</td>
<td></td>
<td>No</td>
</tr>
<tr>
<td>Date</td>
<td>Initials:</td>
<td>Date:</td>
</tr>
<tr>
<td></td>
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</tbody>
</table>

City Manager's Approval

<table>
<thead>
<tr>
<th>Signature:</th>
<th>Date:</th>
</tr>
</thead>
</table>
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Rick Vasquez, Planning and Redevelopment Director
Date: June 3, 2020

RE: Consideration and ACTION on Resolution Number 2020-056

Background:

The Historic Preservation and Design Review Board (HPDRB) reviews projects that involve exterior changes to historic properties, infill projects, and projects that involve the public right-of-way and parks located in the Ol11 Historic Overlay District.

The HPDRB is composed of seven (7) board members from the following disciplines and backgrounds: Architect, Architectural Historian, Archeologist, Historian, Heritage Tourism Professional, Historic Property Owner, and Professional Engineer. While these disciplines and backgrounds are preferable, the City Commission may appoint individuals with related experience or qualifications that contribute to the purpose of the HPDRB and who are available, willing, and desire to serve on the board.

Place numbers one through seven shall identify board members and those having odd-numbered positions shall expire on May 1 of every other odd-numbered year; and the terms of the voting members having even numbered positions shall expire on May 1st of every other even numbered year. Board members serve two-year terms.

Staff Recommendation:
Staff recommends the adoption of Resolution Number 2020-056.
RESOLUTION NUMBER 2020-056

A RESOLUTION OF THE CITY OF BROWNSVILLE
APPOINTING MEMBERS TO THE HISTORIC PRESERVATION AND DESIGN REVIEW BOARD.

WHEREAS, Article IX. –Historic Preservation and Urban Design regulates the properties located within the O11 Historic Overlay District.

WHEREAS, Section 348-1493. –Historic preservation and design review board outlines the criteria and qualifications for members wishing to be appointed or reappointed to the Historic Preservation and Design Review Board.

WHEREAS, each of the following disciplines must be represented by one member: Architect, Architectural Historian, Archeologist, Historian, Heritage Tourism Professional, Historic Property Owner, Professional Engineer.

WHEREAS, voting members having odd-numbered positions shall expire on May 1 of every other odd-numbered year; and the terms of the voting members having even numbered positions shall expire on May 1st of every other even numbered year.

WHEREAS, the City of Brownsville is a Certified Local Government (CLG) by the Texas Historical Commission. Such designation requires that at least a 60% of the members serving on the Historic Preservation and Design Review Board shall be drawn from the preservation-related professions defined by the National Park Service. These professions include Architecture, History, Planning, Prehistoric and Historic Archaeology, Folklore, Cultural Anthropology, Curation, Conservation, and Landscape Architecture.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Historic Preservation and Design Review Board:

<table>
<thead>
<tr>
<th>NAME</th>
<th>EXPIRED/UN-EXPIRED</th>
<th>TERM ENDING</th>
</tr>
</thead>
</table>

PASSED and APPROVED on this __________ day of June 2020.

City of Brownsville

__________________________________________
Mayor

Juan “Trey” Mendez III

ATTEST:

__________________________________________
Griselda Rosas
Interim City Secretary

Approved as to legality and form this ________ day of ________ 2020

__________________________________________
Office of the City Attorney
Ordinance Number: 2015-1606  
Board Name: Historic Preservation & Design Review Board  
Meeting Date: 2nd Friday of every month at City Commission Chambers

**Composition:** 7 members  
**Term of Office:** 2-year terms, Place numbers one through seven shall identify board members and those having odd-numbered positions shall expire on May 1 of every other odd-numbered year; and the terms of the voting members having even numbered positions shall expire on May 1st of every other even numbered year.

<table>
<thead>
<tr>
<th>Present Board Members</th>
<th>Residing District</th>
<th>Term</th>
<th>Appointed</th>
<th>Expires</th>
<th>Eligible for Re-Appt (Y/N)</th>
<th>Willing to Serve (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
<th>Serving on Other City Boards/Areas of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calvin Walker (#1)</td>
<td>2</td>
<td>2nd</td>
<td>10/17/2017</td>
<td>05/01/2019</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td>Architect, Bachelor of Architecture</td>
</tr>
<tr>
<td>Lawrence Lof (#2)</td>
<td>N/A</td>
<td>2nd</td>
<td>10/17/2017</td>
<td>05/01/2020</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td>Architectural Historian, M.S. Biology &amp; History</td>
</tr>
<tr>
<td>Rolando Garza (#3)</td>
<td>3</td>
<td>2nd</td>
<td>10/17/2017</td>
<td>05/01/2019</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td>Archeologist, BA Anthropology &amp; MA Interdisciplinary Studies</td>
</tr>
<tr>
<td>Philip Samponaro (#4)</td>
<td>4</td>
<td>2nd</td>
<td>10/17/2017</td>
<td>05/01/2020</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td>Historian, B.A. History &amp; M.A. American History &amp; PhD U.S. History</td>
</tr>
<tr>
<td>Tara Putegnat (#5)</td>
<td>4</td>
<td>2nd</td>
<td>10/17/2017</td>
<td>05/01/2019</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td>Heritage Tourism Professional, B.A. History</td>
</tr>
<tr>
<td>Shannon Ostos (#6)</td>
<td>N/A</td>
<td>1st</td>
<td>12/04/2018</td>
<td>05/01/2020</td>
<td>Y</td>
<td>N</td>
<td></td>
<td>Historic Property Owner</td>
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<tr>
<td>Jose A. Rodriguez (#7)</td>
<td>3</td>
<td>2nd</td>
<td>10/17/2017</td>
<td>05/01/2019</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td>Attorney, Bachelor of Business Administration, Attorney at Law, J.D.</td>
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**APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS - CANNOT SERVE ON MORE THAN 1 BOARD**

<table>
<thead>
<tr>
<th>Applicants</th>
<th>Residing District</th>
<th>Serving on Other City Boards</th>
<th>Eligible for Appt (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
<th>Areas of Interest</th>
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<tbody>
<tr>
<td>Arnold Torres</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td>Historic and Planning, Masters in Theology</td>
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<tr>
<td>John Chosy</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td>Development and redevelopment, Attorney at Law, J.D.</td>
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<tr>
<td>Jorge L. Castillo</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td>Housing, parks beautification, and airport</td>
</tr>
<tr>
<td>Jose A. Trevino</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td>Beautification, Parks, Community improvement, Animal shelter, Historic Veteran</td>
</tr>
<tr>
<td>Larry Lof</td>
<td>4</td>
<td>Historic Preservation and Design Review Board</td>
<td>Y</td>
<td>Y</td>
<td>Historic Rehabilitation, M.S. Biology &amp; History</td>
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<tr>
<td>Name</td>
<td>Number</td>
<td>Position</td>
<td>Experience</td>
<td></td>
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<td>--------------------------------------------------------------------------</td>
<td></td>
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<tr>
<td>Larry M. Hollman</td>
<td>4</td>
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<td>Housing, Apartments, development, historical buildings and areas, wildlife</td>
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<td></td>
<td></td>
<td></td>
<td>Master's Degree, CPA</td>
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<tr>
<td>Luis A. Flores</td>
<td>3</td>
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<td>Housing, parks and recreation, historic, downtown, visitors, business</td>
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<tr>
<td>Luis M. Murillo</td>
<td>N/A</td>
<td></td>
<td>Housing, community improvement, historic design, beautification</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>BA in Architecture</td>
<td></td>
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<tr>
<td>Philip Samponaro</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Historian</td>
<td></td>
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<td></td>
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<td></td>
<td>B.A. History &amp; M.A. American History &amp; PhD U.S. History</td>
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**AGENDA ITEM**

**COMMISSION MEETING DATE** 06/16/20

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<th>Executive Session (City Attorney Only)</th>
<th>Select</th>
<th>Agenda</th>
<th>Ordinance</th>
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<td>Time Needed:</td>
<td>Public Hearing</td>
<td>First Reading</td>
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<td>Action Item:</td>
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<td>Contract</td>
<td>Second Reading</td>
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<tr>
<td></td>
<td>✔ Action</td>
<td>Consent</td>
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**Information**: Please include additional information/request.

Consideration and Action on Resolution Number 2020-053, to appoint or reappoint members to the Building and Standards Commission.

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**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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<th>By:</th>
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**City Commission** | **Assistant City Manager** | **Deputy City Manager**

<table>
<thead>
<tr>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Approved:</th>
<th>Yes</th>
<th>No</th>
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</thead>
<tbody>
<tr>
<td>Initials:</td>
<td></td>
<td>Date:</td>
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</tbody>
</table>

**City Manager’s Approval**

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

Through: Noel Bernal, City Manager

From: Rick Vasquez, Planning & Redevelopment Department Director

Date: June 16, 2020

Consideration and ACTION on Resolution 2020-053, to appoint or reappoint members to the Building and Standards Commission.

Summary:
The Building and Standards Commission is made up of 5 regular members and 2 alternate members. Currently, there are 3 regular member positions available.

History:
The Building and Standards Commission is a quasi-judicial board that hears cases concerning alleged violations of the International Property Maintenance Code and COB adopted codes and Ordinances regarding Chapter 18 – Building and Building Regulations.

The B&S Commission may order to vacate, relocate occupants, repair, demolish, or secure the premises in question; and may assess civil penalties.
RESOLUTION NUMBER 2020-053

A RESOLUTION OF THE CITY OF BROWNSVILLE
APPOINTING MEMBERS TO THE BROWNSVILLE
BUILDING AND STANDARDS COMMISSION.

WHEREAS, the Brownsville City Charter established Chapter 18.- Building and Building Regulations, Article V.- Unsafe, Dilapidated Buildings and Structures, Division 2.- Building and Standards Commission in 1990; and

WHEREAS, The Building and Standards Commission is a quasi-judicial board that hears cases concerning alleged violations of the International Property Maintenance Code and COB adopted codes and Ordinances regarding Chapter 18 – Building and Building Regulations; and

WHEREAS, each Board member shall be appointed by the City Commission, and shall serve a two (2) year term and shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Building and Standards Commission.

<table>
<thead>
<tr>
<th>NAME</th>
<th>EXPIRED/UN-EXPIRED</th>
<th>TERM ENDING</th>
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</table>

PASSED and APPROVED on this ___________ day of June 2020.

City of Brownsville

Trey Mendez
Mayor

ATTEST:

Griselda Rosas
Interim City Secretary
## Present Board Members

<table>
<thead>
<tr>
<th>Present Board Members</th>
<th>Residing District</th>
<th>Term</th>
<th>Appointed</th>
<th>Expires</th>
<th>Eligible for Re-Appt (Y/N)</th>
<th>Willing to Serve (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
<th>Serving on Other City Boards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roy De Los Santos</td>
<td>3</td>
<td>2nd 2 year term</td>
<td>5/15/2018</td>
<td>5/15/2020</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Julian Lopez</td>
<td>3</td>
<td>2nd 2 year term</td>
<td>5/15/2018</td>
<td>5/15/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fabriel Cisneros</td>
<td>2</td>
<td>2nd 2 year term</td>
<td>5/15/2018</td>
<td>5/15/2020</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Jaime Ibarra</td>
<td>4</td>
<td>2nd 2 year term</td>
<td>1/22/2019</td>
<td>1/22/2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Olga E. Gonzalez</td>
<td>2</td>
<td>1st 2 year term</td>
<td>3/19/2019</td>
<td>3/19/2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>David Diaz</td>
<td>4</td>
<td>1st 2 year term</td>
<td>3/19/2019</td>
<td>3/19/2021</td>
<td></td>
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</table>

### APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS - CANNOT SERVE ON MORE THAN 1 BOARD

<table>
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<tr>
<th>Applicants</th>
<th>Residing District</th>
<th>Serving on Other City Boards</th>
<th>Eligible for Re-Appt (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
<th>Areas of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fabriel Cisneros</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td>Housing, Construction, Buildings. Enhancing the visibility of the city. Bring awareness of the great possibilities and opportunities that exist in Brownsville.</td>
</tr>
<tr>
<td>Jorge Castillo</td>
<td>4</td>
<td></td>
<td></td>
<td></td>
<td>Housing, parks beautification, and airport.</td>
</tr>
<tr>
<td>Jim Griffin</td>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
To: Mayor and City Commission
Through: Noel Bernal, City Manager

From:
Date: Tuesday, June 16, 2020
Agenda #: Consideration and ACTION on Resolution Number 2020-058 to appoint or reappoint member(s) to the Brownsville Convention and Visitors Bureau (CVB) Advisory Board. (Communications and Marketing Department)

Summary:
Consideration and ACTION on Resolution Number 2020-058 to appoint or reappoint members to the Brownsville Convention and Visitors Bureau (CVB) Advisory Board. (Communications and Marketing Department)

Project Scope and Analysis:
WHEREAS, the Brownsville Convention and Visitors Bureau (CVB) Advisory Board’s purpose is to oversee the non-profit 501c (6) Corporation with the State of Texas, and has its own organizational by-laws; and

WHEREAS, the Brownsville CVB serves as the official destination marketing organization for the City of Brownsville; and

WHEREAS, the Brownsville CVB strives to be an economic engine for the City of Brownsville, increase demand in the Brownsville Metropolitan Statistical Area (MSA) for hotel rooms, attractions, retail and restaurants, and support local agencies and organizations through local, regional, national and international promotion; and

WHEREAS, the total number of advisory board members shall be nine (9) as designated by the affirmative vote of the majority members then in office and up to five (5) non-voting ex officio members; and

WHEREAS, the City Commission shall appoint three (3) of the nine (9) voting members. The term of the voting members shall commence July 14, 2020, for a term of two (2) years as approved in City of Brownsville Policy on Board and Commissioner Member Appointment and Eligibility approved on October 02, 2018.

Funding:
Source: 
Amount: $
Local Contribution if Applicable:

Recommendation:

Commission Pillar:
Governance

Attachments:
1. Memo June 2020 AB
2. RESOLUTION NUMBER 2020 058
3. CVB Board Appointment June 2020
Consideration and Action on Resolution Number 2020-?, to appoint or reappoint members to the Brownsville Convention and Visitors Bureau Advisory Board.
RESOLUTION NUMBER 2020 – 058

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING MEMBERS TO THE BROWNSVILLE CONVENTION AND VISITORS BUREAU ADVISORY BOARD.

WHEREAS, the Brownsville Convention and Visitors Bureau (CVB) Advisory Board’s purpose is to oversee the non-profit 501c (6) Corporation with the State of Texas, and has its own organizational by-laws; and

WHEREAS, the Brownsville CVB serves as the official destination marketing organization for the City of Brownsville; and

WHEREAS, the Brownsville CVB strives to be an economic engine for the City of Brownsville, increase demand in the Brownsville Metropolitan Statistical Area (MSA) for hotel rooms, attractions, retail and restaurants, and support local agencies and organizations through local, regional, national and international promotion; and

WHEREAS, the total number of advisory board members shall be nine (9) as designated by the affirmative vote of the majority members then in office and up to five (5) non-voting ex officio members; and

WHEREAS, the City Commission shall appoint three (3) of the nine (9) voting members. The term of the voting members shall commence July 14, 2020, for a term of two (2) years as approved in City of Brownsville Policy on Board and Commissioner Member Appointment and Eligibility approved on October 02, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve on the Brownsville Convention and Visitors Bureau Advisory Board.

<table>
<thead>
<tr>
<th>Name</th>
<th>Expired/Unexpired</th>
<th>Term Ending</th>
</tr>
</thead>
<tbody>
<tr>
<td>Griselda Rosas</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Interim City Secretary</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PASSED and APPROVED on this _____________ day of June 2020.

City of Brownsville

________________________________________
Juan “Tre” Mendez III
Mayor

ATTEST:

________________________________________
Griselda Rosas
Interim City Secretary

Approved as to legality and form this _____________ day of ___________ 2020

________________________________________
Office of the City Attorney
<table>
<thead>
<tr>
<th>Present Board Members</th>
<th>Residing District</th>
<th>Term</th>
<th>Appointed</th>
<th>Expires</th>
<th>Eligible for Re-Appt (Y/N)</th>
<th>Willing to Serve (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
<th>Serving on Other City Boards</th>
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<tbody>
<tr>
<td>Salvador Garza</td>
<td></td>
<td>3 yrs</td>
<td>07/05/2016</td>
<td>10/15/2019</td>
<td>Y</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>VACANT</td>
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**APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS - CANNOT SERVE ON MORE THAN 1 BOARD**

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<tr>
<th>Applicants</th>
<th>Residing District</th>
<th>Serving on Other City Boards</th>
<th>Eligible for Re-Appt (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
<th>Areas of Interest</th>
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<tr>
<td>Arturo Reyes</td>
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<td>Convention &amp; Visitors Bureau (BCVB)</td>
<td></td>
<td></td>
<td>Visitors Bureau</td>
</tr>
<tr>
<td>Daniela Loera</td>
<td>2</td>
<td>Convention &amp; Visitors Bureau (BCVB), Community Improvement Corporation, Main Street Advisory Board</td>
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<td>Economic development, marketing, tourism</td>
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<tr>
<td>Luis Flores</td>
<td>2</td>
<td>Beautification Committee (BBC), Bicycle &amp; Pedestrian Advisory Committee, Convention &amp; Visitors Bureau (BCVB), Community Improvement Corporation, Greater Brownsville Incentives Corporation (GBIC), Historic Preservation and Design Review Board, Main Street Advisory Board, Parks &amp; Recreation Advisory Committee</td>
<td></td>
<td></td>
<td>Housing, parks and recreation, historic, downtown, visitors, business</td>
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<tr>
<td>Isauro Candanoza</td>
<td>2</td>
<td>Beautification Committee (BBC), Bicycle &amp; Pedestrian Advisory Committee, Convention &amp; Visitors Bureau (BCVB), Film Commission</td>
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<td>Film Commission Convention &amp; Visitors Bureau (BCVB) Bicycle &amp; Pedestrian Advisory Committee</td>
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<tr>
<td>Rose Timmer</td>
<td>2</td>
<td>Animal Shelter Advisory Committee (Pending Reactivation), Bicycle &amp; Pedestrian Advisory Committee, Convention &amp; Visitors Bureau (BCVB)</td>
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<td>Environmental, Recycling, Trash, Landfill</td>
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<td>George Olivo</td>
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<tr>
<td>Name</td>
<td>Position</td>
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<tr>
<td>Ramon Jimenez</td>
<td>1</td>
<td>Beautification Committee (BBC), Convention &amp; Visitors Bureau (BCVB), Film Commission, Greater Brownsville Incentives Corporation (GBIC), Public Utilities Board (BPUB)</td>
<td>Housing, parks beautification, and airport.</td>
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<tr>
<td>Jorge Castillo</td>
<td>4</td>
<td>Airport Advisory Board, Animal Shelter Advisory Committee (Pending Reactivation), Beautification Committee (BBC), Bicycle &amp; Pedestrian Advisory Committee, Board of Adjustment, Building &amp; Standards Commission, Capital Improvements Advisory Committee (CIAC), Charter Review Committee, Convention &amp; Visitors Bureau (BCVB), Community Improvement Corporation, Film Commission, Greater Brownsville Incentives Corporation (GBIC), Historic Preservation and Design Review Board, Main Street Advisory Board, Parks &amp; Recreation Advisory Committee, Paseo de la Resaca Landscaping &amp; Lighting, Public Library System Advisory Board, Public Utilities Board (BPUB), Reinvestment Zone 1, Transit Advisory Committee, Task Force</td>
<td>Housing, parks beautification, and airport.</td>
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<tr>
<td>Edgar Navarro</td>
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<td>Convention &amp; Visitors Bureau (BCVB)</td>
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<td>Olga Figueroa</td>
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<td>Convention &amp; Visitors Bureau (BCVB)</td>
<td>Tourism</td>
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<td>Danny Loff</td>
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<td>Convention &amp; Visitors Bureau (BCVB)</td>
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<tr>
<td>Gabriela Flores-Fernandez</td>
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<td>Beautification Committee (BBC), Convention &amp; Visitors Bureau (BCVB), Greater Brownsville Incentives Corporation (GBIC)</td>
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</table>
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Griselda Rosas, Interim City Secretary
Date: Tuesday, June 16, 2020
Agenda #: Consideration and ACTION on Resolution Number 2020-059, to appoint or reappoint member(s) to the Brownsville Public Utilities Board (BPUB). (City Secretary's Office)

Summary:
The Brownsville Public Utilities (BPUB) Board of Directors was established to manage and operate the electric, water and waste water utility systems of the City of Brownsville by Article VI of the Home Rule Charter of the City.

The City Commission shall appoint each Board Member for a four-year(4) term and no director shall serve more than two (2) terms of four (4) years. The term of all directors of the Board shall commence and expire as provided by Article VI of the Home Rule Charter and the Member appointed shall serve without compensation.

Board Member Armando Magallanes' term expires July 2020. Mr. Magallanes has served one 4-year term.

Project Scope and Analysis:
N/A

Funding:
Source:
Amount: $
Local Contribution if Applicable:

Recommendation:
N/A

Commission Pillar:
N/A

Attachments:
1. Agenda Request-Res2020-059
2. Board Template-BPUB
3. Resolution 2020-059 (stamped and signed)
TO: Noel Bernal, City Manager
FROM: John S. Bruciak, P.E., General Manager & CEO
SUBJECT: Resolution Number 2020-059
DATE: 6/5/2020
THROUGH: Griselda Rosas, Interim City Secretary

AGENDA ITEM COMMISSION MEETING DATE 06/16/20

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<th>Ordinance</th>
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<td>Second Reading</td>
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Information: Please include additional information/request.

Consideration and ACTION on Resolution Number 2020-059, to appoint or reappoint member(s) to the Brownsville Public Utilities Board.

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

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<th>By:</th>
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<td>Initials:</td>
<td>Date:</td>
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City Manager’s Approval

Signature:                   | Date: |
|-----------------------------|-------|
**Present Board Members**

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<thead>
<tr>
<th>Name</th>
<th>Residing District</th>
<th>Term</th>
<th>Appointed</th>
<th>Expires</th>
<th>Eligible for Re-Appt (Y/N)</th>
<th>Willing to Serve (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
<th>Serving on Other City Boards</th>
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<tr>
<td>Jude Benavides</td>
<td>4</td>
<td>First</td>
<td>July 2019</td>
<td>July 2023</td>
<td>Yes</td>
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<tr>
<td>Timothy Lopes</td>
<td>1</td>
<td>First</td>
<td>July 2019</td>
<td>July 2021</td>
<td>Yes</td>
<td></td>
<td></td>
<td>Filled unexpired term.</td>
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<tr>
<td>Sandra Lopez-Langley</td>
<td>4</td>
<td>First</td>
<td>July 2019</td>
<td>July 2023</td>
<td>Yes</td>
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<tr>
<td>Armando Magallanes</td>
<td>4</td>
<td>First</td>
<td>July 2016</td>
<td>July 2020</td>
<td>Yes</td>
<td></td>
<td></td>
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<tr>
<td>Anna Oquin</td>
<td>3</td>
<td>First</td>
<td>June 2018</td>
<td>July 2022</td>
<td>Yes</td>
<td></td>
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<td>Filled unexpired term.</td>
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<tr>
<td>Sandra Saenz</td>
<td>3</td>
<td>First</td>
<td>July 2019</td>
<td>July 2021</td>
<td>Yes</td>
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**APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS - CANNOT SERVE ON MORE THAN 1 BOARD**

<table>
<thead>
<tr>
<th>Applicants</th>
<th>Residing District</th>
<th>Serving on Other City Boards</th>
<th>Eligible for Re-Appt (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
<th>Areas of Interest</th>
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<tr>
<td>Baldemar Fuentes</td>
<td>1</td>
<td>Application from July 2019</td>
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<tr>
<td>Ramon Jimenez</td>
<td>2</td>
<td>Application from June 2020</td>
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<td>Tim Ramirez</td>
<td>3</td>
<td>Application from June 2020</td>
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<tr>
<td>Erasmo Castro</td>
<td>3</td>
<td>Application from December 2019</td>
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<tr>
<td>Carlos A. Guerrero</td>
<td>3</td>
<td>Application from June 2019</td>
<td></td>
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<tr>
<td>George E. Olivo</td>
<td>3</td>
<td>Application from November 2019</td>
<td></td>
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<tr>
<td>Marcos Vega</td>
<td>3</td>
<td>Application from December 2019</td>
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<tr>
<td>Augustine J. Anduiza</td>
<td>3</td>
<td>Application from November 2019</td>
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<td>Jim Griffin</td>
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<td>Application from November 2019</td>
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<td>Alma E Coronado</td>
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<td>Application from December 2019</td>
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<tr>
<td>Name</td>
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<tr>
<td>Claudia Lozano</td>
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<td>Application from November 2019</td>
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<tr>
<td>Jorge L. Castillo</td>
<td>4</td>
<td>Application from June 2020</td>
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</table>
RESOLUTION NUMBER 2020-059

A RESOLUTION OF THE CITY OF BROWNSVILLE APPOINTING OR REAPPOINTING MEMBER(S) TO THE PUBLIC UTILITIES BOARD OF THE CITY OF BROWNSVILLE, TEXAS, ("BPUB").

WHEREAS, the BPUB Board of Directors was established to manage and operate the electric, water and waste water utility systems of the City of Brownsville by Article VI of the Home Rule Charter of the City; and

WHEREAS, the City Commission shall appoint each Board Member for a four-year (4) term and no director shall serve more than two (2) terms of four (4) years. The term of all directors of the Board shall commence and expire as provided by Article VI of the Home Rule Charter and the Member appointed shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve an expired or un-expired term on the Public Utilities Board.

<table>
<thead>
<tr>
<th>NAME</th>
<th>EXPIRED/UNEXPIRED</th>
<th>TERM ENDING</th>
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PASSED and APPROVED on this_______day of June 2020.

City of Brownsville

Trey Mendez
Mayor

ATTEST:

Griselda Rosas
Interim City Secretary

"Approved as to Form and Legality
This 12th day of June, 2020
Title, Office of the Brownsville City Attorney"
To: Mayor and City Commission
Through: Noel Bernal, City Manager
From: Griselda Rosas, Interim City Secretary
Date: Tuesday, June 16, 2020
Agenda #: Consideration and ACTION on Resolution Number 2020-060 to appoint a member(s) to the Charter Review Committee. (City Secretary's Office)

Summary:
The City’s Home Rule Charter was adopted at an election held on December 13, 1915, and which the enumeration of powers made in the Charter shall never be construed to preclude, by implication or otherwise, the city from exercising the powers incident to the enjoyment of local self-government, nor to do any and all things not inhibited by the Constitution and Laws of the State of Texas.

The Charter Review Committee members are appointed by action of the Brownsville City Commission at duly called City Commission meetings, in order to review the existing City Charter and provide for amendments.

The purpose of the committee shall be to review the City Charter regarding possible revisions to said charter, determine which Articles and Sections of the Charter need amendment, deletion, or addition, develop a list of possible amendments to the Charter for review by the City Commission and present Committee recommendations to the City Commission for the purpose of calling a Charter Amendment Election.

The following members have been appointed to the Charter Review Committee:
- Carlos Cascos – appointed by Mayor Mendez III
- Patricio Sampayo – appointed by Commissioner Cowen, Jr.
- Daisy Zamora – appointed by Commissioner Gowen
- Derek Reyna – appointed by Commissioner Galonsky Pizana
- Esteban Cuevas – appointed by Commissioner Tetreau
- Raul Gonzalez – appointed by Commissioner Munguia
- Michael Gonzalez – appointed by Commissioner Nece

Mr. Esteban Cuevas informed Commissioner Jessica Tetreau that he has declined his appointment to the Charter Review Committee.

Project Scope and Analysis:
N/A

Funding:
Source:
Amount: $
Local Contribution if Applicable:

Recommendation:
Staff recommends that appointee represents District 2, all other Districts are currently represented.

Commission Pillar:
N/A

Attachments:
1. ACTION-Res2020-060
2. Board Template-Charter
3. Resolution 2020-060 (stamped and signed)
AGENDA ITEM
COMMISSION MEETING DATE 06/16/20

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<td>Public Hearing</td>
<td>□ First Reading</td>
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Information: Please include additional information/request.

Consideration and ACTION on Resolution Number 2020-060 to appoint a member(s) to the Charter Review Committee.

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

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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

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<th>Signature:</th>
<th>Date:</th>
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### Present Board Members

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<tr>
<th>Name</th>
<th>Residing District</th>
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<th>Eligible for Re-Appt (Y/N)</th>
<th>Willing to Serve (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
<th>Appointed by</th>
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<tr>
<td>Carlos Cascos</td>
<td></td>
<td>12/03/2019</td>
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<td></td>
<td>Mayor Mendez</td>
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<tr>
<td>Patricio Sampayo</td>
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<td>12/03/2019</td>
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<td>Commissioner Cowen, Jr.</td>
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<td>Daisy Zamora</td>
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<td>12/10/2019</td>
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<td>Commissioner Gowen</td>
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<td>Derek Reyna</td>
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<td>12/03/2019</td>
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<td>Commissioner Galonsky Pizana</td>
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<td><strong>Esteban Cuevas</strong></td>
<td></td>
<td>12/03/2019</td>
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<td>Commissioner Tetreau</td>
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<td>Raul Gonzalez</td>
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<td>12/10/2019</td>
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<td>Commissioner Munguia</td>
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<td>Michael Gonzalez</td>
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<td>12/10/2019</td>
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<td>Commissioner Neece</td>
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### Applications on File - Prospective Board Members - Cannot Serve on More Than 1 Boards

<table>
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<tr>
<th>Applicants</th>
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<th>Willing to Serve (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
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<td>Beautification Committee (BBC), Capital Improvements Advisory Committee (CIAC),</td>
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<td></td>
<td>Charter Review Committee, Citizens Advisory Committee (BCAC), Community Improvement</td>
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<td>Commission, Greater Brownsville Incentives Corporation (GBIC), Parks &amp; Recreation</td>
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<td>Advisory Committee</td>
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<td>Miguel Gaytan</td>
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<td>San Juana Granado</td>
<td>4</td>
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<td></td>
<td>Charter Review Committee, Greater Brownsville Incentives Corporation (GBIC)</td>
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<td>Elizabeth Dierlam</td>
<td>4</td>
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<td></td>
<td>Charter Review Committee, Citizens Advisory Committee (BCAC), Main Street Advisory</td>
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<td>Jorg L. Castillo</td>
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<td></td>
<td>Airport Advisory Board, Animal Shelter Advisory Committee, Beautification Committee</td>
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<td>(BBC), Bicycle &amp; Pedestrian Advisory Committee, Board of Adjustment, Building &amp;</td>
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<td>Standards Commission, Capital Improvements Advisory Committee (CIAC), Charter Review</td>
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<td>Convention &amp; Visitors Bureau, Community Improvement Corporation, Film Commission,</td>
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<td>GBIC, Historic Preservation &amp; Design Review Board, Main Street Advisory Board, Parks</td>
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<td>&amp; Recreation Advisory, Public Library System Advisory Board, Public Utilities Board</td>
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<td>(BPUB), Reinvestment Zone 1, Transit Advisory Committee, Environmental Task Force</td>
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</table>
RESOLUTION NUMBER 2020-060

A RESOLUTION OF THE CITY OF BROWNSVILLE
APPOINTING MEMBER(S) TO THE CHARTER REVIEW
COMMITTEE.

WHEREAS, The City’s Home Rule Charter was adopted at an election held on December 13, 1915, and which the enumeration of powers made in the Charter shall never be construed to preclude, by implication or otherwise, the city from exercising the powers incident to the enjoyment of local self-government, nor to do any and all things not inhibited by the Constitution and Laws of the State of Texas; and

WHEREAS, the Charter Review Committee members are appointed by action of the Brownsville City Commission at duly called City Commission meetings, in order to review the existing City Charter and provide for amendments; and

WHEREAS, the purpose of the committee shall be to review the City Charter regarding possible revisions to said charter, determine which Articles and Sections of the Charter need amendment, deletion, or addition, develop a list of possible amendments to the Charter for review by the City Commission and present Committee recommendations to the City Commission for the purpose of calling a Charter Amendment Election; and

WHEREAS, the City Commission shall appoint seven (7) members and the term of office for each member of the Committee shall be until recommendations have been presented to the City Commission for their review and approval. Each member shall serve without compensation.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, the following individuals are appointed or re-appointed to serve expired or un-expired terms to the Charter Review Committee.

<table>
<thead>
<tr>
<th>NAME</th>
<th>EXPIRED/UNEXPIRED</th>
<th>TERM ENDING</th>
</tr>
</thead>
</table>

PASSED and APPROVED on this __________ day of June 2020.

City of Brownsville

__________________________
Trey Mendez
Mayor

ATTEST:

__________________________
Griselda Rosas
Interim City Secretary

*Approved as to Form and Legality
This 12th day of June 2020
Title
Office of the Brownsville City Attorney
To: Mayor and City Commission
Through: Noel Bernal, City Manager

Date: Tuesday, June 16, 2020
Agenda #: Attorney consultation pursuant to Section 551.071, Texas Gov't Code to receive legal advice regarding the City Commission's duties, privileges, rights, and responsibilities pertaining to the issuance award of a specific franchise license for residential waste management pursuant to the City's General Franchise Ordinance and applicable state law requirements and to address related legal issues.

Summary:

Project Scope and Analysis:

Funding:

Source:
Amount: $
Local Contribution if Applicable:

Recommendation:

Commission Pillar:

Attachments:
None