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

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City Commission of the City of Brownsville, Texas, in accordance with Article V, Section 12, of the Charter of said City, will convene an Executive Session and a Regular Meeting, on Tuesday, March 20, 2018, at 5:40 P.M., and at 6:00 P.M. in the Commission Chambers, on the Second Floor of the Brownsville City Hall – Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, 78520.

EXECUTIVE SESSION: 5:40 P.M.

A) Attorney consultation pursuant to Section 551.071(1)(A), Texas Government Code, to provide legal advice and counsel in connection with pending litigation styled and numbered, Eco-Site LLC et al v. City of Brownsville et al Case No. 1:17-cv-00209 (S.D. Tex.-Brownsville Div.), and related legal matters. (Legal Department – 10 mins)

B) Attorney consultation pursuant to Section 551.071(2), Texas Government Code, to provide legal advice and counsel on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. (Legal Department – 10 mins)

REGULAR MEETING: 6:00 P.M.

PLEDGE OF ALLEGIANCE:          UNITED STATES PLEDGE * TEXAS PLEDGE

INVOCATION:

ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION:

A) ACTION to proceed as advised by attorney in Executive Session. (Legal Department)

B) No ACTION required. (Legal Department)

1. MAYOR’S ACTIVITY UPDATE:

2. COMMISSIONERS’ ACTIVITY UPDATE:

3. PRESENTATIONS: Jefferson Davis Committee
   (Commissioners Neece/De Leon)
4. **CONSENT AGENDA ITEMS:**

All consent Agenda Items listed 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.

**ITEMS No. “a” through “r”**

a) Approval of the Minutes of the Regular Meeting of February 06, 2018.
b) Approval of the Minutes of the Regular Meeting of February 20, 2018.
c) Approval of the Minutes of the Regular Meeting of March 06, 2018.
d) To acknowledge the following individuals to incur travel expense:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Department</th>
<th>Destination</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeff Stewart</td>
<td>BMetro</td>
<td>Seattle, WA</td>
<td>Apr. 08-13, 2018</td>
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<tr>
<td>Jorge Santillan</td>
<td>Finance</td>
<td>Austin, TX</td>
<td>Apr. 15-17, 2018</td>
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<td>Maria C. Dominguez</td>
<td>Health</td>
<td>Giddings, TX</td>
<td>Apr. 04-06, 2018</td>
</tr>
<tr>
<td>Candace Smith</td>
<td>Health</td>
<td>Giddings, TX</td>
<td>Apr. 04-06, 2018</td>
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<tr>
<td>Alfonso Vallejo</td>
<td>MPO</td>
<td>Austin, TX</td>
<td>Apr. 17-18, 2018</td>
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<td>Paul Cantu III</td>
<td>Police</td>
<td>Austin, TX</td>
<td>Mar. 21-23, 2018</td>
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<td>Albesa Calles</td>
<td>Police</td>
<td>Austin, TX</td>
<td>Mar. 21-23, 2018</td>
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<td>Leslie Gonzalez</td>
<td>Police</td>
<td>Austin, TX</td>
<td>Mar. 21-23, 2018</td>
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<td>Joe Villarreal</td>
<td>Police</td>
<td>Houston, TX</td>
<td>Apr. 16-23, 2018</td>
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<td>Marco A. Huerta</td>
<td>Police</td>
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<td>Kathleen Carrizalez</td>
<td>Police</td>
<td>Galveston, TX</td>
<td>Apr. 07-11, 2018</td>
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<td>Rosalva Longoria</td>
<td>Police</td>
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<td>Apr. 07-11, 2018</td>
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<td>Daniel H. Cervantes</td>
<td>Public Works</td>
<td>Denton, TX</td>
<td>Apr. 08-12, 2018</td>
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<tr>
<td>Georgina Mota</td>
<td>Public Works</td>
<td>San Antonio, TX</td>
<td>Apr. 17-20, 2018</td>
</tr>
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e) **APPROVAL** on **SECOND and FINAL READING** on **Ordinance Number 2018-1640**, to authorize the City Manager to abandon and close a 16’ alley adjacent to Lots 1, 2, and 3, Block 1 Los Ebanos Addition. (Engineering Department)

f) **APPROVAL** on **SECOND and FINAL READING** on **Ordinance Number 2018-1641**, to authorize the City Manager to abandon and close a portion of Jo Anne Lane Right-Of-Way adjacent to Lot 23, La Lomita Subdivision. (Engineering Department)

g) **APPROVAL** on **SECOND and FINAL READING** on **Ordinance Number 2018-1603-A**, to amend Chapter 2, Article IV, Division 4, Section 2-367 regarding the Bicycle and Pedestrian Advisory Committee members’ terms. (Parks and Recreation Department)

h) **APPROVAL** on **SECOND and FINAL READING** on **Ordinance Number 235-2017-081-S**, to allow a wireless communication facility, a General Retail (4C) use, in General Retail “H” (4CH) for Lots 4, 5, and 6 of Block 46-A, Stillman Extension Brownsville, located near the corner of West Elizabeth Street and West 3rd Street. (District 4) (Planning & Development Services Department)

i) **APPROVAL** on **SECOND and FINAL READING** on **Ordinance Number 235-2018-001**, to rezone from Light Retail “G” (2CG) to General Retail “G” (4CG) for the East 90.5 feet of Lot 3, Block 21, Adrean Acres Subdivision, located at 4416 Boca Chica Boulevard. (District 1) (Planning & Development Services Department)
j) APPROVAL on SECOND on FINAL READING on Ordinance Number 235-2018-004-CO, to rezone from General Retail “G” (4CG) to Medium Commercial “G” (6CG-CO) for Lots 4, 5, 6, 7, and 8, 777 Commercial Subdivision, located at 7077 North Expressway 77, Olmito, Texas, 78575. (District 3) (Planning & Development Services Department)

k) APPROVAL on SECOND on FINAL READING on Ordinance Number 235-2018-005, to rezone from Dwelling “A” (DA) to Apartment “H” (AH) for 24.393 acres consisting of 2 Tracts: Tract 1 being 4.223 acres out of Tract 20, Share 19, Espiritu Santo Grant, Cameron County, Texas; Tract 2 being 20.170 acres out of Tracts 17 & 20, Share 19, Espiritu Santo Grant, located at 341 Oak Street. (District 1) (Planning & Development Services Department)

l) APPROVAL on SECOND on FINAL READING on Ordinance Number 235-2018-006-S, to allow a Type A Home Assisted Living Facility, a General retail (4C) use, in Dwelling “G” (DG) for Lot 1, Block 1, Mario Moreno Subdivision, a subdivision to the City of Brownsville, located at 3275 Old Port Isabel Road. (District 2) (Planning & Development Services Department)

m) Consideration and ACTION on Memorandum of Understanding between the City of Brownsville (COB) and United States Fish and Wildlife Service (USFWS) establishing a partnership through the Urban Refuge Program to further the promotion of outdoor recreation, environmental stewardship, and active lifestyles. (City Manager’s Office)

n) Consideration and ACTION on Resolution Number 2018-030, to accept a joint resolution with Cameron County regarding the West Rail Corridor. (City Manager’s Office)

o) Consideration and ACTION to approve Resolution Number 2018-027 supporting a change to the Authorized Official for the Rifle-Resistant Body Armor Grant #3444301, through the Office of the Governor, Criminal Justice Division. (Police Department)

p) Consideration and ACTION to approve Resolution Number 2018-028 supporting an application for the Local Border Security Grant Program FY 2019, through the Office of the Governor, Homeland Security Grants Division. (Police Department)

q) Consideration and ACTION to award a contract for the purchase of police pistols for the Brownsville Police Department. (Police Department)

r) Consideration and ACTION to authorize the Brownsville Police Department to upgrade the Automated Fingerprint Identification System (AFIS). (Police Department)

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PUBLIC HEARINGS:

5. Public Hearing and ACTION on FIRST READING on Ordinance Number 2018-1367-C, amending Chapter 22 Business, Article IV Food and Food Service Establishments; Division 2 “Food Service Establishments; by amending Section 22-153 “Food Permit Fees: and dealing with related matters. (Public Health Department)
6. Public Hearing and ACTION on FIRST READING on Ordinance Number 2018-911-H, amending Chapter 46, Article I “Litter”; by amending Section 46-47 and adding Section 46-51 “Signage and Education Requirements”; and dealing with related matters. (Public Health Department)

7. Public Hearing and ACTION on FIRST READING on Ordinance Number 2018-1643, an ordinance of the City Commission of the City of Brownsville, Texas (“City”) approving a negotiated resolution between City and Texas Gas Service (“TGS” or “The Company”) regarding the Company’s Cost of Service Adjustment (“COSA”) tariff filing and dealing with related matters. (Legal Department)

8. PUBLIC COMMENT PERIOD: PLEASE NOTE:

THE PUBLIC COMMENT PERIOD IS DESIGNATED FOR HEARING CONCERNS REGARDING CITY OF BROWNSVILLE PUBLIC POLICY OR CITY OF BROWNSVILLE BUSINESS THAT IS NOT ON THE AGENDA.

DO NOT REQUEST A PUBLIC COMMENT FORM IF YOU WISH TO COMMENT ON AN ITEM THAT IS ALREADY ON THE AGENDA “PUBLIC HEARING” ITEMS ARE OPEN FOR COMMENT (ON THAT PARTICULAR ITEM) UPON NOTICE FROM THE PRESIDING OFFICER

● THE “PUBLIC COMMENT FORM” IS DESIGNATED FOR SPEAKERS TO BE RECOGNIZED AND ADDRESS THE COMMISSION ON A SUBJECT THAT IS NOT A PUBLIC HEARING.

● ADDRESS THE COMMISSION AS A WHOLE – DO NOT DIRECT YOUR COMMENTS TO ANY INDIVIDUAL MEMBER OF THE COMMISSION.

● THE PUBLIC COMMENT PERIOD IS A TOTAL OF 15 MINUTES.

● THERE IS A THREE (3)-MINUTE TIME LIMIT PER SPEAKER. (TIMED)

● NO FORMAL ACTION CAN BE TAKEN.

● FOR THE RECORD, THE SPEAKER MUST IDENTIFY BY NAME BEFORE SPEAKING.

● Public Comment Forms are not reserved for anyone.

● “PUBLIC COMMENT FORMS” Must be filled out and presented to THE CITY SECRETARY BEFORE A SCHEDULED CITY COMMISSION MEETING TO BE RECOGNIZED.

● “PUBLIC COMMENT FORMS” ARE ONLY ACCEPTED UP TO AN HOUR BEFORE A SCHEDULED CITY COMMISSION MEETING.

● POWERPOINT PRESENTATIONS ARE NOT CONDUCTED DURING THE PUBLIC COMMENT PERIOD. [For further information, contact The Office of the City Secretary at 548-6001]

PRESENTATIONS:

PERSONS/GROUPS SCHEDULED TO CONDUCT A PRESENTATION OR DISTRIBUTING HANDOUTS ASSOCIATED WITH A PRESENTATION TO THE COMMISSION MUST PROVIDE A COPY OF SAME TO THE CITY SECRETARY FOR THE RECORD.

ITEMS FOR INDIVIDUAL CONSIDERATION:

9. Consideration and ACTION to adopt the Bicycle and Pedestrian Advisory Committee Bylaws. (Parks and Recreation Department)

10. Consideration and ACTION to appoint or re-appoint members to the Bicycle and Pedestrian Advisory Committee (BPAC). (Parks and Recreation Department)

11. Consideration and ACTION to appoint one (1) member to the Parks and Recreation Advisory Board Committee. (Parks and Recreation Department)

12. Consideration and ACTION to appoint and/or re-appoint members to the Brownsville Public Library System Advisory Board. (Library Department)

13. Consideration and ACTION regarding appointments to the City Board of Adjustment. (Planning & Development Services Department)
14. Consideration and ACTION to appoint or re-appoint members to the Civil Service Commission. (City Manager’s Office)

15. Consideration and ACTION to enter into an Interlocal Agreement with Cameron County for a Bridge Advertise Campaign. (City Manager’s Office)

16. Consideration and ACTION on Memorandum of Understanding between the City of Brownsville and Cameron County to authorize use of U.S. Customs and Border Protection Section 559 Donation Acceptance Program. (City Manager’s Office)

17. Consideration and ACTION to award a contract to SmartCom Telephone, LLC for the Broadband & Commercial Internet Services for the Brownsville Public Library. (Library Department)

18. Consideration and ACTION to award a contract for the purchase of Portable Surveillance Cameras. (Public Health Department)

19. Consideration and ACTION to award a contract of Services Agreement between the City of Brownsville and The University of Texas Health Science Center at Houston in the amount of $45,000.00 to amend and accept a services agreement from March 1, 2018 to September 30, 2018. (Public Health Department)

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ADJOURNMENT:

NOTE: The City Commission of the City of Brownsville reserves the right to discuss any items in Executive Session whenever authorized under the Texas Open Meetings Act, Chapter 551, Title 5 of the Texas Government Code.

NOTE: The City of Brownsville does not discriminate on the basis of disability in the admission of, access to, treatment of, or employment in its programs, activities, or public meetings. Any individual with a disability in need of an accommodation is encouraged to contact the ADA Coordinator at 956/548-6037 (voice or Relay TX) by Monday, no later than 5:00 P.M., to make proper arrangements.

By: Antonio Martinez
Mayor of the City of Brownsville

I certify that a copy of the March 20, 2018, Agenda of items to be considered by the Brownsville City Commission was posted on the Bulletin Area at City Hall – Federal Building, on March 16, 2018. I further certify that the Agenda was posted on the City’s website and can be downloaded by accessing: http://www.cob.us/AgendaCenter

Griselda Rosas
City Secretary
Submit

AGENDA REQUEST FORM

Item Number: Executive A

COMMISSION MEETING DATE: 3/20/18

DEPT: Legal

CONTACT: 956-548-6011

AGENDA

Select One:

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<td>If yes, how much ________________</td>
<td>Consent</td>
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Brief Description of Agenda Item:
Attorney consultation pursuant to Section 551.071(1)(A), Texas Gov't Code, to provide legal advice and counsel in connection with pending litigation styled and numbered, Eco-Site LLC et al v. City of Brownsville et al Case No. 1:17-cv-00209 (S.D. Tex. – Brownsville Div.), and related legal matters.

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: ________________
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AGENDA REQUEST FORM

Item Number: Executive B

Select One:

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<td>- Consent</td>
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Brief Description of Agenda Item:
Attorney consultation pursuant to Section 551.071(2), Texas Gov’t Code, to provide legal advice and counsel on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.

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: ________________
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AGENDA REQUEST FORM

Item Number: Executive A

Select One:

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<td>✓ Consent</td>
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Brief Description of Agenda Item:
Action to proceed as advised by attorney in Executive Session

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: ________________
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AGENDA REQUEST FORM

Item Number: 3

COMMISSION MEETING DATE: 3-20-18

Select One:

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<td></td>
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<td>Contract</td>
<td>Second Reading</td>
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Brief Description of Agenda Item:
Presentation regarding the Jefferson Davis monument at Washington Park.

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)
The speaker will be Christina Patiño Houle, she is the Co-Founder & Member of Arte Cívico.

City Manager Approval
_________________________________________  Date: ________________

CS Form 002 – 10/2015
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THE STATE OF TEXAS §
CITY OF BROWNSVILLE §
COUNTY OF CAMERON §

MINUTES of a Regular Meeting of the City Commission of the City of Brownsville, Texas, held in the Commission Chambers, on the Second Floor of the Brownsville City Hall – Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, on Tuesday, February 6, 2018, at 5:35 P.M. and at 6:00 P.M. with the following members present:

ANTONIO MARTINEZ ) Mayor
CESAR DE LEON ) At-Large “A”
RICARDO LONGORIA, JR. ) District 1
JESSICA TETREAU ) District 2
JOEL MUNGUIA ) District 3
BEN NEECE ) District 4
MICHAEL L. LOPEZ INTERIM CITY MANAGER
PETE GONZALEZ DEPUTY CITY MANAGER
ALLISON BASTIAN DEPUTY CITY ATTORNEY
GRISELDA ROSAS CITY SECRETARY
ABSENT: ROSE GOWEN – At-Large “A”

A quorum being present, Mayor Antonio Martinez, asked Ms. Griselda Rosas, City Secretary, to read the call to consider the following matters as posted and filed for the record in The Office of the City Secretary on February 02, 2018.

* * * * * * * * * * * * * * * *

EXECUTIVE SESSION: 5:10 P.M.

Upon motion by Commissioner Ricardo Longoria, Jr., seconded by Commissioner Joel Munguia and carried unanimously, the Executive Session convened at 5:50 p.m. to discuss the following items:

A) Discussion pursuant to Section §551.072, of the Texas Government Code, regarding properties struck off from, to Cameron County for itself and other taxing jurisdictions from a tax resale held on November 7, 2017.

B) Discussion with legal counsel pursuant to Texas Government Code, Section §551.071, on a matter regarding threatened litigation in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the requirements of the Texas Open Meetings Act.

C) Consultation with attorney pursuant to Tex. Gov’t Code Sec. §551.071 regarding a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter, and pursuant to §551.087 regarding economic development negotiations.
Mayor Antonio Martinez left the meeting during Executive Session.

Upon conclusion of Executive Session Mayor Pro-Tem Cesar de Leon, convened the Regular Meeting at 6:30 p.m. No action was taken in Executive Session.

* * * * * * * * * * * * * * * *

REGULAR MEETING: 6:00 P.M.

PLEDGE OF ALLEGIANCE: UNITED STATES PLEDGE * TEXAS PLEDGE

The Pledge of Allegiance and the Texas Pledge was led by Mayor Pro-Tem Cesar de Leon.

INVOCATION:

The invocation was led by Pastor Brad Burkes, from Embassy of the Spirit Church, of Brownsville, Texas.

* * * * * * * * * * * * * * * *

ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION:

A) Discussion and POSSIBLE ACTION on Resolution Numbers 2018-013 through Resolution Number 2018-018, approving or rejecting the bid/offer(s) received on the Tax Resale Properties on November 7, 2017.

2018-013 – 0.114 acre, more or less, out of the South ½ of the Southwest ¼ of Block 5, Olmito Gardens Subdivision addition to Cameron County, Texas, as described in deed dated April 16, 1987, from Nicanor C. Gonzalez etux to Urbano M. Gonzalez, in Volume 176, Page 83, Deed Records of Cameron County, Texas. (77-0010-0050-0401-00)

2018-014 – Part of Lots 1 and 2, Block 108, Brownsville Original Townsite, City of Brownsville, Cameron County, Texas and being that same property more particularly described in Warranty Deed filed in Volume 36, Page 76. (01-0000-1080-0012-00)

2018-015 – A 1.0 acre tract of land in Block 21, Chicago Gardens Subdivision, Share 28, Espiritu Santo Grant, Cameron County, Texas according to Volume 4, Page 48, Map Records, Cameron County, Texas and more particularly described in Volume 973, Page 583 Deed Records (74-2150-0210-0910-00)

2018-016 – 50 feet by 120 feet, containing 0.1377 acre, more or less, being Lot 1, Block 99, Original Townsite to the City of Brownsville, Cameron County, Texas, according to the map or plat thereof, recorded in Volume 5, Page 13. (01-0000-0990-0010-00)

2018-017 – Lot 13, Block 16, Colonia Acacia, an addition to the City of Brownsville, Cameron County, Texas, according to the map or plat thereof, recorded in Volume 17, Page 32. (02-2170-0160-0130-00)

2018-018 – Lot 26, Block 2, Carlton Subdivision, Section 2, a subdivision to the City of Brownsville, Cameron County, Texas, according to the map or plat thereof, recorded in Volume 14, Page 59. (02-0020-0020-0260-00)

Commissioner Ricardo Longoria, Jr., moved that Resolution Numbers 2018-013 through Resolution Number 2018-018, approving or rejecting the bid/offer(s) received on the Tax Resale Properties on November 7, 2017, be approved. The motion was seconded by Commissioner Jessica Tetreau and carried unanimously.
B) **ACTION on item as discussed in Executive Session.**

Commissioner Jessica Tetreau moved to **proceed** as advised by legal counsel as discussed in Executive Session. The motion was seconded by Commissioner Ricardo Longoria, Jr., and carried unanimously.

C) **ACTION on item as discussed in Executive Session.**

Commissioner Jessica Tetreau moved to **terminate** the Tax Abatement with Tenaska as discussed in Executive Session. The motion was seconded by Commissioner Joel Munguia and carried unanimously.

1. **MAYOR’S ACTIVITY UPDATE:**
   - Mayor Antonio Martinez did not deliver a report.
   - Mayor Pro-Tem Cesar de Leon did not deliver a report.

2. **COMMISSIONERS’ ACTIVITY UPDATE:**

   Commissioner Jessica Tetreau invited and encouraged the community to attend a CPR Class to be held at Valley Regional Hospital on February 15, 2018, between 5:00 p.m. to 7:00 p.m., at no cost.

   Commissioner Ricardo Longoria, Jr., notified the community that the Brownsville Police Department will be enforcing the law to prevent any accidents.

3. **PROCLAMATION:**

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

   The proclamation was read and presented by Commissioner Jessica Tetreau.

4. **PRESENTATIONS:**

   **Employee of the Month**
   (Santana Torres – Public Works)

   Mr. Martino Trevino, Assistant Public Works Director, recognized **Mr. Victor Hugo Cisneros, Lead Equipment Operator III**, as January’s Employee of the Month.

   **Grants Annual One Year Work Plan**
   (Marina Zolezzi – Grants)

   Ms. Sylvia Orderman, Grants Manager and Ms. Andrea Perales, Grant Analyst, delivered a PowerPoint presentation regarding the Grants Annual One Year Work Plan.

   **Arboviral Mosquito Update**
   (Arturo Rodriguez – Public Health)

   Mr. Arturo Rodriguez, Public Health Director, gave a brief update regarding the ZIKA 2017 Activities.
5. \textit{CONSENT AGENDA ITEMS}:

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

Upon motion by Commissioner Ricardo Longoria, Jr., seconded by Commissioner Jessica Tetreau and carried unanimously, Consent Agenda Items “a” through “l” were approved.

\textit{ITEMS No. “a” through “l”}

\begin{itemize}
  \item[a)] Approval of the Minutes of the Regular Meeting of January 16, 2018.
  \item[b)] To acknowledge the following individuals to incur travel expense:

  \begin{tabular}{|l|l|l|l|}
  \hline
  Employee & Department & Destination & Date \\
  \hline
  Simon Ortiz, Jr. & BMetro & Atlanta, GA & Mar. 26-29, 2018 \\
  Ramiro Gonzalez & City Manager’s Office & Milwaukee, WI & June 04-08, 2018 \\
  David Licon Jr. & Engineering & New Orleans, LA & Apr. 20-24, 2018 \\
  Damaris McGlone & Parks & Waco, TX & Feb. 27-Mar. 2, 2018 \\
  Daniel Salinas & Parks & Waco, TX & Feb. 27-Mar. 2, 2018 \\
  Ysenia Bazaldua & Parks & Waco, TX & Feb. 27-Mar. 2, 2018 \\
  Juan Velez & Planning & Albuquerque, NM & Apr. 09-11, 2018 \\
  Francesca Linder & Planning & New Orleans, LA & Apr. 21-24, 2018 \\
  Joe Villarreal & Police & San Marcos, TX & Feb. 02-04, 2018 \\
  Juan A. Arellano & Police & Corpus Christi, TX & Feb. 26-28, 2018 \\
  Juan A. Gaytan, Jr. & Police & Corpus Christi, TX & Feb. 26-28, 2018 \\
  Alejandro J. Navarro & Police & Houston, TX & Feb. 11-16, 2018 \\
  Esteban Nino & Police & Houston, TX & Feb. 11-16, 2018 \\
  Juan A. Arellano & Police & Houston, TX & Feb. 07-09, 2018 \\
  Miguel A. Martinez & Police & Houston, TX & Feb. 07-09, 2018 \\
  Martino Trevino & Public Works & El Paso, TX & Feb. 12-13, 2018 \\
  \hline
\end{tabular}

  \item[c)] \textbf{APPROVAL} on SECOND and FINAL READING on Ordinance Number 2018-898-DD to re-adopt, Chapter 74, “Parks and Recreation”, Section 74-18, “Local Standards of Care” for an additional year as per ordinance guidelines.

  \item[d)] \textbf{APPROVAL} on SECOND on FINAL READING on Ordinance Number 235-2017-079, to rezone from Medium Retail “G” (3CG) to General Retail “G” (4CG) for Lot 3, Las Palmas Condominiums, located near Price Road. (District 2)

  \item[e)] \textbf{APPROVAL} on SECOND on FINAL READING on Ordinance Number 235-2017-079-S, to allow apartments, an Apartment (A) use, in General Retail “G” (4CG) for Lot 3, Las Palmas Condominiums, located near Price Road. (District 2)

  \item[f)] Consideration and \textbf{ACTION} to adopt \textit{Resolution Number 2018-010} and the Updated Disadvantaged Business Enterprise (DBE) Program and the Updated DBE Goals and Methodology Report of the City of Brownsville’s Transit Department Brownsville Metro as required by the Department of Transportation (DOT) 49 CFR Part 26.

  \item[g)] Consideration and \textbf{ACTION} to award a contract for the Gabriel Avenue Street paving and drainage project.

  \item[h)] Consideration and \textbf{ACTION} on \textit{Resolution Number 2018-012} adopting the Brownsville Neighborhood Revitalization Strategy area and authorizing such other action necessary or convenient to carry out this resolution.
\end{itemize}
i) Consideration and ACTION to award “Rubber Flex Surfacing, LLC” of Brownsville, Texas poured in place surfacing for Riverside Park in the amount of $28,195.40.

j) Consideration and ACTION to approve Resolution Number 2018-009, supporting a change to the Authorized Official to the Rifle-Resistant Body Armor Grant Program #3444301, through the Office of the Governor, Criminal Justice Division.

k) Consideration and ACTION to approve Resolution Number 2018-011, supporting a change to the Authorized Official to the FY 2018 Local Border Security Grant Program #2997903, through the Office of the Governor.

l) Consideration and ACTION to approve the renewal of a Memorandum of Understanding between the Brownsville Police Department and the Los Fresnos C.I.S.D. Police Department to establish an understanding and cooperation between the Brownsville Police Department and the School District Police.

PUBLIC HEARINGS:

6. Public Hearing and ACTION on FIRST READING on Ordinance Number 2018-736-P, amending Chapter 98-Traffic and Vehicles; Article V-Stopping, Standing and Parking; Section 98-162 - Impoundment of standing or parked vehicles by adding subsection (11) addressing vehicles lacking registration identification.

Ms. Allison Bastian, Deputy City Attorney, gave a brief explanation of the proposed ordinance.

Upon motion by Commissioner Ricardo Longoria, Jr., seconded by Commissioner Jessica Tetreau and carried unanimously, the public hearing was closed.

Commissioner Jessica Tetreau moved that Ordinance Number 2018-736-P, be adopted at first reading, amending Chapter 98-Traffic and Vehicles; Article V-Stopping, Standing and Parking; Section 98-162 - Impoundment of standing or parked vehicles by adding subsection (11) addressing vehicles lacking registration identification. The motion was seconded by Commissioner Ricardo Longoria, Jr., and carried unanimously.

7. Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2017-076, to rezone from Apartment “G” (AG) to Apartment “H” (AH) for Lot 3, Block 166-A, Stillman’s Extension to the City of Brownsville, Cameron County, Texas, located at 925 W. Elizabeth Street. (District 4)

Ms. Francesca Linder, Planning and Zoning Plat Administrator gave a brief explanation and noted that the Planning and Zoning Commissioner had denied the proposed rezoning of the location.

Ms. Renée Sanchez, spoke on behalf of the property owner and gave a brief explanation of the proposed ordinance.

Upon motion by Commissioner Ricardo Longoria, Jr., seconded by Commissioner Jessica Tetreau and carried unanimously, the public hearing was closed.

Commissioner Jessica Tetreau moved that Ordinance Number 235-2017-076, be adopted at first reading, to rezone from Apartment “G” (AG) to Apartment “H” (AH) for Lot 3, Block 166-A,
Stillman’s Extension to the City of Brownsville, Cameron County, Texas, located at 925 W. Elizabeth Street. (District 4) The motion was seconded by Commissioner Ben Neece and carried unanimously.

8. Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2017-077-S, to allow apartments, an Apartment (A) use, in Dwelling “G” (DG) for Lot 10, Block 6, Ridgeline Terrace, Section 1, located at 1491 Northridge Drive. (District 3)

Ms. Francesca Linder, Planning and Zoning Plat Administrator gave a brief explanation and noted that the Planning and Zoning Commission had denied the proposed rezoning of the location.

Mr. Pablo Gonzalez, concerned citizen, opposed to the proposed ordinance.

Mr. Genaro Mercado, contractor, noted that he had met all requirements and asked the Commission for the approval of the rezoning of the property.

Maria G. Hernandez, property owner of six duplexes, express concern in regards to the construction of the apartments to be built on the proposed property.

Brief discussion ensued amongst the Commission.

Upon motion by Commissioner Ricardo Longoria, Jr., seconded by Commissioner Joel Munguia and carried unanimously, the public hearing was **closed**.

Commissioner Ricardo Longoria, Jr., moved that Ordinance Number 235-2017-077-S, to be **adopted** at first reading, to allow apartments, an Apartment (A) use, in Dwelling “G” (DG) for Lot 10, Block 6, Ridgeline Terrace, Section 1, located at 1491 Northridge Drive. (District 3) The motion was seconded by Commissioner Joel Munguia and carried as follow:

Ayes: Commissioners Longoria, Jr., Tetreau, Munguia, Neece and Mayor Pro-Tem de Leon

Nays: None

9. Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2017-080, to rezone from Apartment “F” (AF) to Apartment “H” (AH) for Lot 2, Block 1, Hutton Subdivision, located near Lourdes Boulevard. (District 2)

Ms. Francesca Linder, Planning and Zoning Plat Administrator gave a brief explanation and noted that the Planning and Zoning Commission had denied the proposed rezoning of the location.

Ms. Renee Sanchez, spoke on behalf of the property owner and gave a brief explanation of the proposed ordinance.

Mr. Fernando Saenz, property owner, noted that he had met all requirements and asked the Commission for the approval of the rezoning of the property.

Upon motion by Commissioner Ricardo Longoria, Jr., seconded by Commissioner Joel Munguia and carried unanimously, the public hearing was **closed**.

Commissioner Ricardo Longoria, Jr., moved that Ordinance Number 235-2017-080, be **denied**, to rezone from Apartment “F” (AF) to Apartment “H” (AH) for Lot 2, Block 1, Hutton Subdivision,
located near Lourdes Boulevard. (District 2) The motion was seconded by Commissioner Joel Munguia and carried as follow:

Ayes: Commissioners Longoria, Jr., Munguia
Nays: Commissioners Neece and Tetreau and Mayor Pro-Tem de Leon

10. Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2018-901, to rezone from Dwelling “A” (DA) to General Retail “G” (4CG) for an estimated 2.47 acres out of the rear portion of Block 37 of Acacia Lake Gardens Subdivision, located at 2865 Southmost Boulevard. (District 1)

Ms. Francesca Linder, Planning and Zoning Plat Administrator gave a brief explanation of the proposed rezoned ordinance.

Upon motion by Commissioner Ricardo Longoria, Jr., seconded by Commissioner Joel Munguia and carried unanimously, the public hearing was closed.

Commissioner Ricardo Longoria, Jr., moved that Ordinance Number 235-2018-901, be adopted at first reading, to rezone from Dwelling “A” (DA) to General Retail “G” (4CG) for an estimated 2.47 acres out of the rear portion of Block 37 of Acacia Lake Gardens Subdivision, located at 2865 Southmost Boulevard. (District 1) The motion was seconded by Commissioner Joel Munguia and carried unanimously.

11. Public Hearing and ACTION on Ordinance Number 2018-1638, amending Chapter 308 – Floods, of the Code of Ordinances by repealing the existing Chapter 308 – Floods and replacing it with the new Chapter 308 – Flood Damage and Prevention; and dealing with related matters.

Ms. Ana Hernandez, Assistant Planning Director, gave a brief explanation of the proposed ordinance.

Upon Commissioner Ricardo Longoria, Jr., seconded by Commissioner Jessica Tetreau and carried unanimously, the public hearing was closed.

Commissioner Ben Neece moved that Ordinance Number 2018-1638, be adopted at first reading, amending Chapter 308 – Floods, of the Code of Ordinances by repealing the existing Chapter 308 – Floods and replacing it with the new Chapter 308 – Flood Damage and Prevention; and dealing with related matters. The motion was seconded by Commissioner Joel Munguia and carried unanimously.

* * * * * * * * * * * * * * *

12. PUBLIC COMMENT PERIOD: PLEASE NOTE:

No one signed up for Public Comment Period.
ITEMS FOR INDIVIDUAL CONSIDERATION:

13. Consideration and ACTION on Memorandum of Understanding between the City of Brownsville (COB) and United States Fish and Wildlife Services (USFWS) establishing a partnership through the Urban Refuge Program to further the promotion of Outdoor Recreation, Environmental Stewardship, and active lifestyles.

   Mr. Ramiro Gonzalez, Government Affairs Liaison, introduced Ms. Gisela Chapa, Engagement and Partnerships, whom delivered a PowerPoint presentation regarding the South Texas National Wildlife Refuge Complex.

   Commissioner Ben Neece moved that the Memorandum of Understanding between the City of Brownsville (COB) and United States Fish and Wildlife Services (USFWS) establishing a partnership through the Urban Refuge Program to further the promotion of Outdoor Recreation, Environmental Stewardship, and active lifestyles, be approved. The motion was seconded by Commissioner Jessica Tetreau and carried unanimously.


   Commissioner Ben Neece moved that the extension of the FY 2017 Sports Park Maintenance Operations Agreement between the City of Brownsville and Brownsville Community Improvement Corporation, be approved. The motion was seconded by Commissioner Jessica Tetreau and carried unanimously.

15. Consideration and ACTION to execute a License Agreement between the City of Brownsville and Origo Works Properties, LLC.

   Commissioner Ben Neece moved that the License Agreement between the City of Brownsville and Origo Works Properties, LLC, be approved and executed. The motion was seconded by Commissioner Joel Munguia and carried unanimously.

16. Consideration and ACTION to acknowledge the financial statements and cash investment report for the City of Brownsville for the first quarter ended December 31, 2017.

   Commissioner Ricardo Longoria, Jr., moved that the financial statements and cash investment report for the City of Brownsville for the first quarter ended December 31, 2017, be acknowledged. The motion was seconded by Commissioner Joel Munguia and carried unanimously.

17. Consideration and ACTION to accept a Community Development Block Grant in the amount of $90,000.00 for the purchase of two (2) Flood/Swift Water Rescue Boat Packages.
Commissioner Jessica Tetreau moved that the Community Development Block Grant in the amount of $90,000.00 for the purchase of two (2) Flood/Swift Water Rescue Boat Packages, be approved and accepted. The motion was seconded by Commissioner Ben Neece and carried unanimously.

18. Consideration and ACTION in supporting the application to the EnVision Center Demonstration project and commitment with the participating Non-Profit and the Housing Authority of the City of Brownsville to accelerate economic mobility of low-income households that include HUD assisted housing and building upon existing efforts with the Buena Vida Choice Neighborhood Initiative.

Commissioner Ben Neece moved that the application to the EnVision Center Demonstration project and commitment with the participating Non-Profit and the Housing Authority of the City of Brownsville to accelerate economic mobility of low-income households that include HUD assisted housing and building upon existing efforts with the Buena Vida Choice Neighborhood Initiative, be approved. The motion was seconded by Commissioner Jessica Tetreau and carried unanimously.

19. Consideration and ACTION to accept National Fitness Campaign Grant ($10,000.00) and pay grant match of $75,000.00, plus not to exceed an additional $5,000.00 for shipping and packing for a total of $80,000.00. (Parks and Recreation)

Commissioner Ricardo Longoria, Jr., moved that the National Fitness Campaign Grant ($10,000.00) and pay grant match of $75,000.00, plus not to exceed an additional $5,000.00 for shipping and packing for a total of $80,000.00, be approved and accepted. The motion was seconded by Commissioner Ben Neece and carried unanimously.

* * * * * * * * * * * * * * * *

ADJOURNMENT:

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 8:59 p.m.

Approved this 20th day of March, 2018.

___________________________________
Antonio Martinez
Mayor

Attest:

___________________________________
Griselda Rosas
City Secretary

Respectfully submitted by:
Yolanda Galarza-Gomez, Administrative Specialist
Office of the City Secretary
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Minutes of a Regular Meeting of the City Commission of the City of Brownsville, Texas, held in the Commission Chambers, on the Second Floor of the Brownsville City Hall – Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, on Tuesday, February 20, 2018, at 5:35 P.M. and at 6:00 P.M. with the following members present:

ANTONIO MARTINEZ  ) Mayor
COMMISSIONERS
ROSE GOWEN   ) At-Large “B”
JESSICA TETREAU   ) District 2
JOEL MUNGUIA   ) District 3
BEN NEECE    ) District 4
MICHAEL L. LOPEZ  ) INTERIM CITY MANAGER
PETE GONZALEZ  ) DEPUTY CITY MANAGER
ALLISON BASTIAN  ) DEPUTY CITY ATTORNEY
GRISELDA ROSAS  ) CITY SECRETARY
ABSENT:     CESAR DE LEON – At-Large “A”
               RICARDO LONGORIA, JR. – District 1

A quorum being present, Mayor Antonio Martinez, asked Ms. Griselda Rosas, City Secretary, to read the call to consider the following matters as posted and filed for the record in The Office of the City Secretary on February 16, 2018.

* * * * * * * * * * * * * * * *

EXECUTIVE SESSION: 5:40 P.M.

Upon motion by Commissioner Ben Neece seconded by Commissioner Rose Gowen and carried unanimously, the Executive Session convened at 6:01 p.m. to discuss the following items:

A)  Attorney consultation pursuant to Section 551.071(1) (A), Texas Gov’t Code, to provide legal advice and counsel in connection with pending litigation styled and numbered, John Williamson vs City of Brownsville, et. al., Case No. 17-CV-00207 (S.D. Tex. – Brownsville Div.), and related legal matters.

B)  Attorney consultation pursuant to Section 551.071(1) (A), Texas Gov’t Code, to provide legal advice and counsel in connection with pending litigation styled and numbered, Sesha Vorrey vs City of Brownsville, Case No. B-17-CV-0222 (S.D. Tex. – Brownsville Div.), and related legal matters.

Upon conclusion of Executive Session Mayor Antonio Martinez, convened the Regular Meeting at 6:30 p.m. No action was taken in Executive Session.

* * * * * * * * * * * * * * * *
REGULAR MEETING: 6:00 P.M.

PLEDGE OF ALLEGIANCE: UNITED STATES PLEDGE * TEXAS PLEDGE

The Pledge of Allegiance and the Texas Pledge was led by Mayor Antonio Martinez.

INVOCATION:

The invocation was led by Pastor Brad Burkes, from Embassy of the Spirit Church, of Brownsville, Texas.

* * * * * * * * * * * * * * * *

1. MAYOR’S ACTIVITY UPDATE:

Mayor Antonio Martinez encouraged the citizens to enjoy the Charro Day festivities.

2. COMMISSIONERS’ ACTIVITY UPDATE:

Commissioner Ben Neece encouraged the citizens to enjoy the Charro Day festivities. Commissioner Rose Gowen encouraged the citizens to make 2018 their healthiest year and register to participate in the Bi-National 10k & 5k Run, an International Run hosted by the City of Brownsville and the City of Matamoros, Tamaulipas, Mexico, on Saturday, March 24, 2018, starting at 8:30 a.m. All participants will receive a medal and t-shirt, registration can be done online at www.teletonusa.org/Brun.

3. PROCLAMATION: Kids to Parks Day

(Commissioners B. Neece/R. Gowen/R. Longoria, Jr.)

The proclamation was presented and read by Commissioner Ben Neece.

4. PRESENTATIONS: Employee of the Month

(Employee Management)

Ms. Odee Leal, Emergency Management Director, recognized Mr. Rene Tabarez, Jr., Customer Service Specialist I, as February’s Employee of the Month.

University of Texas Rio Grande Valley – South Texas Electric Car Competition 2018

(Airport Department)

Mr. Bryant Walker, Airport Director, introduced Mr. Javier Garcia, from the University Of Texas Rio Grande Valley, whom delivered a PowerPoint regarding the HESTEC Greepower USA-South Texas Electric Car Competition 2018. Mr. Garcia invited the Commission to the competition to be held on Friday, April 6, 2018 from 4:30 p.m. to 6:00 p.m. and Saturday, April 7, 2018 from 8:00 a.m. to 6:30 p.m. at the Brownsville/South Padre Island International Airport, 100 South Vermillion Rd., Suite B-Air Cargo Building #30.
5. **CONSENT AGENDA ITEMS:**

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

Upon motion by Commissioner Rose Gowen, seconded by Commissioner Joel Munguia and carried unanimously, Consent Agenda Items “a” through “f” were approved.

**ITEMS No. “a” through “f”**

a) To acknowledge the following individuals to incur travel expense:

<table>
<thead>
<tr>
<th>Employee</th>
<th>Department</th>
<th>Destination</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jessica Y. Lino</td>
<td>BOEM</td>
<td>San Marcos, TX</td>
<td>Mar. 04-07, 2018</td>
</tr>
<tr>
<td>Marco A. Paniagua</td>
<td>Fire</td>
<td>San Antonio, TX</td>
<td>Feb. 24-Mar. 03, 2018</td>
</tr>
<tr>
<td>Gilbert I. Vasquez</td>
<td>Fire</td>
<td>San Antonio, TX</td>
<td>Feb. 24-Mar. 03, 2018</td>
</tr>
<tr>
<td>Isaac Briones</td>
<td>Fire</td>
<td>Anniston, AL</td>
<td>Feb. 26-Mar. 03, 2018</td>
</tr>
<tr>
<td>Joseph Prossise</td>
<td>Fire</td>
<td>Anniston, AL</td>
<td>Feb. 26-Mar. 03, 2018</td>
</tr>
<tr>
<td>Erick Hernandez</td>
<td>Fire</td>
<td>Anniston, AL</td>
<td>Feb. 26-Mar. 03, 2018</td>
</tr>
<tr>
<td>Efren Trujillo</td>
<td>Grants</td>
<td>San Antonio, TX</td>
<td>Feb. 28-Mar. 1, 2018</td>
</tr>
<tr>
<td>Mark Lund</td>
<td>MPO</td>
<td>Austin, TX</td>
<td>Mar. 01-02, 2018</td>
</tr>
<tr>
<td>Robert J. Lerma</td>
<td>Municipal Court</td>
<td>San Antonio, TX</td>
<td>Mar. 26-28, 2018</td>
</tr>
<tr>
<td>Miriam C. Suarez</td>
<td>Planning</td>
<td>San Antonio, TX</td>
<td>Feb. 14-15, 2018</td>
</tr>
<tr>
<td>Ana Hernandez</td>
<td>Planning</td>
<td>Horseshoe Bay, TX</td>
<td>Mar. 05-10, 2018</td>
</tr>
<tr>
<td>Randy Rivera</td>
<td>Police</td>
<td>Laredo, TX</td>
<td>Feb. 18-21, 2018</td>
</tr>
<tr>
<td>Arturo Rodriguez</td>
<td>Public Health</td>
<td>Dallas, TX</td>
<td>Feb. 21-23, 2018</td>
</tr>
<tr>
<td>Christopher Haggstrom</td>
<td>Public Health</td>
<td>New Braunfels, TX</td>
<td>Mar. 13-15, 2018</td>
</tr>
</tbody>
</table>

b) **APPROVAL** on SECOND and FINAL READING on Ordinance Number 2018-736-P, amending Chapter 98-Traffic and Vehicles; Article V-Stopping, Standing and Parking; Section 98-162 - Impoundment of standing or parked vehicles by adding subsection (11) addressing vehicles lacking registration identification.

c) **APPROVAL** on SECOND on FINAL READING on Ordinance Number 235-2017-076, to rezone from Apartment “G” (AG) to Apartment “H” (AH) for Lot 3, Block 166-A, Stillman’s Extension to the City of Brownsville, Cameron County, Texas, located at 925 W. Elizabeth Street. (District 4)

d) **APPROVAL** on SECOND on FINAL READING on Ordinance Number 235-2017-077-S, to allow apartments, an Apartment (A) use, in Dwelling “G” (DG) for Lot 10, Block 6, Ridgeline Terrace, Section 1, located at 1491 Northridge Drive. (District 3)

e) **APPROVAL** on SECOND on FINAL READING on Ordinance Number 235-2018-901, to rezone from Dwelling “A” (DA) to General Retail “G” (4CG) for an estimated 2.47 acres out of the rear portion of Block 37 of Acacia Lake Gardens Subdivision, located at 2865 Southmost Boulevard. (District 1)

f) Consideration and ACTION for the City of Brownsville to enter into a Memorandum of Understanding with the National Park Service (NPS) to provide mutual assistance in preventing, detecting, and suppressing structural fires and wildfires on lands within the Park’s boundaries, within the City of Brownsville and in the immediate surrounding area.
PUBLIC HEARINGS:

6. Public Hearing and ACTION on Resolution Number 2018-021 of the City of Brownsville supporting a proposed affordable housing community known as Casitas Palo Alto, providing for City financial support, and authorizing such other actions necessary or convenient to carry out this resolution.

Ms. Constanza Miner, Planning & Development Services Director, gave a brief explanation of the proposed resolution.

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

Commissioner Rose Gowen moved that Resolution Number 2018-021 of the City of Brownsville supporting a proposed affordable housing community known as Casitas Palo Alto, providing for City financial support, and authorizing such other actions necessary or convenient to carry out this resolution, be approved. The motion was seconded by Commissioner Jessica Tetreau and carried unanimously.

7. Public Hearing and ACTION on Resolution Number 2018-022 of the City of Brownsville supporting a proposed affordable housing community known as Poinsettia Gardens Apartments, providing for City financial support, and authorizing such other actions necessary or convenient to carry out this resolution.

Ms. Constanza Miner, Planning & Development Services Director, gave a brief explanation of the proposed resolution.

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

Commissioner Rose Gowen moved that Resolution Number 2018-022 of the City of Brownsville supporting a proposed affordable housing community known as Poinsettia Gardens Apartments, providing for City financial support, and authorizing such other actions necessary or convenient to carry out this resolution, be approved. The motion was seconded by Commissioner Joel Munguia and carried unanimously.

8. Public Hearing and ACTION on Resolution Number 2018-023, of the City of Brownsville supporting two proposed affordable housing communities known as Ovation Senior Living Apartments and Capella Apartments, providing for City financial support and authorizing such other action necessary or convenient to carry out this resolution.

Ms. Constanza Miner, Planning & Development Services Director, gave a brief explanation of the proposed resolution.

Upon motion by Commissioner Jessica Tetreau, seconded by Commissioner Rose Gowen and carried unanimously, the public hearing was closed.
Commissioner Jessica Tetreau moved that Resolution Number 2018-023, of the City of Brownsville supporting two proposed affordable housing communities known as Ovation Senior Living Apartments and Capella Apartments, providing for City financial support and authorizing such other action necessary or convenient to carry out this resolution, be approved. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

9. Public Hearing and ACTION on Resolution Number 2018-026, affirming that the proposed development known as “Poinsettia Gardens at Boca Chica” is consistent with the City of Brownsville’s obligation to affirmatively further fair housing.

Ms. Constanza Miner, Planning & Development Services Director, gave a brief explanation of the proposed resolution.

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

Commissioner Rose Gowen moved that Resolution Number 2018-026, affirming that the proposed development known as “Poinsettia Gardens at Boca Chica” is consistent with the City of Brownsville’s obligation to affirmatively further fair housing, be approved. The motion was seconded by Commissioner Jessica Tetreau and carried unanimously.

10. Public Hearing and ACTION on Ordinance Number 2018-1639, terminating the March 2013 Tax Abatement agreement with Tenaska Brownsville, LLC.

Ms. Allison Bastian, Deputy City Attorney, noted that the proposed ordinance was to terminate the Tax Abatement Agreement with Tenaska Brownsville, LLC.

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

Commissioner Rose Gowen moved that Ordinance Number 2018-1639, be adopted at first reading terminating the March 2013 Tax Abatement agreement with Tenaska Brownsville, LLC. The motion was seconded by Commissioner Joel Munguia and carried unanimously.

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11. PUBLIC COMMENT PERIOD:  PLEASE NOTE:

No one signed for Public Comment Period.

ITEMS FOR INDIVIDUAL CONSIDERATION:

12. Consideration and ACTION on Resolution Number 2018-020, supporting the submission of the Grant Application for the State Homeland Security Program: Regular Projects (SHSP-R) Grant Application #3604901 to the Office of the Governor.

Commissioner Rose Gowen moved that Resolution Number 2018-020, supporting the submission of the Grant Application for the State Homeland Security Program: Regular Projects...
(SHSP-R) Grant Application #3604901 to the Office of the Governor, be **approved**. The motion was seconded by Commissioner Jessica Tetreau and carried unanimously.

13. **Consideration and ACTION on Resolution Number 2018-019**, supporting submission of Grant Application #3582801 for the 2018 State Homeland Security Program: Law Enforcement Terrorism Prevention Activities (SHSP-LETPA), through the Office of the Governor.

   Commissioner Jessica Tetreau moved that Resolution Number 2018-019, supporting submission of Grant Application #3582801 for the 2018 State Homeland Security Program: Law Enforcement Terrorism Prevention Activities (SHSP-LETPA), through the Office of the Governor, be **approved**. The motion was seconded by Commissioner Rose Gowen and carried unanimously.


   Commissioner Jessica Tetreau moved that Resolution Number 2018-025, supporting submission of Grant Application #3605701 for the 2018 State Homeland Security Program: Law Enforcement Terrorism Prevention Activities (SHSP-LETPA), through the Office of the Governor, be **approved**. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

15. **Consideration and ACTION on Resolution Number 2018-024 supporting the creation of the Brownsville Comprehensive Housing Plan.**

   Commissioner Rose Gowen moved that Resolution Number 2018-024 supporting the creation of the Brownsville Comprehensive Housing Plan, be **approved**. The motion was seconded by Commissioner Joel Munguia and carried unanimously.

16. **Consideration and ACTION to purchase Mobile Air System, in the amount of $110,834.00.**

   Commissioner Rose Gowen moved that the purchase Mobile Air System, in the amount of $110,834.00, be **approved**. The motion was seconded by Commissioner Jessica Tetreau and carried unanimously.

17. **Consideration and ACTION to approve a contract for the recruitment services for the City Attorney.**

   Commissioner Jessica Tetreau moved that a contract for the recruitment services for the City Attorney, be **approved**. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

18. **Consideration and ACTION to approve a term contract for Palm Trimming Services for the City of Brownsville.**
Commissioner Rose Gowen moved that a term contract for Palm Trimming Services for the City of Brownsville, be **approved**. The motion was seconded by Commissioner Jessica Tetreau and carried unanimously.

* * * * * * * * * * * * * * * *

**ADJOURNMENT:**

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 7:00 p.m.

Approved this **20**\textsuperscript{th} day of **March**, 2018.

___________________________________  
Antonio Martinez  
Mayor

Attest:

__________________________________  
Griselda Rosas  
City Secretary

Respectfully submitted by:  
Yolanda Galarza-Gomez, Administrative Specialist  
Office of the City Secretary
MINUTES of a Regular Meeting of the City Commission of the City of Brownsville, Texas, held in the Commission Chambers, on the Second Floor of the Brownsville City Hall – Old Federal Building, located at 1001 East Elizabeth Street, Brownsville, Cameron County, Texas, on Tuesday, March 06, 2018, at 5:30 P.M. and at 6:00 P.M. with the following members present:

ANTONIO MARTINEZ ) Mayor
COMMISSIONERS
RICARDO LONGORIA, JR. ) District 1
JESSICA TETREAU ) District 2
JOEL MUNGUIA ) District 3
BEN NEECE ) District 4
MICHAEL L. LOPEZ ) INTERIM CITY MANAGER
PETE GONZALEZ ) DEPUTY CITY MANAGER
ARTURO RODRIGUEZ ) INTERIM ASSISTANT CITY MANAGER
ALLISON BASTIAN ) DEPUTY CITY ATTORNEY
GRISELDA ROSAS ) CITY SECRETARY
ABSENT: CESAR DE LEON – At-Large “A”
ROSE GOWEN – At-Large “B”

A quorum being present, Mayor Antonio Martinez, asked Ms. Griselda Rosas, City Secretary, to read the call to consider the following matters as posted and filed for the record in The Office of the City Secretary on March 2, 2018.

EXECUTIVE SESSION: 5:30P.M.

Upon motion by Commissioner Ricardo Longoria, Jr., seconded by Commissioner Joel Munguia and carried unanimously, the Executive Session convened at 5:43 p.m. to discuss the following items:

A) Attorney consultation pursuant to Section §551.071(1) (A), Texas Government Code, to provide legal advice and counsel in connection with pending litigation styled and numbered, John Williamson vs City of Brownsville, et. al., Case No. 17-CV-00207 (S.D. Tex. – Brownsville Div.), and related legal matters.

B) Consultation with attorney pursuant to Texas Government Code Section §551.071 regarding a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.
C) Discussion pursuant to Texas Government Code §551.072 to deliberate the exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

Upon conclusion of Executive Session Mayor Antonio Martinez, convened the Regular Meeting at 6:18 p.m. No action was taken in Executive Session.

* * * * * * * * * * * * * * * *

REGULAR MEETING: 6:00 P.M.

PLEDGE OF ALLEGIANCE: UNITED STATES PLEDGE * TEXAS PLEDGE

The Pledge of Allegiance and the Texas Pledge was led by Mayor Antonio Martinez.

INVOCATION:

The invocation was led by Pastor Brad Burkes, from Embassy of the Spirit Church, of Brownsville, Texas.

* * * * * * * * * * * * * * * *

ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION:

A) Consideration and appropriate ACTION to ratify and approve a settlement agreement for the resolution of the lawsuit styled and numbered, John Williamson vs City of Brownsville, et. al., Case No. 17-CV-00207 (S.D. Tex. – Brownsville Div.)

Commissioner Ricardo Longoria, Jr., moved to proceed as advised by legal counsel as discussed in Executive Session. The motion was seconded by Commissioner Jessica Tetreau and carried unanimously.

1. MAYOR’S ACTIVITY UPDATE:

Mayor Antonio Martinez thanked everyone who contributed during the Charro Days festivities. Mayor Martinez also reminded the citizens to have a safe Spring Break and further reminded the citizens of the registration for the Bi-National 10k & 5k Run benefitting the TeletonUSA Foundation, to take place on Saturday, March 24, 2018 starting at 8:30 a.m.

2. COMMISSIONERS’ ACTIVITY UPDATE:

Commissioner Jessica Tetreau mentioned that Hurricane Season starts in June and the City of Brownsville has started to drench the canals and encouraged the citizens to keep the drainages clean.

3. PRESENTATIONS: Employee of the Month

(Parks and Recreation Department)

Ms. Damaris McGlone, Parks and Recreation Director, recognized Mr. Tomas B. Gonzalez, Golf & Parks Superintendent, as March’s Employee of the Month.
4.  **CONSENT AGENDA ITEMS:**

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

Upon motion by Commissioner Ricardo Longoria, Jr., seconded by Commissioner Jessica Tetreau and carried unanimously, Consent Agenda Items “a” and “b” were approved.

**ITEM No. “a” and “b”**

a) To acknowledge the following individuals to incur travel expense:

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<thead>
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<th>Employee</th>
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<th>Destination</th>
<th>Date</th>
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<tbody>
<tr>
<td>Jessica Y. Lino</td>
<td>BOEM</td>
<td>San Antonio, TX</td>
<td>May 15-18, 2018</td>
</tr>
<tr>
<td>Norma H. Zamora</td>
<td>BMetro</td>
<td>San Antonio, TX</td>
<td>Mar. 21-25, 2018</td>
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<td>Arturo Herrera</td>
<td>BMetro</td>
<td>San Antonio, TX</td>
<td>Mar. 23-25, 2018</td>
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<td>Felipe Garza</td>
<td>BMetro</td>
<td>San Antonio, TX</td>
<td>Mar. 23-25, 2018</td>
</tr>
<tr>
<td>Oscar Alvarez</td>
<td>BMetro</td>
<td>San Antonio, TX</td>
<td>Mar. 23-25, 2018</td>
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<tr>
<td>Ana Benavides</td>
<td>Finance</td>
<td>Austin, TX</td>
<td>Mar. 07-09, 2018</td>
</tr>
<tr>
<td>Daniel Villarreal</td>
<td>Fire</td>
<td>Austin, TX</td>
<td>Mar. 18-23, 2018</td>
</tr>
<tr>
<td>Claudio J. Ortiz III</td>
<td>Fire</td>
<td>Austin, TX</td>
<td>Mar. 18-23, 2018</td>
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<tr>
<td>Amanda Ely</td>
<td>Fire</td>
<td>Austin, TX</td>
<td>Mar. 18-23, 2018</td>
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<td>Frederick Barnes</td>
<td>Health</td>
<td>Houston, TX</td>
<td>Apr. 02-05, 2018</td>
</tr>
<tr>
<td>Miriam C. Suarez</td>
<td>Planning</td>
<td>Kansas City, MO</td>
<td>Mar. 25-29, 2018</td>
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<td>Juan Velez</td>
<td>Planning</td>
<td>Des Moines, IA</td>
<td>July 17-23, 2018</td>
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<td>Pedro Lezama</td>
<td>Police</td>
<td>Corpus Christi, TX</td>
<td>Mar. 07-09, 2018</td>
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<td>Julio Briones</td>
<td>Police</td>
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<td>Federico Jaramillo</td>
<td>Police</td>
<td>Bryan, TX</td>
<td>Mar. 18-23, 2018</td>
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<tr>
<td>Hugo Martinez</td>
<td>Police</td>
<td>Bryan, TX</td>
<td>Mar. 18-23, 2018</td>
</tr>
</tbody>
</table>

b) **APPROVAL** on **SECOND and FINAL READING** on Ordinance Number 2018-1639, an ordinance of the City of Brownsville, Texas accepting the request to terminate the March 19, 2013 Tax Abatement agreement between the City of Brownsville and TENASKA Brownsville, LLC, and authorizing the execution of a termination agreement effecting said termination.

* * * * * * * * * * * * * * * *

**PUBLIC HEARINGS:**

5.  **Public Hearing and ACTION on FIRST READING** on Ordinance Number 2018-1640, to authorize the City Manager to abandon and close a 16’ alley adjacent to Lots 1, 2, and 3 Block 1, Los Ebanos Addition.

Mr. Eddie Santillan, Right-of-Way Acquisition Specialist, gave a brief explanation of the proposed ordinance.

Upon motion by Commissioner Ricardo Longoria, Jr., seconded by Commissioner Ben Neece and carried unanimously, the public hearing was **closed**.

Commissioner Ricardo Longoria, Jr., moved that Ordinance Number 2018-1640, be **adopted** at first reading, to authorize the City Manager to abandon and close a 16’ alley adjacent to Lots 1, 2, and 3, Block 1, Los Ebanos Addition.
6. **Public Hearing and ACTION on FIRST READING on Ordinance Number 2018-1641, to authorize the City Manager to abandon and close a portion of Jo Anne Lane Right-Of-Way adjacent to Lot 23, La Lomita Subdivision.**

Mr. Eddie Santillan, Right-of-Way Acquisition Specialist, gave a brief explanation of the proposed ordinance.

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

Commissioner Jessica Tetreau moved that Ordinance Number 2018-1641, be **adopted** at first reading, to authorize the City Manager to abandon and close a portion of Jo Anne Lane Right-Of-Way adjacent to Lot 23, La Lomita Subdivision. The motion was seconded by Commissioner Joel Munguia and carried unanimously.

7. **Public Hearing and ACTION on FIRST READING on Ordinance Number 2018-1603-A, to amend Chapter 2, Article IV, Division 4, Section 2-367 regarding the Bicycle and Pedestrian Advisory Committee members’ terms.**

Ms. Eva Garcia, Planner II, gave a brief explanation of the proposed ordinance.

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

Commissioner Jessica Tetreau moved that Ordinance Number 2018-1603-A, be **adopted** at first reading, to amend Chapter 2, Article IV, Division 4, Section 2-367 regarding the Bicycle and Pedestrian Advisory Committee members’ terms. The motion was seconded by Commissioner Joel Munguia and carried unanimously.

8. **Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2017-081-S, to allow a wireless communication facility, a General Retail (4C) use, in General Retail “H” (4CH) for Lots 4, 5, and 6 of Block 46-A, Stillman Extension Brownsville, located near the corner of West Elizabeth Street and West 3rd Street. (District 4)**

Ms. Francesca Linder, Zoning and Plat Administrator, gave a brief explanation of the proposed ordinance.

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

Commissioner Ben Neece moved that Ordinance Number 235-2017-081-S, be **adopted** at first reading, to allow a wireless communication facility, a General Retail (4C) use, in General Retail “H” (4CH) for Lots 4, 5, and 6 of Block 46-A, Stillman Extension Brownsville, located near the corner of West Elizabeth Street and West 3rd Street. (District 4) The motion was seconded by Commissioner Jessica Tetreau and carried unanimously.
9. Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2018-001, to rezone from Light Retail “G” (2CG) to General Retail “G” (4CG) for the East 90.5 feet of Lot 3, Block 21, Adrean Acres Subdivision, located at 4416 Boca Chica Boulevard. (District 1)

Ms. Francesca Linder, Zoning and Plat Administrator, gave a brief explanation of the proposed ordinance.

Upon motion by Commissioner Ricardo Longoria, Jr., seconded by Commissioner Joel Munguia and carried unanimously, the public hearing was closed.

Commissioner Ricardo Longoria, Jr., moved that Ordinance Number 235-2018-001, be adopted at first reading, to rezone from Light Retail “G” (2CG) to General Retail “G” (4CG) for the East 90.5 feet of Lot 3, Block 21, Adrean Acres Subdivision, located at 4416 Boca Chica Boulevard. (District 1) The motion was seconded by Commissioner Jessica Tetreau and carried unanimously.

10. Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2018-004-CO, to rezone from General Retail “G” (4CG) to Medium Commercial “G” (6CG-CO) for Lots 4, 5, 6, 7, and 8, 777 Commercial Subdivision, located at 7077 North Expressway 77, Olmito, Texas, 78575. (District 3)

Ms. Francesca Linder, Zoning and Plat Administrator, gave a brief explanation of the proposed ordinance.

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

Commissioner Jessica Tetreau moved that Ordinance Number 235-2018-004-CO, be adopted at first reading, to rezone from General Retail “G” (4CG) to Medium Commercial “G” (6CG-CO) for Lots 4, 5, 6, 7, and 8, 777 Commercial Subdivision, located at 7077 North Expressway 77, Olmito, Texas, 78575. (District 3) The motion was seconded by Commissioner Joel Munguia and carried unanimously.

11. Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2018-005, to rezone from Dwelling “A” (DA) to Apartment “H” (AH) for 24.393 acres consisting of 2 Tracts: Tract 1 being 4.223 acres out of Tract 20, Share 19, Espiritu Santo Grant, Cameron County, Texas; Tract 2 being 20.170 acres out of Tracts 17 & 20, Share 19, Espiritu Santo Grant, located at 341 Oak Street. (District 1)

Ms. Francesca Linder, Zoning and Plat Administrator, gave a brief explanation of the proposed ordinance.

Ms. Carla Mancha, Housing Authority CEO, gave a brief explanation for the purpose of rezoning the location, noting that affordable housings are to be built and asked the Commission for their approval.

Mr. Henry Martinez, neighbor, spoke in favor of the proposed ordinance.
Commissioner Ricardo Longoria, Jr., asked if proper drainage was to be installed and if the Housing Authority would like to partner with the City of Brownsville so a park could be placed within the area for the community use.

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

Commissioner Jessica Tetreau moved that Ordinance Number 235-2018-005, be adopted at first reading, to rezone from Dwelling “A” (DA) to Apartment “H” (AH) for 24.393 acres consisting of 2 Tracts: Tract 1 being 4.223 acres out of Tract 20, Share 19, Espiritu Santo Grant, Cameron County, Texas; Tract 2 being 20.170 acres out of Tracts 17 & 20, Share 19, Espiritu Santo Grant, located at 341 Oak Street. (District 1) The motion was seconded by Commissioner Joel Munguia and carried unanimously.

12. Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2018-006-S, to allow a Type A Home Assisted Living Facility, a General retail (4C) use, in Dwelling “G” (DG) for Lot 1, Block 1, Mario Moreno Subdivision, a subdivision to the City of Brownsville, located at 3275 Old Port Isabel Road. (District 2)

Ms. Francesca Linder, Zoning and Plat Administrator, gave a brief explanation of the proposed ordinance.

Upon motion by Commissioner Ricardo Longoria, Jr., seconded by Commissioner Joel Munguia and carried unanimously, the public hearing was closed.

Commissioner Ricardo Longoria, Jr., moved that Ordinance Number 235-2018-006-S, be adopted at first reading, to allow a Type A Home Assisted Living Facility, a General retail (4C) use, in Dwelling “G” (DG) for Lot 1, Block 1, Mario Moreno Subdivision, a subdivision to the City of Brownsville, located at 3275 Old Port Isabel Road. (District 2) The motion was seconded by Commissioner Jessica Tetreau and carried unanimously.

*********************

13. PUBLIC COMMENT PERIOD: PLEASE NOTE:

No one signed up for Public Comment Period.

ITEMS FOR INDIVIDUAL CONSIDERATION:

14. Consideration and ACTION for the City of Brownsville to enter into contract with Dr. John Wells as the Brownsville Fire Department Medical Director.

Commissioner Ricardo Longoria, Jr., moved that the City of Brownsville to enter into contract with Dr. John Wells as the Brownsville Fire Department Medical Director, be approved. The motion was seconded by Commissioner Joel Munguia and carried unanimously.
15. Consideration and ACTION pursuant to Section 42-132, of the City of Brownsville Code of Ordinances regarding the appeal of InterCity Ambulance from the denial of a license for ambulance or transport service.

Commissioner Jessica Tetreau moved that Section 42-132, of the City of Brownsville Code of Ordinances regarding the appeal of InterCity Ambulance from the denial of a license for ambulance or transport service, be **denied**. The motion was seconded by Commissioner Ben Neece and carried unanimously.

* * * * * * * * * * * * * * * *

**ADJOURNMENT:**

There being no further business to come before the Commission, upon duly made motion the meeting adjourned at 7:00 p.m.

Approved this 20th day of March, 2018

______________________________
Antonio Martinez  
Mayor

Attest:

______________________________
Griselda Rosas  
City Secretary

Respectfully submitted by:
Yolanda Galarza-Gomez, Administrative Specialist  
Office of the City Secretary
AGENDA REQUEST FORM

Submit

Item Number: 4d.

Brownsville Metro

DEPT: __________________ CONTACT: Norma H. Zamora, Director

AGENDA

<table>
<thead>
<tr>
<th>Select One:</th>
<th>Workshop</th>
<th>Presentation</th>
<th>Agenda</th>
<th>Ordinance</th>
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</thead>
<tbody>
<tr>
<td>Executive Session (City Attorney Only)</td>
<td>Time Needed: ____</td>
<td>Time Needed: ____</td>
<td>Public Hearing</td>
<td>First Reading</td>
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<tr>
<td>Action Item: ______</td>
<td>______</td>
<td>______</td>
<td>Contract</td>
<td>Second Reading</td>
</tr>
</tbody>
</table>

Brief Description of Agenda Item:
Consideration and ACTION to authorize Jeff D. Stewart, BMetro Fleet Contract Manager to travel on April 8-13, 2018 to Seattle, Washington to attend Transit Maintenance Leadership Workshop.

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)
Sponsors: NTI and FTA

City Manager Approval
_________________________________________ Date: ________________
MEMORANDUM

To: Michael Lopez, Interim City Manager
From: Norma H. Zamora, Director
Date: March 12, 2018
Re: BMetro Dept. Agenda Request for Travel

We hereby request authorization for Jeffrey Stewart, BMetro Fleet Contract Manager to travel to Seattle, Washington on April 08-13, 2018 to attend the Transit Maintenance Leadership Workshop.

See attached documentation related for this travel.

Please see attached documents;

Agenda Request Form

- Travel Request Form
  - 7a. Travel information
  - 7b. Meals & IE Per Diem Allowance
  - 7c. Lodging information
  - 7d. Letter of Award

  - NTI application/workshop information

I hope this information will suffice and should you have any questions please feel free to contact me at (956)541-4881.
This form must be included with all travel requests submitted for placement on the City Commission Agenda. Failure to do so will result in having the item pulled from the agenda. A Travel Expenditure Report form must be filled out within five (5) days after completion of travel. Travel reports which remain outstanding will result in suspension of further travel until all reports are completed.

TO: FINANCE DIRECTOR

FROM: Norma H. Zamora

DEPARTMENT: Brownsville Metro

DATE: 03/12/18

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

Jeffrey D. Stewart

EMPLOYEE NAME

B Metro Fleet Contract Manager

POSITION

1. Destination: Seattle, Washington

2. Est. date and time leaving: Sunday, April 08, 2018

Est. date and time returning: Friday, April 13, 2018

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

4. Purpose of Trip:

To attend the NTI Transit Maintenance Leadership Workshop.

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

This national course is tailored specifically for senior-level maintenance professionals in the transit industry. One of the unique qualities of the course is that it supports collaborative partnerships vital to the industry and allows for a cross-fertilization of ideas and best practices. The nationally recognized leaders who serve as faculty for the workshop share decades of experience and you will have an opportunity to listen to their stories and ask questions to further your understanding of the industry dynamics.

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

FY2014-5307-TX-90-Y113 $3106.28 and $1359.70 from 65-563-770

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

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

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

a. Transportation __________ miles x .535 cents a mile for private vehicle (list other) $0.00

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

GSA rate: $179

$406.50

c. Lodging $179.00 per night x5 $895.00

d. Registration Fees $2095.00 per person $2095.00

e. Other costs (explain) baggage fee $50.00 + shuttle service $100.00 + airfare $622.57

$772.57

TOTAL: $4,169.07

8. I HEREBY REQUEST AN ADVANCE OF $556.50 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature: * Employee Signatures:

9. Charges to be made to line item # 6883 7510-7D08 which has a balance of $3106.28 as of this date.

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

/S/ ____________________________

211 - Finance Department - Revised 12/2017
City of Brownsville, Texas  
Analysis of Meal & IE Per Diem Allowance  
Transit Maintenance Leadership Workshop  
Seattle, Washington  
April 08-13, 2018  
The Daily Meal & IE For Seattle, Washington Is $74.00

| Date     | Per Diem Meal Daily Rate | First Day 
& Last Day at 75% of Daily Rate | Total Daily Allowance |
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<td>296.00</td>
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Nightly lodging will be from Sunday, April 8, 2018 and checking out on Friday, April 13, 2018.
AGENDA REQUEST FORM

Item Number: 4d.

COMMISSION MEETING DATE: 3/20/18

DEPT: Public Health
CONTACT: Arturo Rodriguez

AGENDA

Select One:

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<th>Executive Session (City Attorney Only)</th>
<th>Workshop</th>
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Brief Description of Agenda Item:
Consideration and action to approve Maria Christina Dominguez, Animal Care Technician I and Candace Smith, Animal Care Technician I, to attend the Texas Academy of Animal Control Officers in Giddings, Texas on April 4-6, 2018

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: ____________________
TO: FINANCE DIRECTOR
FROM: Arturo Rodriguez
DATE: 03/09/18
DEPARTMENT: Public Health

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

Maria Christina Dominguez
EMPLOYEE NAME
Animal Care Technician I
POSITION

1. Destination: Giddings, TX.

2. Est. date and time leaving: Wednesday, April 04, 2018 @ 10:00am
   Est. date and time returning: Friday, April 06, 2018 @

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

4. Purpose of Trip:
To attend the Texas Academy of Animal Control Officers in service course on certified euthanasia technician which is a 12 hour 2 day course with hands on.

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

This certification is required for related job duties.

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

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

7. Calculate costs on the space below: (Private vehicle mileage: @ the latest Federal Reimbursement Rate)
   Estimated Cost to the City:
   a. Transportation _____ miles x .535 cents a mile for private vehicle (list other) $0.00
   b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL]
      $127.50
   c. Lodging $116.39 per night x 2 GSA rate: $93 $232.78
   d. Registration Fees $250.00 per person $250.00
   e. Other costs (explain) City Vehicle- gas $150.00
      Employee will be sharing room. $760.28
      TOTAL:

8. I HEREBY REQUEST AN ADVANCE OF $510.28 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature: __________________________ * Employee Signatures: __________________________

9. Charges to be made to line item #01 - 531-770 which has a balance of $1925.00 as of this date.

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

/S/ ____________________________________________

211 - Finance Department - Revised 12/2017
City of Brownsville, Texas
Analysis of Meal & IE Per Diem Allowance
During Texas Academy of Animal Control Officers Course
in Giddings, Texas
From April 4-6, 2018
The Daily Meal & IE For Giddings, Texas is $51

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<td>Total Meal &amp; IE Allowance</td>
<td>51.00</td>
<td>76.50</td>
<td>127.50</td>
</tr>
</tbody>
</table>

Nightly Lodging from April 4 through April 6, 2018 and checked out on Friday April 6, 2018. Wednesday April 4, 2018 (first day), and Friday, April 6, 2018 (last day) were traveling days.
TO: FINANCE DIRECTOR  DATE: 03/09/18
FROM: Arturo Rodriguez

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

Candace Smith
Animal Care Technician I

1. Destination: Giddings, TX.
2. Est. date and time leaving: Wednesday, April 04, 2018 @ 10:00am
   Est. date and time returning: Friday, April 06, 2018 @
3. Transportation mode: ☐ City Vehicle ☐ Private Vehicle ☐ Airplane (scheduled) ☐ No Transportation Cost
4. Purpose of Trip:
   To attend the Texas Academy of Animal Control Officers in service course on certified euthanasia technician which is a 12 hour 2 day course with hands on.
5. Anticipated benefit to the City for allowing this trip and how will information be disseminated? (attach additional memo as needed.)

   This certification is required for related job duties.

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

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

Refer to the City’s Travel Expense Policy for further information regarding travel on City business.

7. Calculate costs on the space below: (Private vehicle mileage: @ the latest Federal Reimbursement Rate)
   Estimated Cost to the City:
   a. Transportation ___________ miles x .535 cents a mile for private vehicle (list other) $0.00
   b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] $127.50
   c. Lodging $0 ___________ per night x 2 GSA rate: $93 $0.00
   d. Registration Fees $250.00 per person $250.00
   e. Other costs (explain) ___________________________________________ TOTAL: $377.50

8. I HEREBY REQUEST AN ADVANCE OF $127.50 FOR THE PURPOSE OF THIS TRIP.

   Department Director Signature:  * Employee Signatures:

9. Charges to be made to line item #01 - 531-770 which has a balance of $1925.00 as of this date.
10. This request is hereby ☐ APPROVED ☐ DENIED The Accounting Department is instructed to issue a check in the amount of $____________________ as an advance expense.

   /S/ ____________________________
City of Brownsville, Texas  
Analysis of Meal & IE Per Diem Allowance  
During Texas Academy of Animal Control Officers Course  
in Giddings, Texas  
From April 4-6, 2018  
The Daily Meal & IE For Giddings, Texas is $51

The Daily Meal & IE For Giddings, Texas is $51

<table>
<thead>
<tr>
<th>Date</th>
<th>Daily Rate</th>
<th>Daily Rate</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wednesday</td>
<td>April 4, 2018</td>
<td>38.25</td>
<td>38.25</td>
</tr>
<tr>
<td>Thursday</td>
<td>April 5, 2018</td>
<td>51.00</td>
<td>51.00</td>
</tr>
<tr>
<td>Friday</td>
<td>April 6, 2018</td>
<td>38.25</td>
<td>38.25</td>
</tr>
<tr>
<td>Total Meal &amp; IE Allowance</td>
<td>51.00</td>
<td>76.50</td>
<td>127.50</td>
</tr>
</tbody>
</table>

Nightly Lodging from April 4 through April 6, 2018 and checked out on Friday April 6, 2018. Wednesday April 4, 2018 (first day), and Friday, April 6, 2018 (last day) were traveling days.
(This page is intentionally left blank)
AGENDA REQUEST FORM

Item Number: 4d.

Select One:

<table>
<thead>
<tr>
<th>Executive Session (City Attorney Only)</th>
<th>Workshop</th>
<th>Presentation</th>
<th>Agenda</th>
<th>Ordinance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time needed: _____</td>
<td>Time Needed: _____</td>
<td>Time Needed: _____</td>
<td>Public Hearing</td>
<td>First Reading</td>
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<tr>
<td>Action Item: _____</td>
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<td></td>
<td>Contract</td>
<td>Second Reading</td>
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<td></td>
<td></td>
<td>Grant</td>
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<td></td>
<td>Action</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>✓ Consent</td>
<td></td>
</tr>
</tbody>
</table>

Brief Description of Agenda Item:
Consideration and Action of travel request for Alfonso Vallejo, MPO Deputy Director, to Austin, TX to attend the Border Trade Advisory Committee Meeting and Meeting with Director of Border Affairs on April 17-18, 2018.

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: ________________
CITY OF BROWNSVILLE
TRAVEL REQUEST FORM

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

TO:  FINANCE DIRECTOR

FROM:  Mark Lund

DEPARTMENT:  MPO

DATE:  02/26/18

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

Alfonso Vallejo  MPO Deputy Director

EMPLOYEE NAME  POSITION

1. Destination:  Austin, TX

2. Est. date and time leaving:  04/17/2018  8:00 am  Est. date and time returning:  04/18/2018  11:56 pm

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

4. Purpose of Trip:
Attend the Border Trade Advisory Committee meeting and meeting with Director of Border Affairs.

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

Attend the Border Trade Advisory Committee meeting and meeting with Director of Border Affairs.

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

100% reimbursed by TxDOT.

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

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

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

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

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

c. Lodging  $171.35 per night x 1  GSA rate: $146

d. Registration Fees  $____________ per person

e. Other costs (e.g. airfare, rental, etc. please explain):  American Airlines and taxi

TOTAL:  $619.85

8. I HEREBY REQUEST AN ADVANCE OF $275.00 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature:  *

Employee Signatures:

9. Charges to be made to line item #01-614 - .767 which has a balance of $5,358.52 as of this date.

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

/S/ ______________________________________

Mark Lund

211 - Finance Department - Revised 1/2018
City of Brownsville, Texas  
Analysis of Meal & IE Per Diem Allowance  
Border Trade Advisory Committee (BTAC) Meeting & Meeting with Director of Border Affairs  
Austin, TX  
April 17-18, 2018  
The Daily Meal & IE for Austin, TX is $59.00

<table>
<thead>
<tr>
<th>Date</th>
<th>Meal Per Diem Daily Rate</th>
<th>First Day &amp; Last Day at 75% of Daily Rate</th>
<th>Total Daily Allowance</th>
</tr>
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<tbody>
<tr>
<td>April 17, 2018</td>
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<td>April 18, 2018</td>
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<tr>
<td>Total Meal &amp; IE Allowance</td>
<td>$88.50</td>
<td>$0.00</td>
<td>$88.50</td>
</tr>
</tbody>
</table>
Dear Mr. Vallejo:

Please save the date.

The next Border Trade Advisory Committee meeting is scheduled for April 18, 2018 in Austin, Texas. We are in the process of finalizing the agenda with TxDOT. We expect to start at 8 a.m. with networking then meeting commencing at 8:30 a.m. with adjournment at 3:00 p.m.

Since you will be in Austin, I would like to visit with you after the meeting to share with you my new role and responsibilities as the director of border affairs for Secretary Pablos. If you are amenable, we can meet at 4:00 p.m.

Thank you, and I look forward to hearing from you regarding confirmation for a 4:00 p.m. meeting.

Best regards,

Keta

Enriqueta "Keta" Caballero
Director of Border Affairs
Office of The Texas Secretary of State
255 S. Kansas Ave.
Weslaco, Texas 78596
956-969-9075 Office
956-473-9959 Cell
956-969-9079 Fax
www.sos.texas.gov

To better serve you, the Texas Secretary of State is conducting a "Customer Satisfaction Survey". Your responses are confidential and will be used only for the purposes of evaluating our services. Please consider taking the survey, and thank you for your time.
### AGENDA REQUEST FORM

**Item Number:** 4d.

**COMMISSION MEETING DATE:** 3/20/18

**DEPT:** Police Department

**CONTACT:** Orlando Rodriguez, Chief of Police

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**AGENDA**

<table>
<thead>
<tr>
<th>Select One:</th>
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<tr>
<td>Time needed: _____</td>
<td>Time Needed: _____</td>
<td>Time Needed: _____</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Action Item: _____</td>
<td></td>
<td></td>
<td>✑ Action</td>
<td></td>
</tr>
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<td></td>
<td></td>
<td></td>
<td>✔ Consent</td>
<td></td>
</tr>
</tbody>
</table>

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**Brief Description of Agenda Item:**
Consideration and action to authorize IT Manager Paul Cantu III # 3881, Records Supervisor Albesa Calles # 7464 and Detention Officer Leslie Gonzalez # 8343 to attend the 2018 Texas Department of Public Safety Conference on Criminal Justice Information System Reporting in Austin, Texas on March 21 - 23, 2018.

---

**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: ____________________________

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

---

**City Manager Approval**

_________________________________________ Date: ________________
CITY OF BROWNSVILLE
TRAVEL REQUEST FORM

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

TO: FINANCE DIRECTOR
DATE: 03/09/18
FROM: Orlando Rodriguez
DEPARTMENT Brownsville Police Department

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

Paul Cantu, III #3881
EMPLOYEE NAME
IT Manager
POSITION

1. Destination: Austin, Texas
2. Est. date and time leaving: 03/21/2018
3. Transportation mode: ☐ City Vehicle ☐ Private Vehicle ☐ Airplane (scheduled) ☐ No Transportation Cost
4. Purpose of Trip:
2018 Texas Department of Public Safety Conference on Criminal Justice Information System Reporting
5. Anticipated benefit to the City for allowing this trip and how will information be disseminated? (attach additional memo as needed.)

The conference provides the most up to date Criminal and Juvenile Justice Information Systems Reporting processes to include, understand offense codes, live scan, electronic arrest reporting, CJIS Site and error resolution.

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

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

Calculate costs on the space below: (Private vehicle mileage: @ the latest Federal Reimbursement Rate) Estimated Cost to the City:

a. Transportation

miles x .535 cents a mile for private vehicle (list other) $0.00
b. Meals:

PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] $147.50
GSA rate: $165 $382.92
c. Lodging

$ 191.46 per night x 2 $156.00
d. Registration Fees

$ 0 per person

e. Other costs (explain)

Guests $686.42

TOTAL: $686.42

8. I HEREBY REQUEST AN ADVANCE OF $686.42 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature: ~ Employee Signatures:

9. Charges to be made to line item #01 - 310-770 which has a balance of $11,592.02 as of this date.

10. This request is hereby ☐ APPROVED ☐ DENIED The Accounting Department is instructed to issue a check in the amount of $686.42 as an advance expense.

/S/
## Analysis of Meal & IE Per Diem Allowance

### State and Local Law Enforcement Training Symposium

#### City of Brownsville, Texas

**Austin, TX 78752**

- **From:** 3/21/2018 8:00 AM to 3/23/2018 5:00 PM

#### The Daily Meal & IE for:

- **Austin, TX Co $59.00**

### Meal Per Diem

<table>
<thead>
<tr>
<th>Date</th>
<th>Meal Per Diem Daily Rate</th>
<th>First Day &amp; Last Day</th>
<th>at 75% of Daily Rate</th>
<th>Total Daily Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Wednesday, March 21, 2018</strong></td>
<td>$59.00</td>
<td>$59.00</td>
<td>0.75</td>
<td>$44.25</td>
</tr>
<tr>
<td><strong>Thursday, March 22, 2018</strong></td>
<td>$59.00</td>
<td>$59.00</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td><strong>Friday, March 23, 2018</strong></td>
<td>$59.00</td>
<td>$59.00</td>
<td>0.75</td>
<td>$44.25</td>
</tr>
</tbody>
</table>

**Total Meal & IE Allowance:** $88.50 $147.50

- **Nightly Lodging from:** **Wednesday, March 21, 2018** and check out is on **Friday, March 23, 2018**
- **Wednesday, March 21, 2018** (First Day) and **Friday, March 23, 2018** (Last Day) were traveling days

---

**MODIFY ONLY THE ONES HIGHLIGHTED IN YELLOW**
CITY OF BROWNSVILLE
TRAVEL REQUEST FORM

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

TO:  FINANCE DIRECTOR

FROM: Orlando Rodriguez

DEPARTMENT Brownsville Police Department

DATE: 03/09/18

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

Albesa Calles #7464
Records Supervisor

1. Destination: Austin, Texas

2. Est. date and time leaving: 03/21/2018
Est. date and time returning: 03/23/2018

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

4. Purpose of Trip:

2018 Texas Department of Public Safety Conference on Criminal Justice Information System Reporting

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

The conference provides the most up to date Criminal and Juvenile Justice Information Systems Reporting processes to include, understand offense codes, live scan, electronic arrest reporting, CJIS Site and error resolution.

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

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

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

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

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation</td>
<td>☐</td>
</tr>
<tr>
<td>Miles</td>
<td>.535 cents</td>
</tr>
<tr>
<td>Estimated Cost to City</td>
<td>$0.00</td>
</tr>
<tr>
<td>Meals</td>
<td>☐</td>
</tr>
<tr>
<td>PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST &amp; LAST DAY OF TRAVEL]</td>
<td>$147.50</td>
</tr>
<tr>
<td>Lodging</td>
<td>☐</td>
</tr>
<tr>
<td>$191.46 per night x 2</td>
<td>GSA rate: $165</td>
</tr>
<tr>
<td>$382.92</td>
<td></td>
</tr>
<tr>
<td>Registration Fees</td>
<td>☐</td>
</tr>
<tr>
<td>$0 per person</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other costs (explain)</td>
<td>☐</td>
</tr>
<tr>
<td>$</td>
<td>TOTAL:</td>
</tr>
<tr>
<td>$530.42</td>
<td></td>
</tr>
</tbody>
</table>

8. I HEREBY REQUEST AN ADVANCE OF $530.42 FOR THE PURPOSE OF THIS TRIP.

<table>
<thead>
<tr>
<th>Department Director Signature:</th>
<th>* Employee Signatures:</th>
</tr>
</thead>
</table>

9. Charges to be made to line item # 01 - 310-770 which has a balance of $10,905.60 as of this date.

10. This request is hereby ☐ APPROVED ☐ DENIED The Accounting Department is instructed to issue a check in the amount of $530.42 as an advance expense.

/S/
## City of Brownsville, Texas

### Analysis of Meal & IE Per Diem Allowance

#### State and Local Law Enforcement Training Symposium

<table>
<thead>
<tr>
<th>Date</th>
<th>Meal Per Diem Daily Rate</th>
<th>First Day &amp; Last Day at 75% of Daily Rate</th>
<th>Total Daily Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Wednesday, March 21, 2018</strong></td>
<td>$59.00</td>
<td>$44.25</td>
<td></td>
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<tr>
<td><strong>Thursday, March 22, 2018</strong></td>
<td>$59.00</td>
<td>$59.00</td>
<td></td>
</tr>
<tr>
<td><strong>Friday, March 23, 2018</strong></td>
<td>$59.00</td>
<td>$44.25</td>
<td></td>
</tr>
</tbody>
</table>

**Total Meal & IE Allowance**: $88.50 + $59.00 = $147.50

**Nightly Lodging**: The first day was on Wednesday, March 21, 2018, and the check-out date was on Friday, March 23, 2018.

**MODIFY ONLY THE ONES HIGHLIGHTED IN YELLOW**
CITY OF BROWNSVILLE
TRAVEL REQUEST FORM

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

TO: FINANCE DIRECTOR
FROM: Orlando Rodriguez
DATE: 03/09/18
DEPARTMENT: Brownsville Police Department

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

Leslie Gonzalez # 8343
Detention Officer

1. Destination: Austin, Texas

2. Est. date and time leaving: 03/21/2018
Est. date and time returning: 03/23/2018

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

4. Purpose of Trip:

2018 Texas Department of Public Safety Conference on Criminal Justice Information System Reporting

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

The conference provides the most up to date Criminal and Juvenile Justice Information Systems Reporting processes to include, understand offense codes, live scan, electronic arrest reporting, CJIS Site and error resolution.

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

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

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

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

   a. Transportation __________________ miles x .535 cents a mile for private vehicle (list other) $0.00
   b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [ @ 75% FOR FIRST & LAST DAY OF TRAVEL] $147.50
   c. Lodging $__________ per night x GSA rate:$ $0.00
   d. Registration Fees $0 per person $0.00
   e. Other costs (explain) ____________________________ $0

   TOTAL: $147.50

8. I HEREBY REQUEST AN ADVANCE OF $147.50 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature: ____________________________ * Employee Signatures: ____________________________

9. Charges to be made to line item # 01 - 310-770 which has a balance of $10,375.18 as of this date.

10. This request is hereby ☐ APPROVED ☐ DENIED The Accounting Department is instructed to issue a check in the amount of $147.50 as an advance expense.

/S/ ____________________________

211 - Finance Department - Revised 12/2017
**City of Brownsville, Texas**

**Analysis of Meal & IE Per Diem Allowance**

State and Local Law Enforcement Training Symposium

<table>
<thead>
<tr>
<th>Date</th>
<th>Meal Per Diem Daily Rate</th>
<th>First Day &amp; Last Day at 75% of Daily Rate</th>
<th>Total Daily Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Wednesday, March 21, 2018</strong></td>
<td>Travel Date</td>
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<td>0.75</td>
</tr>
<tr>
<td><strong>Thursday, March 22, 2018</strong></td>
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</tr>
<tr>
<td><strong>Friday, March 23, 2018</strong></td>
<td>Return Date</td>
<td>$59.00</td>
<td>0.75</td>
</tr>
</tbody>
</table>

**Total Meal & IE Allowance**

| 59.00 | $ | 88.50 | 147.50 |

Nightly Lodging from: **Wednesday, March 21, 2018** and check out is on **Friday, March 23, 2018**

**MODIFY ONLY THE ONES HIGHLIGHTED IN YELLOW**
Thank you for your interest in the Texas Conference on Criminal Justice Information Systems. The schedule for the conference is listed below. The Presentations will be completed ahead of time and posted online. An email will be sent to all registered attendees with a link to the Presentations. Attendees are encouraged to print out hard copies of the Presentations to bring to the conference and follow along with the speakers. We look forward to seeing you in March and providing you with the most up to date Criminal and Juvenile Justice Information Systems Reporting processes.

### Conference Schedule

**Wednesday, March 21st**
- 12:00 pm - 5:00 pm Registration

**Thursday, March 22nd**
- 7:00 am - 5:00 pm Registration
- 8:30 am - 9:30 am General Session
- 9:45 am - 10:45 am General Session
- 11:00 am - 12:30 pm Breakout Session
- 12:30 pm - 2:00 pm Lunch
- 2:00 pm - 3:30 pm Breakout Session
- 3:45 pm - 5:15 pm Breakout Session

**Friday, March 23rd**
- 7:00 am - 12:00 pm Registration
- 8:30 am - 9:30 am General Session
- 9:45 am - 10:45 am Breakout Session
- 11:00 am - 12:00 pm Breakout Session
- 12:00 pm - 1:30 pm Lunch
- 1:30 pm - 2:30 pm Breakout Session
- 2:45 pm - 3:45 pm Breakout Session
- 4:00 pm - 5:00 pm Breakout Session
**AGENDA REQUEST FORM**

**Item Number:** 4d.

**COMMISSION MEETING DATE:** 3/20/18

**DEPT:** Police Department

**CONTACT:** Orlando Rodriguez, Chief of Police

---

**AGENDA**

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<td>Executive Session (City Attorney Only)</td>
<td>Time needed: _______</td>
<td>Time Needed: _______</td>
<td>Public Hearing</td>
<td>First Reading</td>
</tr>
<tr>
<td>Action Item: _______</td>
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<td>Contract</td>
<td>Second Reading</td>
</tr>
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<td>Grant</td>
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<td></td>
<td>✓ Action</td>
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<td></td>
<td>✓ Consent</td>
<td></td>
</tr>
</tbody>
</table>

**Brief Description of Agenda Item:**
Consideration and action to authorize Agent Joe Villareal # 4395 to attend the TTPOA SWAT Conference in Houston, Texas on April 16 - 23, 2018.

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

**REVIEWING DEPARTMENTS ONLY**

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

**ADDITIONAL COMMENTS:** (Write in advisory board or committee name and recommendation if applicable)
TTPOA Board meeting held 04/16-17/2018 is mandatory for TTPOA Regional Directors.

**City Manager Approval**

_________________________________________  Date: ________________
CITY OF BROWNSVILLE
TRAVEL REQUEST FORM

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

TO:                     DATE: 03/09/18
FINANCE DIRECTOR

FROM: Orlando Rodriguez
DEPARTMENT Brownsville Police Department

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

Joe Villarreal, III #4395
EMPLOYEE NAME
Agent
POSITION

1. Destination: Houston, Texas
2. Est. date and time leaving: 04/16/2018
   Est. date and time returning: 04/23/2018
3. Transportation mode: ☐ City Vehicle ☐ Private Vehicle ☐ Airplane (scheduled) ☐ No Transportation Cost
   4. Purpose of Trip:
      TTPOA 2018 SWAT Conference
   5. Anticipated benefit to the City for allowing this trip and how will information be disseminated? (attach additional memo as needed.)
      Regional Directors board meeting/conference.
   6. Will any costs be paid by a grant or sponsor: YES ☐ NO ☐ (List)
      TTPOA
   7. Meals & Incidental Expenses are based on a per diem M&IE rate when conducting City business away from home. Refer to the City’s TRAVEL EXPENSE POLICY for further information regarding travel on city business.

   a. Transportation: _____ miles x .535 cents a mile for private vehicle (list other) $0.00
   b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] $0.00
   c. Lodging: $___________ per night x GSA rate: $ $0.00
   d. Registration Fees: $___________ per person $0.00
   e. Other costs (explain) ____________________________________________________________ $0.00

      ____________________________________________________________ TOTAL: $0.00

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

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

Department Director Signature: * Employee Signatures:

9. Charges to be made to line item #_________ - __________________ which has a balance of $_____________________ as of this date.

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

/S/ __________________________

Orlando Rodriguez Brownsville Police Department
Joe Villarreal, III #4395 Agent
Houston, Texas

04/16/2018 04/23/2018

TTPOA 2018 SWAT Conference

Regional Directors board meeting/conference.

Meals & Incidental Expenses are based on a per diem M&IE rate when conducting City business away from home. Refer to the City’s TRAVEL EXPENSE POLICY for further information regarding travel on city business.

a. Transportation: _____ miles x .535 cents a mile for private vehicle (list other) $0.00
b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [© 75% FOR FIRST & LAST DAY OF TRAVEL] $0.00
c. Lodging: $___________ per night x GSA rate: $ $0.00
d. Registration Fees: $___________ per person $0.00
e. Other costs (explain) ____________________________________________________________ $0.00

__________________________________________________________ TOTAL: $0.00

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

Department Director Signature: * Employee Signatures:

Charges to be made to line item #_________ - __________________ which has a balance of $_____________________ as of this date.

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

/S/ __________________________
2018 SWAT Conference - Houston

4/18/2018 to 4/22/2018

When: 04/18/2018

Where: Hilton Houston North
12400 Greenspoint Drive
Houston, Texas 77060
United States

Contact: Graham Smith
graham.ttpoa@gmail.com

Online registration is available until: 4/16/2018

View Sessions »

Contact Susan Filbrant For Hotel Reservations:
Email: HOTEL RESERVATIONS
Phone: (281)788-3194

Conference Packages

Please note - Courses may be added or removed at the discretion of the TTPOA. Once registration is opened, and if a course gets rescheduled or cancelled, the registration contact will be notified via Email.

Conference Package - $150.00
Package includes: Trade Show, Breakout Session Speakers, 2 days of Break-Out Instruction and Banquet dinner. 20 Hours of TCOLEOSE credit!

Operator Package - $300.00
16 or 40 hour operator track of instruction, Breakout Session Speakers, Trade Show and Banquet dinner. Receive 20 to 40 hours of TCOLEOSE credit (depending on course selected)

Instructor Package - $300.00
Instructor certifying track, Breakout Session Speakers, Trade Show and Banquet dinner. Receive 20 to 40 hours of TCOLEOSE credit (depending on course(s) selected)

2018 Conference Schedule

Wednesday, April 18th
- April 18th is a special Conference Sponsor - Vendor Range Demo. Attendance is optional and No TCOLE credit will be given for attending.
- 1000 - 1500

Thursday, April 19th
- 0800 - 1600
- Student Registration
- Trade Show
Friday, April 20th
- 0700 - 0800 - Late Registration
- 0800 - 0845 - Trade Show Open. Annual Business Meeting/VALOR Presentation
- 0845 - 1300 - General Assembly. TCOLE credit awarded. (Attendance is Mandatory!) General Assembly will be divided into A & B Groups due to venue size. Students must attend A&B Sessions!
- 1300 - 1400 - Complimentary Lunch Buffet inside Trade Show area
- 1300 - 1600 - Trade Show and Door Prizes
- 1900 - 2100 - TTPOA Banquet

Saturday, April 21st
- 0800 - 1700 - Conference, Operator and Instructor Tracks Begin. Conclusion of each track varies with course curriculum. TCOLE credit.

Sunday, April 22nd
- 0800 - 1700 - Conference Tracks Conclude. Operator and Instructor Tracks Continue (depending on course selection/course curriculum). TCOLE credit.

Monday, April 23rd
- 0800 - 1700 - Operator and Instructor Tracks Continue (depending on course selection/course curriculum). TCOLE credit.

Tuesday, April 24th
- 0800 - 1700 - Operator and Instructor Tracks Continue (depending on course selection/course curriculum). TCOLE credit.

Wednesday, April 25th
- 0800 - 1700 - Operator and Instructor Tracks Conclude (depending on course selection/course curriculum). TCOLE credit.

All students attending the TTPOA Conference must register at the TTPOA registration table on Thursday, April 20th between 0800 and 1600. The registration table will be located at the host hotel near the Trade Show.

All students must also attend the morning Breakout Lecture Course on Friday, April 21st.
Consideration and action to authorize Officer Marco A. Huerta # 3700 to attend the NNDDA National Training Conference in Galveston, Texas on April 30 - May 5, 2018.

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

**REVIEWING DEPARTMENTS ONLY**

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<tr>
<th>Finance Department</th>
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<tbody>
<tr>
<td>Comments:</td>
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<td></td>
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</table>

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

**City Manager Approval**

_________________________________________    Date: _____________
CITY OF BROWNSVILLE
TRAVEL REQUEST FORM

This form must be included with all travel requests submitted for placement on the City Commission Agenda. Failure to do so will result in having the item pulled from the agenda. A TRAVEL EXPENDITURE REPORT form must be filled out within five (5) days after completion of travel. TRAVEL REPORTS WHICH REMAIN OUTSTANDING WILL RESULT IN SUSPENSION OF FURTHER TRAVEL UNTIL ALL REPORTS ARE COMPLETED.

TO: FINANCE DIRECTOR
DATE: 03/09/18
FROM: Orlando Rodriguez
DEPARTMENT Brownsville Police Department

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

Marco A. Huerta #3700
EMPLOYEE NAME
Officer
POSITION

1. Destination: Amarillo, Texas
2. Est. date and time leaving: 4/30/2018
   Est. date and time returning: 05/05/2018
3. Transportation mode: ☐ City Vehicle ☐ Private Vehicle ☐ Airplane (scheduled) ☐ No Transportation Cost

4. Purpose of Trip:
   NNDDA National Training Conference

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

   To serve as a board member with the National Narcotic Detector Dog Association.

6. Will any costs be paid by a grant or sponsor: YES ☐ NO ☐
   National Narcotic Detector Dog Association (NNDDA)

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

7. Calculate costs on the space below: (Private vehicle mileage: at the latest Federal Reimbursement Rate)
   Estimated Cost to the City:
   a. Transportation: _______ miles x .535 cents a mile for private vehicle (list other) $0.00
   b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] $0.00
   c. Lodging: ________ per night x GSA rate:$ $0.00
   d. Registration Fees: ________ per person $0.00
   e. Other costs (explain) ________________________________________________________________ $0.00

   TOTAL: $0.00

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

   Department Director Signature: ____________________________
   * Employee Signatures: ____________________________

9. Charges to be made to line item #__________ - ________________ which has a balance of $________________________ as of this date.

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

   /S/ __________________________________________

211 - Finance Department - Revised 12/2017
NNDDA National Training Conference Tentative Itinerary  
Amarillo, TX. April 30th through May 4, 2018

April 29th (Sunday)
Certifying Official’s Meeting 0900-1100 hours
Registration 1300-1700 hours
Hospitality Room 1800-2100 hours

April 30th (Monday)
Late Registration 0730-0830 hours
Opening Ceremonies & General Meeting 0900-1200 hours
Classroom 1300-1500 hours

May 1st (Tuesday)
Training Sites & Certification 0900-1700 hours

May 2nd (Wednesday)
Training Sites & Certification 0900-1700 hours

May 3rd (Thursday)
K-9 Troubleshooting Problems Site 0900-1200 hours
Patrol Competition 0900-1600 hours

May 4th (Friday)
Narcotic Competition TBA to Finish
Awards Banquet 1900-2200 hours

Training Sites
Police Service Dog  Explosive Detection

<table>
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<tr>
<th>New Dogs</th>
<th>Scratch Drills</th>
<th>Masking Odors</th>
<th>Tractor and Trailers</th>
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<td>Automobiles</td>
<td>Lockers</td>
<td>Hi-Med-Low Finds</td>
<td>Passive Alerts</td>
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<td>Package Searches</td>
<td>Classroom Searches</td>
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<td>Airplane Searches</td>
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**AGENDA REQUEST FORM**

**Item Number:** 4d.

**Select One:**

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<th>Presentation</th>
<th>Agenda</th>
<th>Ordinance</th>
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<td>Time Needed: ______</td>
<td>Public Hearing</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>✓ Consent</td>
<td></td>
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</table>

**Brief Description of Agenda Item:**
Consideration and action to authorize Emergency Communications Supervisor Kathleen Carrizalez # 3379 and Emergency Communications Operator Rosalva Longoria # 6076 to attend the 2018 Texas Public Safety Conference in Galveston, Texas on April 7 - 11, 2018.

**FINANCIAL:** Budgeted Y / N Matching Funds Required Y / N If yes, how mu

**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: _________________
CITY OF BROWNSVILLE
TRAVEL REQUEST FORM

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

TO: FINANCE DIRECTOR
DATE: 03/09/18

FROM: Orlando Rodriguez
DEPARTMENT Police

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

Kathleen Carrisalez #3379
Emergency Communications Supervisor

1. Destination: Galveston, Texas

2. Est. date and time leaving: 4/7/2018
Est. date and time returning: 4/11/2018

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

4. Purpose of Trip:
2018 Texas Public Safety Conference

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

The conference will host numerous workshops dealing with public safety standards, best practices for communication centers and trending Next Generation 9-1-1 issues.

6. Will any costs be paid by a grant or sponsor: YES ☐ NO ☐ (List) 
Cameron County Emergency Communications District (CCECD)

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

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

a. Transportation _______ miles x .535 cents a mile for private vehicle (list other) _______ $0.00
b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] $__________
c. Lodging $_______ per night x GSA rate: $__________
   $0.00
d. Registration Fees $__________ per person $__________
   $0.00
e. Other costs (explain) ____________________________ $__________
   $0.00

TOTAL: $__________

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

Department Director Signature: * Employee Signatures:

9. Charges to be made to line item #_____________ - _______________ which has a balance of $_____________ as of this date.

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

/S/ ____________________________________________

211 - Finance Department - Revised 12/2017
CITY OF BROWNSVILLE
TRAVEL REQUEST FORM

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

TO: FINANCE DIRECTOR
FROM: Orlando Rodriguez
DATE: 03/09/18

DEPARTMENT Police

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

Rosalva Longoria #6076 Emergency Communications Operator

1. Destination: Galveston, Texas
2. Est. date and time leaving: 4/7/2018 Est. date and time returning: 4/11/2018
3. Transportation mode: [ ] City Vehicle [ ] Private Vehicle [ ] Airplane (scheduled) [ ] No Transportation Cost

4. Purpose of Trip:
2018 Texas Public Safety Conference

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

The conference will host numerous workshops dealing with public safety standards, best practices for communication centers and trending Next Generation 9-1-1 issues.

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

Cameron County Emergency Communications District (CCECD)

Meals & Incidental Expenses are based on a per diem M&IE rate when conducting City business away from home. Refer to the City’s Travel Expense Policy for further information regarding travel on City Business.

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
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<tr>
<td>a. Transportation miles</td>
<td>$0.00</td>
</tr>
<tr>
<td>b. Meals</td>
<td>$</td>
</tr>
<tr>
<td>c. Lodging</td>
<td>$0.00</td>
</tr>
<tr>
<td>d. Registration Fees</td>
<td>$0.00</td>
</tr>
<tr>
<td>e. Other costs (explain)</td>
<td>$</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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

Department Director Signature: *
Employee Signatures:

9. Charges to be made to line item #__________ - ________ which has a balance of $__________ as of this date.

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

/S/ ____________________________________________
Message From the Presidents
**AGENDA REQUEST FORM**

Item Number: **4d.**

**COMMISSION MEETING DATE:** 3/20/18  
**DEPT:** 415  
**CONTACT:** Santana Torres

## AGENDA

### Executive Session
(City Attorney Only)
- **Time needed:** _____  
- **Action Item:** _____

### Workshop
- **Time Needed:** _____

### Presentation
- **Time Needed:** _____

### Agenda
- **Public Hearing**
- **Contract**
- **Grant**
- **Action**  
  - **Consent**

### Ordinance
- **First Reading**  
- **Second Reading**

### Brief Description of Agenda Item:
Consent to Authorize travel for Daniel H. Cervantes to attend an MSW A Course training and exam. From April 08, 2018 to April 12, 2018 in Denton, Tx.

### 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
CITY OF BROWNSVILLE
TRAVEL REQUEST FORM

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

TO: FINANCE DIRECTOR

DATE: 02/28/2018

FROM: Santana Torres

DEPARTMENT: Public Works

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

Daniel H. Cervantes

EMPLOYEE NAME

Landfill Operations Manager

POSITION

1. Destination: Denton, Texas

2. Est. date and time leaving: April 08, 2018

3. Transportation mode: Airplane (scheduled)

4. Purpose of Trip:

To attend MSW A Training Course and Exam

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

The attendance to this training will help in acquiring an MSW A license required for the Operations of the City of Brownsville Landfill.

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

7. Calculate costs on the space below:

<table>
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<tr>
<th>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>a. Transportation</td>
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<tr>
<td>miles x 50.5 cents a mile for private vehicle</td>
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<tr>
<td>Flight</td>
<td>$401.63</td>
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<td>b. Meals:</td>
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<tr>
<td>PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [75% FOR FIRST &amp; LAST DAY OF TRAVEL]</td>
<td>$280.50</td>
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<tr>
<td>c. Lodging</td>
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<tr>
<td>$134.47 per night x (1) person</td>
<td>$672.35</td>
</tr>
<tr>
<td>d. Registration Fees</td>
<td></td>
</tr>
<tr>
<td>$650.00 per person x (1) person</td>
<td>$650.00</td>
</tr>
<tr>
<td>e. Other costs (explain)</td>
<td></td>
</tr>
<tr>
<td>cab fare</td>
<td>$200.00</td>
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<tr>
<td>TOTAL:</td>
<td>$2204.48</td>
</tr>
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</table>

8. I HEREBY REQUEST AN ADVANCE OF $480.50 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature: [Signature]

Employee Signatures: [Signature]

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

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

/\ Finance Director

D:\Webdevelopment\websites\dwmx\intranet.cob.us\main\Travel_Request_Form.doc
TO: Lupe Granado – Finance Director
CC: Michael Lopez – Interim City Manager
From: Santana Torres – Public Works Director
DATE: February 23, 2018
SUBJ: Travel to Denton, TX

Attached you will find the travel request form seeking authorization for Mr. Daniel H. Cervantes, Landfill Operation Manager, to attend a training course held in Denton, Texas from April 8 – 13, 2018. The training course will allow Mr. Cervantes to obtain the Municipal Solid Waste Class “A” (MSW A) License.

The MSW “A” training course is a three(3) days prep course, with the exam the following day. This training will help him prepare to take the MSW Class “A” License exam, which will grant him the Class A MSW Operator License, a requirement by the Texas Commission on Environmental Quality (TCEQ). The MSW A License is a tool required by the State of Texas to Manage and Supervise a Disposal, Composting and Tire Facility.

Please review the information attached and let me know at your earliest convenience should you require any additional information.
City of Brownsville, Texas  
Analysis of Meal & IE Per Diem Allowance  
During Visit to Denton, Texas  

From April 08-13, 2018  
The Daily Meal & IE For Denton, TX., is $51.00  

<table>
<thead>
<tr>
<th>Date</th>
<th>Meal Per Diem Daily Rate</th>
<th>First Day &amp; Last Day at 75% of Daily Rate</th>
<th>Total Daily Allowance</th>
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<tbody>
<tr>
<td>April 8, 2018 Sunday</td>
<td>38.25</td>
<td>38.25</td>
<td>38.25</td>
</tr>
<tr>
<td>April 9, 2018 Monday</td>
<td>51.00</td>
<td>51.00</td>
<td>51.00</td>
</tr>
<tr>
<td>April 10, 2018 Tuesday</td>
<td>51.00</td>
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</tr>
<tr>
<td>April 11, 2018 Wednesday</td>
<td>51.00</td>
<td>51.00</td>
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</tr>
<tr>
<td>April 12, 2018 Thursday</td>
<td>51.00</td>
<td>51.00</td>
<td>51.00</td>
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<td>April 13, 2018 Friday</td>
<td>38.25</td>
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<td>38.25</td>
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<tr>
<td>Total Meal &amp; IE Allowance</td>
<td>280.50</td>
<td>76.50</td>
<td>280.50</td>
</tr>
</tbody>
</table>

April 08, 2018 Sunday (first day), and April 13, 2018 Friday (last day) are the traveling days.
**Brief Description of Agenda Item:**
Consent to authorize travel for Georgina Mota, to attend the OSHA Outreach Training Program from April 17-20, 2018 in San Antonio, TX.

**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: ___________
CITY OF BROWNSVILLE
TRAVEL REQUEST FORM

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

TO: FINANCE DIRECTOR
DATE: 02/26/18

FROM: Santana Torres
DEPARTMENT: Public Works

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

Georgina Mota
EMPLOYEE NAME
Supervisor / Safety Officer

1. Destination: San Antonio, Tx
2. Est. date and time leaving: April 16, 2018
Est. date and time returning: April 20, 2018
3. Transportation mode:
   ☑ City Vehicle
   ☐ Private Vehicle
   ☐ Airplane (scheduled)
   ☐ No Transportation Cost

4. Purpose of Trip:
   To attend a Trainer Course in OSHA Standards for General Industry

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

   After taking this course Ms. Mota will be a Certified OSHA Trainer. She will be able to teach General Industry classes (10 - 30 hour Programs) which would be very helpful to Public Works and the City.

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

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

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

   a. Transportation: _________ miles x .545 cents a mile for private vehicle

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

   c. Lodging: $129.99 per night x 4

   d. Registration Fees: $________ per person

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

   TOTAL: $807.96

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

   Estimated Cost to the City:

   Transportation:

   Meals:

   Lodging:

   GSA rate:

   Registration Fees:

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

   TOTAL:

8. I HEREBY REQUEST AN ADVANCE OF $288.00 FOR THE PURPOSE OF THIS TRIP.

   Department Director Signature: ____________________________

   Employee Signature: ____________________________

   Georgina Mota

9. Charges to be made to line item #44-424 - 770 which has a balance of $1,246.00 as of this date.

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

   IS/ ____________________________

211 - Finance Department - Revised 1/2018
City of Brownsville, Texas  
Analysis of Meal & IE Per Diem Allowance  
During Visit to San Antonio, Texas  

From April 16-20, 2018  
The Daily Meal & IE For San Antonio, TX., is $84.00  

<table>
<thead>
<tr>
<th>Date</th>
<th>Meal Per Diem Daily Rate</th>
<th>First Day &amp; Last Day at 75% of Daily Rate</th>
<th>Total Daily Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 16, 2018</td>
<td>Monday</td>
<td>48.00</td>
<td>48.00</td>
</tr>
<tr>
<td>April 17, 2018</td>
<td>Tuesday</td>
<td>64.00</td>
<td>64.00</td>
</tr>
<tr>
<td>April 18, 2018</td>
<td>Wednesday</td>
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<td>April 19, 2018</td>
<td>Thursday</td>
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</tr>
<tr>
<td>April 20, 2018</td>
<td>Friday</td>
<td>48.00</td>
<td>48.00</td>
</tr>
</tbody>
</table>

Total Meal & IE Allowance: 192.00  
96.00  
288.00  

April 16, 2018 Monday (first day), and April 20, 2018 (last day) are traveling days.
Attached you will find the travel request form seeking authorization for Mrs. Georgina Mota, Greens Division Supervisor, to attend a training course held in San Antonio, TX from April 17-20, 2018. The training course will allow Mrs. Mota to become a trainer in the OSHA Outreach Training Program.

The trainer course is designed for individuals who are interested in teaching the OSHA 10 or 30 hour General Industry safety and health Outreach training program to their employees and other interested groups. Having Mrs. Mota certified to become a trainer is a great advantage, this will allow Mrs. Mota to offer in house OSHA standard safety trainings. It will help Mrs. Mota as she visits Public Works work sites, to spot potential hazards and to make appropriate changes cutting back on injuries, equipment damages and costly workmans comp. claims. After visiting work sites Mrs. Mota will put together and hold safety meetings specifically formulated to meet the crews needs based on job site, type of job, man power, equipment, etc.

Please review the information attached and let me know at your earliest convenience should you require any additional information.
**AGENDA REQUEST FORM**

**Item Number:** 4e.

**COMMISSION MEETING DATE:** 03/06/2018  
**DEPT:** ENGINEERING  
**CONTACT:** CARLOS LASTRA, P.E.

### AGENDA

| Select One: |  
| --- | --- | --- | --- | --- |
| Executive Session (City Attorney Only) | Workshop | Presentation | Agenda | Ordinance |
| Time needed: ______ | Time Needed: ______ | Time Needed: ______ | _Public Hearing_ | _First Reading_ |
| Action Item: ______ |  |  | _Contract_ | _Second Reading_ |
|  |  |  | _Grant_ |  |
|  |  |  | ✓ _Action_ |  |
|  |  |  | _Consent_ |  |

### Brief Description of Agenda Item:

APPROVAL on SECOND on FINAL READING ON ORDINANCE NUMBER 2018-1640 TO AUTHORIZE THE CITY MANAGER TO ABANDON AND CLOSE A 16' ALLEY ADJACENT TO LOTS 1, 2 AND 3 BLOCK 1 LOS EBANOS ADDITION.

### 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)

THE CITY OF BROWNSVILLE WILL OBTAIN FAIR MARKET VALUE IN THE AMOUNT OF $20,000.00 FOR THE ALLEY TO BE ABANDONED AND CLOSED AS DETERMINED BY AN INDEPENDENT APPRAISER. THE CITY OF BROWNSVILLE WILL RETAIN A UTILITY EASEMENT OVER THE ENTIRE ALLEY TO BE ABANDONED. APPROVAL IS RECOMMENDED.

---

**City Manager Approval**  
_______________________________  
Date: ___________________
ORDINANCE NO. 2018-1640

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO ABANDON AND CLOSE A 16’ ALLEY ADJACENT TO LOTS ONE (1), TWO (2) AND THREE (3), BLOCK 1, LOS EBANOS ADDITION, IN THE CITY OF BROWNSVILLE, CAMERON COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 6, PAGE 40, MAP RECORDS OF CAMERON COUNTY, TEXAS

WHEREAS, the City of Brownsville is a home-rule city incorporated under and operating under the general laws of this State; and

WHEREAS, Texas Transportation Code Chap. 311.007, as amended, authorized any such city or town to vacate, abandon, and close any street, alley or easement in such city or town; and

WHEREAS, CVK Properties, LLC, a Texas Limited Liability Company, property owner adjoining the alley described above, has petitioned the Brownsville City Commission to abandon and close said 16’ alley adjacent to Lots one (1), two (2) and three (3), Block 1, Los Ebanos Addition, in the City of Brownsville, Cameron County, Texas, according to the map recorded in Volume 6, Page 40, Map Records of Cameron County, Texas. Said alley is also described as a 0.080 acre tract of land consisting of 3,499.2 sq.ft.;

WHEREAS, CVK Properties has agreed to pay adequate consideration in the amount of $20,000 for the alley to be abandoned and closed, as determined by an independent certified appraiser, with said 16’ alley described in exhibits A & B attached to this ordinance;

WHEREAS, the City Commission believes and so finds that it would serve the best interest of the City of Brownsville, Texas, to abandon and close said 16’ alley (exhibits A & B) for adequate consideration to be paid in the amount of $20,000 to the City of Brownsville by CVK Properties. The City of Brownsville will retain an utility easement over the entire 16’ alley to be abandoned and closed;

WHEREAS, the City Commission called a public hearing on the proposed closing and abandonment of said 16’ alley, to be held in the Commission Chamber at City Hall.
NOW THEREFORE BE IT ORDAINED BY THE CITY OF BROWNSVILLE:

Section 1. Under and by virtue of the powers vested in it by the Constitution and laws of the State of Texas, hereby abandons and closes a 16’ alley adjacent to Lots one (1), two (2) and three (3), Block 1, Los Ebanos Addition, in the City of Brownsville, Cameron County, Texas, according to the map recorded in Volume 6, Page 40, Map Records of Cameron County, Texas, with said 16’ alley more fully described in exhibits A & B attached to this ordinance.

Section 2. The City Commission finds and declares that it is in the best interest of all the citizens of the City of Brownsville that said 16’ alley be abandoned and closed.

Section 3. That the City of Brownsville, Texas, hereby expressly reserves and retains an utility easement over the entire alley to be abandoned and closed (exhibits A & B) for utility purposes located over, under and across said 16’ alley to be abandoned and closed which it now has, together with the right of ingress thereto and to replace any and all pipelines, electric lines, gas lines, sewer lines, and all other facilities relating to or connected with said 16’ alley for utility purposes, as aforesaid.

Section 4. Said 16’ alley is not needed for public purposes, except for the retained easement as described in Section 3, and it is in the public interest of the City of Brownsville to close and abandon said 16’ alley (exhibits A & B) in exchange for consideration totaling $20,000 to be paid to the City of Brownsville by CVK Properties, adjacent property owner. The abandonment provided herein shall extend only to the public right, title and easement in and to the tract of land described in this ordinance and shall be construed only to that interest the governing body of the City of Brownsville may legally and lawfully abandon.

Section 5. That Michael L. Lopez, Interim City Manager, is hereby authorized and directed to convey by quitclaim deed all of the interest of the City of Brownsville in and to said 16’ alley (exhibits A & B), except for the retained easement over the entire portion of alley to be abandoned and closed as described in Section 3 of this ordinance as per exhibits set forth as A & B, attached to this ordinance.
Section 6. This Ordinance shall be in full force and effect from and after its final passage, approval, and publication, as provided by the Charter of the City of Brownsville and the laws of the State of Texas.

INTRODUCED AND PASSED to the First Reading on the _______ day of _________________. 2018.

Passed to the Second and Final Reading and Approved on this the_______ day of ___________________, 2018.

________________________________________
Antonio “Tony” Martinez
Mayor

Attest:

_________________
Griselda Rosas
City Secretary

APPROVED AS TO FORM:

_________________
City Attorney
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOU DRIVER’S LICENSE NUMBER

QUIT CLAIM DEED

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF CAMERON §

That the CITY OF BROWNSVILLE (1001 E. Elizabeth Street, Brownsville, Cameron County, Texas 78520), GRANTOR, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other valuable consideration to it in hand paid by CVK PROPERTIES, LLC, a Texas Limited Liability Company (805 Media Luna Suite 400, Brownsville, Cameron County, Texas 78520), GRANTEE (whether one or more), the receipt of which is hereby acknowledged and confessed, has quitclaimed, and by these presents does quitclaim unto CVK PROPERTIES, LLC, its heirs, successors and assigns, all of its right, title and interest in and to the following 16’ alley described as a 0.080 acre tract of land (3,499.2 sq.ft.), and located adjacent to lots one (1), two (2) and three (3) Block 1, Los Ebanos Addition, in the City of Brownsville, Cameron County, Texas, according to the map recorded in Volume 6, Page 40, Map Records of Cameron County, Texas, and as described in exhibits “A” & “B” attached to this document. The City of Brownsville will retain an utility easement over the entire 16’ alley to be abandoned as described above, and with said tract of land situated in Cameron County, Texas, to wit:
TO HAVE AND TO HOLD all of its right, title, and interest in
and to the above described property and premises unto the said
GRANTEE. In TESTIMONY WHEREOF, WITNESS, my hand, on this
_______ day of ____________, 2018.

BY: CITY OF BROWNSVILLE, TEXAS

______________________________
Michael L. Lopez, Interim City Manager

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF CAMERON

BEFORE ME, the undersigned authority, on this day personally
appeared Michael L. Lopez, Interim City Manager of the City of Brownsville, Texas,
known to me to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he executed the same as the act and
deed of the City of Brownsville for the purposes and consideration therein
expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this
the______ day ____________, 2018

______________________________
By: Notary Public, State of Texas
METES AND BOUNDS
0.080 ACRE
3,499.2 SF

BEING 0.080 ACRE (3,499.2 Sq. Ft.) of land, more or less, being the alley surrounded by Lots 1, 2 and 3, Los Ebanos Addition, a plat filed for record in the Cameron County Map Records in Volume 6, Page 40, in the City of Brownsville, Cameron County, Texas, and said 0.080 Acre (3,499.2 Sq. Ft.) tract being more particularly described as follows:

BEGINNING at the intersection of the East right of way line of Ringgold Street (ROW varies) and the North boundary line of Lot 1, Block 1, Los Ebanos Addition, said point being the Northwest corner of said Lot 1, Block 1;

THENCE along the East right of way line of said Ringgold Street, North 43 deg. 51 min. West, 16.00 feet to a point on the Southwest corner of Lots 3, Block 1, Los Ebanos Addition for the Northwest corner of the tract herein described;

THENCE leaving the East right of way line of the said Ringgold Street and along the South boundary line of Lot 3, Block 1, Los Ebanos Addition, North 46 deg. 09 min. East, 222.75 feet to a point on the West right of way line of Sunset Drive (50.0 ft. ROW) on a curve to the left having a radius of 311.51 feet for the Northeast corner of the tract herein described;

THENCE leaving the South boundary line of Lot 3, Block 1, Los Ebanos Addition and along the West right of way line of Sunset Drive right of way on the curve to the left with a radius of 311.51 feet and a central angle of 3 deg. 16 min. 56 sec., an arc distance of 17.84 feet (Ch = N 26 deg. 15 min. 55 sec. E., 17.84 ft.) to a point on the North boundary line of Lot 2, Block 1, Los Ebanos Addition, at the Northeast corner of said Lot 2, Block 1, for the Southeast corner of the tract herein described;

THENCE along the said North boundary line of Lots 1 and 2, Block 1, Los Ebanos Addition, South 46 deg. 09 min. West, 214.85 feet to the PLACE OF BEGINNING, containing 0.080 Acres (3,499.2 Sq. Ft.) of land, more or less.

All dimensions are in feet and decimals thereof.

Oscar A. Chavez, PE/RPLS
Chavez Automated Design Consultants Corp.
BEING 0.080 ACRE (3,499.2 SQ. FT.) OF LAND, MORE OR LESS, BEING THE ALLEY SURROUNDED BY LOTS 1, 2 AND 3, LOS EBANOS ADDITION, A PLAT FILED FOR RECORD IN THE CAMERON COUNTY MAP RECORDS IN VOLUME 6, PAGE 40, IN THE CITY OF BROWNSVILLE, CAMERON COUNTY, TEXAS.

CURVE DELTA RADIUS
C1 3'16"56' 311.51' LENGTH TANGENT CHORD CHORDLEN
17.84' 8.92' N26°15'55"E 17.84'
HIGHEST AND BEST USE: Based upon the preceding analysis and discussion, the highest and best use of the subject site, as vacant, is for continued use as a public alley or to be used by an adjacent property owner.

MARKET VALUE CONCLUSION: The concluded market value of the fee simple estate interest in the subject property, as of May 12, 2017, is $20,000 or $5.71 per square foot of net land area. The calculations utilized in determining the value of subject are as follows:

<table>
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<tr>
<th>Component</th>
<th>Land Area</th>
<th>Unit Value</th>
<th>Indicated Value</th>
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<tbody>
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<td>Alley &amp; Apartment Site</td>
<td>33,890 SF</td>
<td>$5.00/SF</td>
<td>$169,450</td>
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<tr>
<td>Apartment Site</td>
<td>30,390 SF</td>
<td>$5.00/SF</td>
<td>$151,950</td>
</tr>
<tr>
<td>Value to Alley</td>
<td>3,500 SF</td>
<td>$5.00/SF</td>
<td>$17,500</td>
</tr>
<tr>
<td>Plus Paving*</td>
<td>3,500 SF</td>
<td>$2.50/SF</td>
<td>$8,750</td>
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<tr>
<td>Total Value of Alley</td>
<td>3,500 SF</td>
<td>$7.50/SF</td>
<td>$26,250</td>
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<tr>
<td>Less 25.00% Discount for Limited Use</td>
<td>-$1.88/SF</td>
<td>-$6,563</td>
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<tr>
<td>Indicated Market Value of Alley</td>
<td>$5.62/SF</td>
<td>$19,687</td>
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<tr>
<td>Rounded to</td>
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<td>$5.71/SF</td>
<td>$20,000</td>
</tr>
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</table>

*The alley was paved by the owner of the adjacent Villa Marquis Apartments

EXPOSURE TIME: The exposure time related to the appraised property is considered to be within twelve months.

Thank you for the opportunity to be of service in this important appraisal matter. If I may be of further assistance, please contact my firm.

Respectfully submitted,
RGV Appraisal Services, LLC

[Signature]

Brian D. Cade, MAI
State Certified General
Real Estate Appraiser
TX-1326615-G
CAMERON COUNTY INVITATION

A Counties is requesting Applications for the following, which REFERENCED ON ENVELOPE, “APPLICATIONS FOR OSITORY CONTRACTS # 1222” - 5:00 p.m.

1222 Applications for Depository Contracts (Bank Depository Services)

Q=Quarterly B=Bid RFP=Proposal RFO=Qualifications

Applications are available from Beverly Findlay at 956/544-0871 by Purchasing Department or web site - Bids & Specs. Tab co.cameron.tx.us/administration/purchasing_department/bid_and_addns_and_tabs.php

Submittals should contain the REFERENCE “ATTN: FOR BANK DEPOSITORY CONTRACTS # 1222” OUTSIDE OF YOUR RETURN ENVELOPE and must be no later than 5:00 pm, Wednesday, January 4, 2017 to the Judge’s Office - Cameron County Courthouse (Building) 1100 E. Monroe St., 2nd Floor, Brownsville.

Applications will be opened at the Cameron County Office, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department - 3rd Floor - Room # 345 on the same date. All interested parties are invited to attend this Cameron County is an Equal Employment Opportunity and expressly reserves the right to accept or reject all submittals and may waive formalities.

10/23/2016

COUNTY OR BIDS COUNTY FOR DIVISION WATERLINE UPGRADE CONTRACT No. 7215060

10. 7215060. Materials for the Las Palmas Mobile Estates Division are available from the Purchasing Department no later than November 8, 2016 and sent to the Cameron County Purchasing Department, Suite 345, Brownsville, TX 78520. Bids will be 1:01 a.m. on deadline date. Bids must include one (1) original contract. Sealed ReBid #150901, Las Palmas Mobile Home Division.

FOR INSTALLATION IS INCLUDED IN THIS BID, quantities

<table>
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<tr>
<th>DESCRIPTIONS</th>
<th>UNITS</th>
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<tr>
<td>red Equal</td>
<td>4990</td>
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<tr>
<td>red Equal</td>
<td>1 EA.</td>
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<tr>
<td>red Equal</td>
<td>3 EA.</td>
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<tr>
<td>red Equal</td>
<td>1 EA.</td>
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3 LOTS FOR SALE

Brownsville Irrigation District has a 3 Lots for sale, being lot 17 & 18 block 4 Dunlap Subdivision and lot 5 block 4. A” Harbor Heights Subdivision Section 1, in Brownsville, Texas. Starting bid for lots 17 & 18 block 4 Dunlap Subdivision is $14,000 and the starting bid for lot 5 block 4 A” Harbor Heights Subdivision Section 1 is $42,000.

Persons interested in bidding on said lots may obtain a more particular description from the Brownsville Irrigation District office at 6925 Coffee Port Road, Brownsville, TX 78521 or (956) 831-8482. Please submit written bids to Arturo Caballo Jr., General Manager of the District and before 5 p.m. November 10, 2016. The bids will be opened on the Board Meeting to be held on November 11, 2016 at 9:00 am at the District’s Office. The District reserves the right to reject all such Bids.

10/16/2016, 10/23/2016

Notice of Proposed Alley Abandonment

Notice is hereby given to all interested persons, that:

The City of Brownsville is considering abandoning and closing a 16’ alley adjacent to lots 1 and 2, Block 1, Los Ebanos Addition, located between Ringold Street and Sunset Drive, behind the apartment complex at 1717 Palm Boulevard.

Before presenting this proposed alley abandonment in a public meeting (City Commission), we are requesting written comments from residents in the area or any other interested party.

Written Comments may be addressed to: J. Eduardo Santillan, R/W-NAC Right-of-Way Acquisition Specialist City of Brownsville Engineering Dept. 404 E. Washington St. Brownsville, TX 78520

For further information please call the Engineering Department at (956) 541-1012 (Para una explicacion en Espanol, favor de llamar al (956) 541-1012)

10/23/2016

CAMERON AND WILLACY COUNTIES COMMUNITY PROJECTS, INC.

IS SOLICITING SEALED BIDS FOR A MAIN OFFICE IN BROWNSVILLE, TEXAS. SPECIFICATIONS MAY BE PICKED UP AT 1144 PROFESSIONAL DR. BETWEEN 8:00 A.M. TO 12:00 P.M. AND 1:00 P.M. TO 5:00 P.M. MONDAY THROUGH FRIDAY, OR CALL 956-544-6411 FOR A BID PACKET.

SEALED BIDS WILL BE OPENED ON MONDAY, NOVEMBER 7, 2016, 2:00 P.M. AT THE ABOVE ADDRESS. WE RESERVE THE RIGHT TO REJECT ANY OR ALL BIDS.

CWCCP, INC. IS AN EQUAL OPPORTUNITY EMPLOYMENT OPPORTUNITY EMPLOYER

CAMERON AND WILLACY COUNTIES COMMUNITY PROJECTS, INC.
June 15, 2016

Carlos Lastra  
Engineering City of Brownsville  
404 E Washington  
Brownsville, TX 78520  
RE: Alley between Ringgold St and Sunset Dr

Dear Mr. Lastra,

We are requesting to acquire the rights for the alley between Ringgold St and Sunset Dr next to Lot 1 and Lot 2 Block 1 Los Ebanos and Lot 3 and Lot 4 Block 1 Los Ebanos addition to the City of Brownsville. We will provide an easement and access to required services on this property. Please let us know what is required to complete this request. For any matter regarding this request, please feel free to contact Primitivo Garza at (956) 372-5035. Thanks.

Regards,

[Signature]

JAIME ALARDIN

ORIGOWORKS

805 Media Luna St., Suite 500, Brownsville, TX 78520  
956 574-9373 t.  956 778-0185 c.  origoworks.com
Date: December 20th, 2016

Re: Alley between Sunset Dr. and Ringgold St - Rights acquisition

To Whom It May Concern:

This letter is to inform you that I have no interest to acquire the rights for the Alley located between Sunset Dr. and Ringgold St. next to Lot 1 and Lot 2 Block 1 Los Ebanos and Lot 3 and Lot 4 Block 1 Los Ebanos addition. If anyone is interested on acquiring the rights for this alley I will have no objection on them to pursue this acquisition. Thank you in advance for your attention to this letter.

Please feel free to contact our offices should there be any questions or comments.

Sincerely,

[Signature]

Rogelio Contreras
15 Sunset Dr.
Brownsville, TX 78520
AGENDA REQUEST FORM

Item Number: 4f.

COMMISSION MEETING DATE: 03/06/2018

DEPT: ENGINEERING CONTACT: CARLOS LASTRA, P.E.

AGENDA

<table>
<thead>
<tr>
<th>Select One:</th>
<th></th>
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<th></th>
<th></th>
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<tr>
<td>Executive Session (City Attorney Only)</td>
<td>Workshop</td>
<td>Presentation</td>
<td>Agenda</td>
<td>Ordinance</td>
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<tr>
<td>Time needed: ______</td>
<td>Time Needed: ______</td>
<td>Time Needed: ______</td>
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<td>First Reading</td>
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<tr>
<td>Action Item: ______</td>
<td></td>
<td></td>
<td></td>
<td>Second Reading</td>
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</table>

Brief Description of Agenda Item:

APPROVAL on SECOND on FINAL READING ON ORDINANCE NUMBER 2018-1641 TO AUTHORIZE THE CITY MANAGER TO ABANDON AND CLOSE A PORTION OF JO ANNE LANE RIGHT-OF-WAY ADJACENT TO LOT 23, LOMITA SUBDIVISION.

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)

THE CITY OF BROWNSVILLE WILL OBTAIN FAIR MARKET VALUE IN THE AMOUNT OF $7,500 FOR THE PORTION OF UNIMPROVED RIGHT-OF-WAY TO BE ABANDONED AND CLOSED AS DETERMINED BY AN INDEPENDENT APPRAISER. THE CITY OF BROWNSVILLE WILL RETAIN A UTILITY EASEMENT OVER THE ENTIRE RIGHT-OF-WAY TO BE ABANDONED. APPROVAL IS RECOMMENDED.

City Manager Approval

__________________________________________ Date: ________________
ORDINANCE NO. 2018-1641

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, AUTHORIZING THE CITY MANAGER TO ABANDON AND CLOSE A PORTION OF JO ANNE LANE RIGHT-OF-WAY DESCRIBED AS A 0.067 ACRE TRACT ADJACENT TO LOT 23, LA LOMITA SUBDIVISION SECTION I, AS RECORDED IN VOLUME 24, PAGE 21, MAP RECORDS OF CAMERON COUNTY, TEXAS

WHEREAS, the City of Brownsville is a home-rule city incorporated under and operating under the general laws of this State; and

WHEREAS, Texas Transportation Code Chap. 311.007, as amended, authorized any such city or town to vacate, abandon, and close any street, alley or easement in such city or town; and

WHEREAS, Mr. Ricardo H. Rodriguez, adjacent property owner, has petitioned the Brownsville City Commission to abandon and close a portion of Jo Anne Lane right-of-way described as a 0.067 acre tract adjacent to Lot 23, La Lomita Subdivision, Section I, as recorded in Volume 24, Page 21, Map Records of Cameron County, Texas;

WHEREAS, Mr. Ricardo H. Rodriguez has agreed to pay adequate consideration in the amount of $7,500.00 for the right-of-way to be abandoned and closed, as determined by an independent certified appraiser;

WHEREAS, the City Commission believes and so finds that it would serve the best interest of the City of Brownsville, Texas, to abandon and close said portion of Jo Anne Lane right-of-way described as a 0.067 acre tract (exhibits A & B) for adequate consideration to be paid in the amount of $7,500.00 to the City of Brownsville by Mr. Ricardo H. Hernandez;

WHEREAS, the City of Brownsville will retain an utility easement over the entire 0.067 tract of land to be abandoned and closed;

WHEREAS, a portion of a 30’ private road within the area of abandonment, as shown on the recorded plat of La Lomita Subdivision Section I, is not part of, or included in this abandonment;

WHEREAS, the City Commission called a public hearing on the proposed closing and abandonment of said portion of Jo Anne Lane right-of-way, to be held in the Commission Chamber at City Hall.

NOW THEREFORE BE IT ORDAINED BY THE CITY OF BROWNSVILLE:

Section 1. Under and by virtue of the powers vested in it by the Constitution and laws of the State of Texas, hereby abandons and closes a portion of Jo Anne Lane right-of-way
described as a 0.067 acre tract adjacent to Lot 23, La Lomita Subdivision Section I, as recorded in Volume 24 Page 21, Map Records of Cameron County, Texas, and more fully described in exhibits A & B attached to this ordinance.

Section 2. The City Commission finds and declares that it is in the best interest of all the citizens of the City of Brownsville that said portion of Jo Anne Lane right-of-way described as a 0.067 acre tract be abandoned and closed.

Section 3 That the City of Brownsville, Texas, hereby expressly reserves and retains an utility easement over the entire 0.067 acre tract, for utility purposes located or to be located over, under and across said Jo Anne Lane right-of-way to be abandoned and closed which it now has, together with the right of ingress thereto and to replace any and all pipelines, electrical lines, gas lines, sewer lines, and all other facilities relating or connected with said retained utility easement for utility purposes, as aforesaid.

Section 4. Said portion of Jo Anne Lane right-of-way is not needed for public purposes, and it is in the public interest of the City of Brownsville to close and abandon a portion of said right-of-way described as a 0.067 acre tract (exhibits A & B), in exchange for consideration totaling $7,500.00 to be paid by Ricardo H. Rodriguez to the City of Brownsville. The abandonment provided herein shall extend only to the public right, title and easement in and to the tracts of lands described in this ordinance and shall be construed only to that interest the governing body of the City of Brownsville may legally and lawfully abandon.

Section 5 That Michael L. Lopez, Interim City Manager, is hereby authorized and directed to convey by quitclaim deed all of the interest of the City of Brownsville in and to said portion of Jo Anne Lane right-of-way described as a 0.067 acre tract (exhibits A & B), except for any retained easements as described in Section 3 of this ordinance.

Section 6 This Ordinance shall be in full force and effect from and after its final passage, approval, and publication, as provided by the Charter of the City of Brownsville and the laws of the State of Texas.

INTRODUCED AND PASSED to the First Reading on the ______ day of ________________, 2018.

Passed to the Second and Final Reading and Approved on this the ______day of ________________, 2018.

__________________________
Antonio “Tony” Martinez
Mayor

Attest: Approved as to form:

__________________________  ____________________
Griselda Rosas  City Attorney
City Secretary
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOU DRIVER’S LICENSE NUMBER

QUIT CLAIM DEED

THE STATE OF TEXAS §

§ KNOW ALL MEN BY THESE PRESENTS

COUNTY OF CAMERON §

That the CITY OF BROWNSVILLE (1001 E. Elizabeth Street, Brownsville, Cameron County, Texas 78520), GRANTOR, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other valuable consideration to it in hand paid by

RICARDO H. RODRIGUEZ (255 Jo Anne Lane, Brownsville, Cameron County, Texas 78520), GRANTEE (whether one or more), the receipt of which is hereby acknowledged and confessed, has quitclaimed, and by these presents does quitclaim unto RICARDO H. RODRIGUEZ, his heirs, successors and assigns, all of its right, title and interest in and to the following portion of Jo Anne Lane right-of-way described as a 0.067 acre tract of land, located adjacent to Lot 23, La Lomita Subdivision Section I, in the City of Brownsville, Cameron County, Texas, according to the map recorded in Volume 24, Page 21, Map Records of Cameron County, Texas, and as described in exhibits “A” & “B” attached to this document. The City of Brownsville will retain an utility easement over the entire 0.067 acre tract of land to be abandoned as described above. A portion of a 30’ private road as shown on exhibit B, and on the Recorded Plat of La Lomita Subdivision Section I is not part and is not included in this document. Said 0.067 tract of land situated in Cameron County, Texas, to wit:

____________________________________________________________________________________
TO HAVE AND TO HOLD all of its right, title, and interest in and to the above described property and premises unto the said GRANTEE. In TESTIMONY WHEREOF, WITNESS, my hand, on this _______ day of ______________, 2018.

BY: CITY OF BROWNSVILLE, TEXAS

_____________________________________
Michael L. Lopez, Interim City Manager

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF CAMERON

BEFORE ME, the undersigned authority, on this day personally appeared Michael L. Lopez, Interim City Manager of the City of Brownsville, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the City of Brownsville for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the______ day ______________, 2018

By: ___________________________________
    Notary Public, State of Texas
EXHIBIT A

Metes and Bounds
0.067 Acre Tract

Being a 0.067 Acre tract of land out of Jo Anne Lane right-of-way of La Lomita Subdivision, a subdivision in the City of Brownsville, Cameron county, Texas, according to the map or plat thereof recorded in Volume 24, Page 21, map records of Cameron County, Texas. Said 0.067 acre tract being more particularly described as follows:

Commencing at the Southwest corner of La Lomita Subdivision on the South right-of-way of Jo Anne Lane North 59°52'00" East a distance of 25.0 feet to a ½" iron rod set along the South Boundary line of La Lomita Subdivision and the centerline of Jo Anne Lane for the Southwest corner of this 0.067 acre tract and Place of Beginning of this tract;

Thence, continuing along the centerline of Jo Anne Lane North 30°31'00" West a distance of 116.22 feet to a ½" iron rod set for the Northwest corner of this tract;

Thence, leaving the centerline of Jo Anne Lane North 59°35'00" East a distance of 25.0 feet to a ½" iron rod set on the North right-of-way of Jo Anne Lane and South property line of Lot 23 La Lomita Subdivision for the Northeast corner of this tract;

Thence, along the North right-of-way of Jo Anne Lane and South property line of said Lot 23 South 30°31'00" East a distance of 116.35 feet to ½" iron rod found along the North right-of-way line of Jo Anne Lane and South boundary line of La Lomita Subdivision for the Southeast corner of this tract;
Thence, leaving the North right-of-way line of Jo Anne Lane and continuing along the South boundary line of La Lomita Subdivision South 59°52'00" East a distance of 25.00 feet to a ½" iron rod set on the centerline of Jo Anne Lane also on South boundary of La Lomita Subdivision and Place of Beginning; containing 0.067 acres of land, more or less.

Edmundo R. Gonzalez Jr.
Registered Professional Land Surveyor No. 3732
FLOOD ZONE:

This property lies in Flood Zone "C" as per the F.I.A.
Flood insurance Rate Map of Community Panel No.
480103 0020 B, Effective December 1, 1978.

"The undersigned hereby certifies that this survey, as described hereon, was made on the ground on 9/1/2017, that the only improvements on the ground are as shown; that there are no visible encroachments, visible overplings, apparent conflicts, or visible easements, except as shown hereon," substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors.
12/26/2017

Ricardo Rodriguez
255 JoAnn
Brownsville, TX 78521

Re: Property: 25' ROW JoAnn Ln
Brownsville, TX 78520-4524
Borrower: Ricardo Rodriguez
File No.: 20171202

Opinion of Value: $ 7,500
Effective Date: 12/18/2017

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,

Tina Diaz
Certified Residential Appraiser
License or Certification #: 1338173-R
State: TX Expires: 10/31/2018
tinadiaz@hotmail.com
(This page is intentionally left blank)
**AGENDA REQUEST FORM**

**Item Number:** 4g.

**COMMISSION MEETING DATE:** 3/20/18

**DEPT:** Parks & Recreation  
**CONTACT:** Damaris McGlone

### AGENDA

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|  |  |  | First Reading  
|  |  |  | Second Reading  |

**Brief Description of Agenda Item:**

Approval on SECOND and FINAL READING of Ordinance Number 2018-1603-A to amend Chapter 2, Article IV, Division 4, Section 2-367 regarding the Bicycle and Pedestrian Advisory Committee members' terms.

**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
**AGENDA REQUEST FORM**

**Item Number:** 4h.

**COMMISSION MEETING DATE:** 3/20/18  
**DEPT:** Planning  
**CONTACT:** Constanza Miner

### AGENDA

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- Contract  
- Grant  
- Action  
- Consent | First Reading  
- Second Reading |
| Workshop | Time needed: _____ | Time Needed: _____ | | |
| Presentation | Time needed: _____ | Time Needed: _____ | | |

**Brief Description of Agenda Item:**

APPROVAL on SECOND and FINAL READING on ORDINANCE NUMBER 235-2017-081-S: To allow a wireless communication facility, a General Retail (4C) use, in General Retail “H” (4CH) for Lots 4, 5, and 6 of Block 46-A, Stillman Extention Brownsville, located near the corner of West Elizabeth Street and West 3rd Street, Brownsville, Texas, 78520, as shown in Exhibit "A" (District 4)

**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)

On March 1, 2018 the Planning and Zoning Commission voted unanimously to recommend approval.

---

**City Manager Approval**  
________________________________________  
Date: ________________
**AGENDA REQUEST FORM**

**Item Number:** 4i.

**COMMISSION MEETING DATE:** 3/20/18  
**DEPT:** Planning  
**CONTACT:** Constanza Miner

**AGENDA**

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**Brief Description of Agenda Item:**

APPROVAL on SECOND and FINAL READING on ORDINANCE NUMBER 235-2018-001: To rezone from Light Retail “G” (2CG) to General Retail “G” (4CG) for the East 90.5 feet of Lot 3, Block 21, Adrean Acres Subdivision, Cameron County, Texas, located at 4416 Boca Chica Boulevard, Brownsville, Texas 78521, as shown in Exhibit “A” (District 1)

**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)

On March 1, 2018 the Planning and Zoning Commission voted unanimously to recommend approval.

---

**City Manager Approval**

_________________________________________  Date: __________

---
(This page is intentionally left blank)
APPROVAL on SECOND and FINAL READING on ORDINANCE NUMBER 235-2018-004-CO: To rezone from General Retail “G” (4CG) to Medium Commercial “G” (6CG-CO) for Lots 4, 5, 6, 7, and 8, 777 Commercial Subdivision, Cameron County, Texas, located at 7077 North Expressway 77, Olmito, Texas 78575, as shown in Exhibit “A” (District 3)

On March 1, 2018 the Planning and Zoning Commission voted unanimously to recommend approval.
(This page is intentionally left blank)
AGENDA REQUEST FORM

Item Number: 4k.

COMMISSION MEETING DATE: 3/20/18
DEPT: Planning CONTACT: Constanza Miner

AGENDA

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Brief Description of Agenda Item:
APPROVAL on SECOND and FINAL READING on ORDINANCE NUMBER 235-2018-005: To rezone from Dwelling “A” (DA) to Apartment “H” (AH) for 24.393 acres consisting of 2 Tracts; Tract 1 being 4.223 acres out of Tract 20, Share 19, Espiritu Santo Grant, Cameron County, Texas; Tract 2 being 20.170 acres out of Tracts 17 & 20, Share 19, Espiritu Santo Grant, Cameron County, Texas, located at 341 Oak Street, Brownsville, Texas 78521, as shown in Exhibit "A" (District 1)

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)
On March 1, 2018 the Planning and Zoning Commission voted unanimously to recommend approval.

City Manager Approval
_____________________________________________ Date: _______________
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AGENDA REQUEST FORM

Item Number: 41.

Select One:

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Brief Description of Agenda Item:

APPROVAL on SECOND and FINAL READING on ORDINANCE NUMBER 235-2018-006-S: To allow a Type A Home Assisted Living Facility, a General Retail (4C) use, in Dwelling “G” (DG) for Lot 1, Block 1, Mario Moreno Subdivision, a subdivision to the City of Brownsville, Cameron County, Texas, located at 3275 Old Port Isabel Road, Brownsville, Texas 78526, as shown in Exhibit "A" (District 2)

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)

On March 1, 2018 the Planning and Zoning Commission voted unanimously to recommend approval.

City Manager Approval

______________________________________ Date: ___________
(This page is intentionally left blank)
Consideration and Action on MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BROWNSVILLE (COB) AND UNITED STATES FISH AND WILDLIFE SERVICE (USFWS) ESTABLISHING A PARTNERSHIP THROUGH THE URBAN REFUGE PROGRAM TO FURTHER THE PROMOTION OF OUTDOOR RECREATION, ENVIRONMENTAL STEWARDSHIP, AND ACTIVE LIFESTYLES

**AGENDA REQUEST FORM**

Item Number: 4m

| Select One: |  |
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| Executive Session (City Attorney Only) | Workshop |
| Time needed: _____ | Time Needed: _____ |
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**Brief Description of Agenda Item:**

Consideration and Action on MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BROWNSVILLE (COB) AND UNITED STATES FISH AND WILDLIFE SERVICE (USFWS) ESTABLISHING A PARTNERSHIP THROUGH THE URBAN REFUGE PROGRAM TO FURTHER THE PROMOTION OF OUTDOOR RECREATION, ENVIRONMENTAL STEWARDSHIP, AND ACTIVE LIFESTYLES

**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: ________________
MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF BROWNSVILLE (COB) AND UNITED STATES FISH AND WILDLIFE SERVICE (USFWS) ESTABLISHING A PARTNERSHIP THROUGH THE URBAN REFUGE PROGRAM TO FURTHER THE PROMOTION OF OUTDOOR RECREATION, ENVIRONMENTAL STEWARDSHIP, AND ACTIVE LIFESTYLES

WHEREAS, in the 2016, the City of Brownsville and nine other communities in Cameron County adopted the Lower Rio Grande Valley Active Plan;

WHEREAS, the City of Brownsville would like to continue implementation of the Active Plan but also establish an ecotourism strategy promoting our wonderful lands for tourists and residents alike;

WHEREAS, the City of Brownsville recognizes that USFWS has numerous refuge tracts within the Brownsville City limits,

WHEREAS, the City of Brownsville Parks and Recreation Master Plan adopted the 2015 Parks and Recreation Master Plan that identified a 695-acre deficit of park land and also identified the promotion of outdoor recreation and environmental stewardship as a need in the community.

WHEREAS, the United States Fish and Wildlife Service (USFWS) South Texas Refuge Complex implements a program called the Urban Wildlife Conservation Program with the mission of fostering partnerships and connections with their surrounding communities;

WHEREAS, the USFWS has about 500 acres of land within the Brownsville City Limits;

NOW, THEREFORE, the partnership will work towards the following:

1. Increasing access to Lower Rio Grande Valley NWR, Laguna Atascosa NWR (LANWR) and the Bahia Grande Unit.
2. Developing a “big picture” ecotourism strategy for the City of Brownsville with the input and assistance of Refuge staff. This may require producing materials with information to the public about outdoor recreational opportunities within the City of Brownsville. Materials may include brochures, flyers with activities and locations, FAQ’s, posting information on a website, etc.
3. Evaluating LRGV NWR tracts for public access: Brownsville and Jeronimo Banco (small parcel) to compatible wildlife-dependent recreation. Additionally, evaluate public access at Villa Nueva contingent on proposed uses by COB.
4. Opening viable refuge tracts to compatible recreational uses (contingent on proposed uses by COB and grant funding).
5. Promoting the benefits of native habitat by supplementing existing landscaping in City parks, green areas, and other highly visible locations with native plants.
6. Increasing alternative transportation access and establishing a public transportation stop to the Bahia Grande Unit of LANWR.
7. Promoting wildlife-dependent recreation and habitat conservation.
8. Offering environmental programs to Brownsville youth via Afterschool Recreation Programs, Summer Recreation Programs, Mobile Recreation Unit Programs, and Earthfest.

9. Receiving the City’s support in promoting Refuge events such as Family Fish Camps at LANWR, Rio Reforestation and Ocelot Conservation Days.

10. Increasing internal awareness of fish and wildlife conservation, the value of ecotourism and recreational assets to COB staff and officials.

11. Providing training to City staff regarding native habitat, native plant ID, native plant maintenance (in City Parks), wildlife-related recreation and programming, etc. All in an effort to promote the sustainability of conservation-related efforts within the City.

12. Hosting wildlife-related programs, events and activities to a variety of youth groups within the city of Brownsville.

Approved:

United States Fish and Wildlife Service

By: ____________________________ Date: _______________
Rob Jess, STRC Project Leader

City of Brownsville (COB)

By: ____________________________ Date: _______________
Antonio Martinez, Mayor
(This page is intentionally left blank)
**AGENDA REQUEST FORM**

**Item Number:** 4n.  
City Manager's Office CONTACT Michael L. Lopez

**AGENDA**

**Select One:**

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<td>Contract</td>
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**Brief Description of Agenda Item:**
Consideration and ACTION on Resolution Number 2018-030, to accept a joint resolution with Cameron County regarding the West Rail Corridor.

**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: __________________
Resolution 2017-046

Whereas, the City of Brownsville and Cameron County have previously worked on relocating the West Rail together in the past; and

Whereas, the City and the County are pledging to work together as equal partners to conduct an environmental study of the corridor in a timely fashion and to share equally in the local match for the costs that would fund the environmental study; and

Whereas, following the environmental study the City and County also seek to work together to design a plan for the corridor that has a healthy consideration of land use needs as well as public desire/input; and

Whereas the parties are in agreement that the design for the corridor will have a segment with a road, but will also have a robust and rich hike and bike trail or green space, so that transportation and enjoyment of the corridor will be welcoming and safe for travelers in cars, on foot, as well as on bicycle in keeping with best practices and standards of modern urban design; and

Whereas, Cameron County has expressed a willingness to take the lead in this partnership and in the project development which includes working in tandem on the environmental study of the entire West Rail Corridor to satisfy all federal and state requirements.

IT IS THEREFORE RESOLVED AS FOLLOWS,

Cameron County and the City of Brownsville will work together to start the environmental study of the West Rail Corridor and will agree to equally share in the local match for the costs that will fund the environmental study. A Memorandum of Understanding will follow setting forth the roles and responsibilities of each entity as dual sponsors of the development of the West Rail Corridor.

SIGNED this 22 day of August, 2017.

Eddie Trevino, Jr., County Judge

Tony Martinez, Mayor

Attested By:

Sylvia Garza-Beta, County Clerk

Griselda Rosas, City Secretary
AGENDA REQUEST FORM

Item Number: 40.

COMMISSION MEETING DATE: 3/20/18

Department Contact: Orlando Rodriguez, Chief of Police

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Brief Description of Agenda Item:
Consideration and Action to approve Resolution Number 2018-027 supporting a change to the Authorized Official for the Rifle-Resistant Body Armor Grant #3444301, through the Office of the Governor, Criminal Justice Division.

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

REVIEWS 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
TO: MICHAEL L. LOPEZ
INTERIM CITY MANAGER

FROM: ORLANDO RODRIGUEZ
CHIEF OF POLICE

SUBJECT: RESOLUTION 2018-027 / RIFLE-RESISTANT BODY ARMOR
GRANT #3444301

DATE: MARCH 9, 2018

I am requesting your authority to submit for agenda a resolution for a change to the Authorized Official to Mr. Pete Gonzalez, Deputy Chief Manager, for the Rifle-Resistant Body Armor Grant #3444301 awarded and active as of January 1, 2018, through the Office of the Governor, Criminal Justice Division.

This grant requires supporting documentation for this change through Resolution Number 2018-027 and is enclosed for your reference.

I hereby respectfully request this item be placed on the next City Commission meeting for consideration and action.

Should I be of any further assistance please call upon me.

Enclosure (Agenda Item)
(MOU)
RESOLUTION NUMBER 2018-027

A RESOLUTION OF THE CITY OF BROWNSVILLE SUPPORTING THE SUBMITTION OF A RESOLUTION CHANGE TO THE RIFLE-RESISTANT BODY ARMOR GRANT #3444301, AS THIS GRANT HAS BEEN AWARDED AND IS ACTIVE AS OF JANUARY 1, 2018, THROUGH THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION.

WHEREAS, the City of Brownsville finds it in the best interest of the citizens of Brownsville, Texas that the Rifle-Resistant Body Armor Grant #3444301 be operated for the FY 2018 and FY 2019; and

WHEREAS, the City of Brownsville agrees that in the event of loss or misuse of the Office of the Governor funds, the Brownsville City assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of Brownsville designates Deputy City Manager, Pete Gonzalez, as the grantee’s authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that the City of Brownsville approves a change to the Authorized Official to the Rifle-Resistant Body Armor Grant from the Office of the Governor, Criminal Justice Division.

Signed by:

Passed and Approved this, the 20th day of March 2018.

__________________________________________
Antonio "Tony" Martinez,
Mayor

__________________________________________
Cesar de Leon,
At-Large Commissioner “A”

__________________________________________
Rose M. Z. Gowen
At-Large Commissioner “B”
Ricardo Longoria, Jr.,
District Commissioner 1

Jessica Tetreau,
District Commissioner 2

Joel Munguia,
District Commissioner 2

Ben R. Neece,
District Commissioner 4

Attest:

Griselda Rosas, City Secretary

"Approved as to: Form and Legality
This ___ day of ___MARCH__18

Title: A.C.A
Office of the Brownsville City Attorney"
**AGENDA REQUEST FORM**

**Item Number:** 4p.

**COMMISSION MEETING DATE:** 3/20/18

**Police Department**

**Contact:** Orlando Rodriguez, Chief of Police

### AGENDA

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**Brief Description of Agenda Item:**
Consideration and ACTION to approve Resolution Number 2018-028 supporting submission of an application for the Local Border Security Grant Program FY 2019, through the Office of the Governor, Homeland Security Grants Division.

**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
TO: MICHAEL L. LOPEZ
INTERIM CITY MANAGER

FROM: ORLANDO RODRIGUEZ
CHIEF OF POLICE

SUBJECT: RESOLUTION 2018-028 / LOCAL BORDER SECURITY PROGRAM
FY 2019 GRANT APPLICATION #2997904

DATE: MARCH 9, 2018

I am requesting your authority to submit for agenda a resolution supporting submission of grant application #2997904 for the Local Border Security Program FY 2019, through the Office of the Governor.

This grant will provide funding for law enforcement overtime for the Brownsville Police Department. A resolution is a requirement for this grant and is enclosed for your reference.

I hereby respectfully request this item be placed on the next City Commission meeting for consideration and action.

Should I be of any further assistance please call upon me.

Enclosure (Agenda Item)
(Resolution)
Resolution Number 2018-028

A RESOLUTION OF THE CITY OF BROWNSVILLE SUPPORTING THE SUBMISSION OF AN APPLICATION FOR THE LOCAL BORDER SECURITY GRANT PROGRAM FY 2019, THROUGH THE OFFICE OF THE GOVERNOR

WHEREAS, the City of Brownsville finds that collective regional efforts and strategies to deter and fight against criminal activity along the U.S./Mexico border is imperative in the successful prevention and cessation of such criminal activity; and

WHEREAS, operating in a collective regional effort with communities in the Rio Grande Valley is not only imperative in deterring and fighting crime, but it also further advances the best interests of Brownsville citizens, as well as the greater community in that it better enables law enforcement capacities to serve and protect the public; and

WHEREAS, participating in the City of Brownsville Police Department Local Border Security Program FY 2019 would be in the best interest of Brownsville citizens as is specifically geared towards further effecting and accomplishing the aforementioned regional efforts and strategies, thus expanding the abilities of the Brownsville Police Department to serve and protect the public from crime along the U.S./Mexico border;

NOW THEREFORE, BE IT RESOLVED:

(1) The City of Brownsville approves the submission of the grant application for the City of Brownsville Police Department Local Border Security Program to the Office of the Governor, Homeland Security Grants Division;

(2) The City of Brownsville agrees to return all Local Border Security Grant funds to the Homeland Security Grant Division in the event of the determination of a loss or misuse of grant funds received by the City of Brownsville from the Homeland Security Grant Office; and

(3) The City of Brownsville designates Deputy City Manager, Pete Gonzalez, as the grantee’s authorized official, with the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

Adopted this, the 20th day of March 2018.

Antonio “Tony” Martinez,
Mayor
Cesar de Leon,
At-Large Commissioner “A”

Rose M. Z. Gowen,
At-Large Commissioner “B”

Ricardo Longoria, Jr.,
District Commissioner 1

Jessica Tetreau,
District Commissioner 2

Joel Munguía,
District Commissioner 3

Ben R. Neece,
District Commissioner 4

Attest:

Griselda Rosas,
City Secretary
Select One:

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<td>✓ Consent</td>
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Brief Description of Agenda Item:
Consideration and action to award a contract for the purchase of police pistols for the Brownsville Police Department.

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

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: ________________
TO: MR. MICHAEL LOPEZ  
INTERIM CITY MANAGER  

FROM: ORLANDO RODRIGUEZ  
CHIEF OF POLICE  

RE: REQUEST FOR AGENDA ITEM  
POLICE WEAPON PURCHASE – GT DISTRIBUTORS  

DATE: MARCH 8, 2018  

The police department is in need to replace the current police duty weapon system. The current duty weapon (Sig Sauer P226) has reached the end of its service life and after 10 years, is in need of replacement. The testing participants for a new weapon system included Brownsville Police Department instructors, rank and file officers, as well as tactical team (SWAT) members. The pistol models tested were the Sig Sauer P320, Glock 17 & 19, and the FNS 9L & 9C. All pistols were tested in 9mm caliber.  

The Sig Sauer P320 was initially selected as the weapon of choice and approved by the City Commission during the summer. Prior to the purchase, a safety issue was identified with the Sig Sauer P320 where the pistol would fire if dropped. Based on this issue, the Glock 17 was selected as the duty weapon replacement. During the reevaluation, we also selected the Glock 26 subcompact for the Special Investigations Unit (Narcotics & Auto Theft) due to undercover operations conducted by the officers.  

The Purchasing Department solicited sealed bids for the items, which also included a trade-in credit for the current police weapons. Please see the enclosed procurement analysis for details. We received one responsive bid from GT Distributors for a total purchase price of $53,999.00. The price includes a trade-in credit of $61,306.00.  

Funding for this procurement is through Federal Forfeiture Budget Code 28-311-706.  

Enclosures: Procurement Analysis  
Bid Tabulation  

OR:jp
At the request of Brownsville Police Chief, Orlando Rodriguez, the Purchasing & Contract Services office solicited request for bids for the aforementioned project.

Project milestones were accomplished as follows:

1. The legal advertisement appeared in The Brownsville Herald two times on January 26th, 2018 and February 4th, 2018, and was posted to BidNet Direct and City of Brownsville websites.

2. A "Pre-bid" meeting was conducted on February 7th, 2018 at the Purchasing & Contract Services bid room. There were no vendors represented at the pre-bid meeting. There was one (0) addendum issued during the bidding process to clarify questions received during the procurement process.

3. Sealed formal bid was received for the subject project on February 14th, 2018 at the Purchasing & Contract Services Department. A total of one (1) bid was received and publicly opened. GT Distributors, Inc., tabulated the bid received for review and approval by City Commission.

4. As Part of the Procurement cost analysis, the Purchasing Department would like to reference IBIS World procurement report: 34363350 (Handguns) [Bookmark "A"] that yielded a $635 benchmark price per handgun. It was found that the bid submitted by GT Distributors Inc. is below the current market price by an estimated $226.00.

Procurement Summary

1. The responsive and responsible low bidder for the Purchase and Delivery of Duty Pistols for the Brownsville Police Department is GT Distributors, Inc., of Austin, Texas at the stipulated prices. [Bookmark "B" Tabulation Sheet]

2. Upon City Commission approval, this contract will be for a primary term of three (3) years expiring in February 28, 2021 with two (2) periods of one year each extending this contract to February 2023.
| invitation for bids for term contract for the purchase and delivery of duty pistols for the brownsville police department | GT distributors, Inc  
2545 Brockton Drive Ste. 100  
Austin, TX 78758  
Phone #: 1-800-443-6283  
Fax #: 1-512-453-6149  
Attn: David Curtis |
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<td><strong>glock 17 (Gen 5) pistol 9mm caliber (17 round capacity) with magazines (3), law enforcement package</strong></td>
<td><strong>unit price</strong></td>
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<td>$428.50</td>
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<td><strong>extended price:</strong> 250 pistols</td>
<td>$107,125.00</td>
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<td><strong>glock 26 (Gen 4) pistol 9mm caliber (10 round capacity) with magazines (3), law enforcement package</strong></td>
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<td>$409.00</td>
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<td><strong>extended price:</strong> 20 pistols</td>
<td>$8,180.00</td>
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<tr>
<td><strong>deductible alternate bid option “A”</strong></td>
<td><strong>unit price</strong></td>
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| **Brownsville police department pistol trade-in**  
Sig Sauer .40 S&W | $302.00 |
| **Pistol trade-in**  
Extended Price: | **unit price** |
| | $61,306.00 |
| | $53,999.00 |
| **specification criteria:** | **Responsive and responsible LOW BIDDER** |
**Title**: Consideration and action to authorize the Brownsville Police Department to upgrade the Automated Fingerprint Identification System (AFIS).

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

**AGENDA REQUEST FORM**

**Item Number**: 4r.

**Commission Meeting Date**: 3/20/18

**Police Department Contact**: Orlando Rodriguez, Chief of Police

**Select One:**

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**Brief Description of Agenda Item:**

Consideration and action to authorize the Brownsville Police Department to upgrade the Automated Fingerprint Identification System (AFIS).

**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: ________________
TO: MR. MICHAEL LOPEZ  
INTERIM CITY MANAGER

FROM: ORLANDO RODRIGUEZ  
CHIEF OF POLICE

RE: REQUEST FOR AGENDA ITEM  
UPGRADE OF A.F.I.S. (FINGERPRINT SYSTEM)

DATE: MARCH 9, 2018

The Brownsville Police Department is requesting commission approval to upgrade our Automated Fingerprint Identification System (AFIS). In August of 2017, Texas DPS AFIS Section notified the department that we were required to update our current system. The AFIS system is utilized by our crime scene unit and is a valuable tool in investigations.

A quote was requested for this procurement from NEC Corporation. This company is the sole source vendor for Texas DPS AFIS Section. The upgrade is a total replacement of equipment and includes a finger and palm workstation. Peripherals included with the upgrade consist of a latent camera with 50mm macro lens, fiber-lite illumination system, and a B&W laser printer. The new system runs on a NEC’s proprietary latent IBW software. The total cost, which includes 24X7 maintenance support is $47,854.00.

Funding for this procurement is through Federal Forfeiture Budget Code 28-311-942.

Enclosures: Quote  
Sole Source Memo  
Sole Source Affidavit  
Form 1295

OR:jp
Brownsville Police Department - Integrated Biometric Workstation (IBW) Upgrade

IBW Workstation Upgrade
NEC Software Licenses including:
(1) Upgrade to Latent IBW 4.3 Workstation License (Finger and Palm)

IBW Peripherals including:
(1) B & W Laser Printer
(1) Latent Camera with 50mm Macro Lens and Stand
(1) Fiber-Lite Illumination System

Third Party Software including Aware Software License

Professional Services
Integration & Installation
Documentation
Return Shipping, Shipping and Handling
1-Year Warranty

<table>
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<th>IBW Upgrade Solution Price</th>
<th>$36,300</th>
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<tr>
<td>Annual 24x7 Maintenance Support</td>
<td>$7,065</td>
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Optional Hardware

IBW Desktop PC with Single Monitor
(1) Desktop Workstation
(1) Widescreen 24” Viewable Monitor

| IBW Desktop PC with Single Monitor Price | $1,887 |
| Annual 24x7 Maintenance Support | $291 |

IBW Desktop PC with Dual Monitors
(1) Desktop Workstation
(2) Widescreen 24” Viewable Monitor

| IBW Desktop PC with Dual Monitors Price | $2,000 |
| Annual 24x7 Maintenance Support | $311 |
December 12, 2017

James Paschall
Brownsville Police Department
600 East Jackson Street
Brownsville, TX 78520

Re: Sole Source Letter for NEC Integrated Biometric Workstation for Latent (IBW-L)

Dear Mr. Paschall:

On behalf of NEC Corporation of America, I am responding to your request for sole source justification for the NEC Integrated Biometric Workstation for Latent (IBW-L) to the existing NEC AFIS currently in use by the Texas Department of Public Safety (DPS).

Due to the proprietary matching hardware components, proprietary matching algorithms and workstation application software, NEC is the only vendor that can provide tenprint and latent workstations to search against the Texas DPS AFIS.

For over 25 years, NEC Corporation of America has provided the Texas DPS with an Automated Fingerprint Identification System (AFIS) comprised of our proprietary matching hardware and software for extracting fingerprint minutia, creating multiple fingerprint databases, and searching/matching algorithms for fingerprint identification. The current Texas DPS criminal electronic fingerprint databases, used for comparison and searching tasks, are integrated, proprietary, and use native data-exchange algorithms that interface exclusively with the NEC Advanced identity Manager (AIM) hardware subsystem and the NEC Integrated Biometric Workstation for Latent (IBW-L).

NEC Corporation of America is the sole provider of the Automated Fingerprint Identification System (AFIS) being used by the Texas DPS. In addition, NEC Corporation of America holds all patents and exclusive proprietary software rights on all application programs, fingerprint matching algorithms and native fingerprint images. No other vendor can convert proprietary data or provide database performance expansion services, interfaces to external data sources or make modification to products.

Please do not hesitate to call me at 916-463-7070 if you have any further questions.

Sincerely,

Cindy Taylor
Administrative Support Specialist
NEC Corporation of America
Ph: 916-463-7070
cindy.taylor@necam.com
SOLE SOURCE AFFIDAVIT

THIS IS AN OFFICIAL PURCHASING DOCUMENT – RETAIN WITH PURCHASE ORDER FILE

Before me, the undersigned official, on this day, personally appeared ________________ Keith Terreri ____________________________, a person known to me to be the person whose signature appears below, whom after being duly sworn upon his/her oath deposed and said:

1. My name is ___________________________. I am over the age of 18, have never been convicted of a crime and am competent to make this affidavit.

2. I am an authorized representative of the following company or firm: NEC Corporation of America

3. The above named company or firm is the sole source for the following item(s), product(s) or service(s):
   NEC AFIS Bundled Workstation Solution with search capabilities for TX-DPS AFIS

4. Competition in providing the above named item(s) product(s), service(s) is precluded by the existence of a patent, copyright, secret process or monopoly as stated under Section 252.022, Subchapter A of the Local Governmental Code 7A or as provided for under 7B-F of the same section. Also, attached hereto is a sole source letter, which sets forth the reasons why it is a sole source provider (dated and signed).

5. There is/are no other like item(s) product(s), or services available for purchase that would serve the same purpose or function.

6. Note: I understand that by providing false information on this Sole Source Affidavit, we may be considered a non-responsive Vendor on this and future purchases and may result in discontinuation of any/all business with the City of Brownsville.

Signature

SUBSCRIBED AND SWORN to before me on this 18th day of September 2019.

ASHANTI SHALON JONES
NOTARY PUBLIC

PRINTED NAME

MY COMMISSION EXPIRES

COMPANY NAME: NEC Corporation of America

ADDRESS, CITY, STATE & ZIP CODE 3929 W. John Carpenter Freeway, Irving, TX 75063

PHONE: (916) 463-7070 FAX NUMBER:

CONTACT NAME AND TITLE: Cindy Taylor - Administrative Support Specialist

WEB ADDRESS: EMAIL: Cindy.Taylor@necam.com

FEDERAL TAX ID NUMBER: 20-0665337 TEXAS SALES TAX NUMBER:

# CERTIFICATE OF INTERESTED PARTIES

**OFFICE USE ONLY**

**CERTIFICATION OF FILING**

Certificate Number: 2017-294339  
Date Filed: 12/14/2017  
Date Acknowledged:

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

NEC Corporation of America  
Irving, TX United States

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

Brownsville Police Department

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

NEC Quote #4380M  
Integrated Biometric Workstation Upgrade

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

<table>
<thead>
<tr>
<th>Name of Interested Party</th>
<th>City, State, Country</th>
<th>Nature of Interest</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEC Corporation</td>
<td>Tokyo Japan Japan</td>
<td>X</td>
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</table>

## 5. Check only if there is NO Interested Party.

☐

## 6. AFFIDAVIT

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

Name: Rhonda L. Loving  
Notary Public, State of Texas  
Expires: 01/22/2019

Signature of authorized agent of contracting business entity

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

Sworn to and subscribed before me, by the said Keith Terrell, this the 21st day of December, 2017, to certify which, witness my hand and seal of office.

Rhonda L. Loving  
Notary Public, State of Texas

Forms provided by Texas Ethics Commission  
www.ethics.state.tx.us  
Version V1.0.3337
**AGENDA REQUEST FORM**

**Item Number: 5.**

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<td><strong>Executive Session</strong> (City Attorney Only)</td>
<td><strong>Workshop</strong></td>
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<td>Action Item: _____</td>
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**Brief Description of Agenda Item:**
Public Hearing and Action on first reading of ordinance number 2018-1367-C, amending Chapter 22 Businesses, Article IV Food and Food Service Establishments; Division 2 Food Service Establishments; by amending Section 22-153 "Food Permit Fees", and dealing with related matters.

**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: ________________
ORDINANCE NUMBER 2018-1367-C

AN ORDINANCE AMENDING CHAPTER 22, BUSINESSES, ARTICLE IV FOOD AND FOOD SERVICE ESTABLISHMENTS; DIVISION 2 FOOD SERVICE ESTABLISHMENTS OF THE CODE OF ORDINANCES, BY AMENDING SECTION 22-153 FOOD PERMIT FEES IN THE CITY OF BROWNSVILLE, AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER.

WHEREAS, The City of Brownsville is data driven and is establishing a simplified structure based on a national trend for licensed food business establishments to set a fee schedule by the number of employees; and

WHEREAS, in order to become more efficient, reduce paperwork, and promote compliance; it is proposed that said article be amended in the particular hereinafter set forth;

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

I. THAT, from and after the passage of this Ordinance Chapter 22, of the Brownsville City Code shall be amended to read as follows:

Article IV. Food and Food Service Establishment
Division 2-Food Service Establishments

Sec. 22-153. Food permit fees.

(a) Rate schedule. A fee for a permit to operate the following establishment shall be paid to the city public health department upon application or renewal of a permit. No fee will be charged for a food service operation conducted by a taxing authority such as a school district, whether local, state or federal. This annual food permit fee shall be based on number of employees according to the following schedule:

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<thead>
<tr>
<th>Category</th>
<th>Number of Employees</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Range 1</td>
<td>Small 1-25</td>
<td>$172.00</td>
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<tr>
<td>Range 2</td>
<td>Medium 26-50</td>
<td>$251.00</td>
</tr>
<tr>
<td>Range 3</td>
<td>Large 51+</td>
<td>$283.00</td>
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### RE-INSPECTION FEE

<table>
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</tr>
</thead>
<tbody>
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<td>Range 1</td>
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<tr>
<td>Range 2</td>
<td>$75.00</td>
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<tr>
<td>Range 3</td>
<td>$85.00</td>
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</table>

### LATE FEE

<table>
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<th>Fee</th>
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</thead>
<tbody>
<tr>
<td>30 Days</td>
<td>$38.00</td>
</tr>
<tr>
<td>Late Fee after 30 days</td>
<td>Monthly Compounded</td>
</tr>
</tbody>
</table>

(1) Food service establishments:
   a. Restaurants
   b. Public cafeteria
   c. Drinking establishment where alcoholic beverages are sold 125.00
   d. Seafood market
   e. Meat market
   f. Tortilleria
   g. Day care and home groups

(2) Temporary permit, per stand:
   a. One day $25.00
   b. Fourteen days $50.00
   c. Carnival permits $50.00
   d. Seasonal permits $50.00

   All permits except temporary permits issued in this section shall be valid for a period not to exceed 12 months from the date of issuance.

(b) *Refund.* Permit fees will not be refunded if the application is denied.

(c) *Discontinuance or cessation of operations.* A fee of $50.00 shall be charged to each establishment when the establishment’s operation are discontinued or closed by a regulatory authority.
(d) **Preliminary inspection.** A fee of $20.00 shall be charged to each establishment when requesting a preliminary inspection conducted by the city health department.

(e) **Requested nonscheduled inspection.** A fee of $50.00 shall be charged to each establishment that requests a nonscheduled inspection conducted by the city health department.

(f) **Foster home inspections.** A fee of $30.00 shall be charged to each party that requests a foster home inspection conducted by the city health department.

(g) **Replacement of permit.** A fee of $25.00 shall be charged per permit to each establishment that requests a replacement of a permit issued by the city health department.

(h) **Change of name of business.** A fee of $15.00 shall be charged for every time the name of a business is changed, plus the fee for replacement of the permit with the new name as mentioned in subsection (h) of this section.

   (3) Certification  
   a. Food managers card $50.00 (must be renewed every 3 years). Refer to the Texas Food Establishment Rules.

II. That this ordinance shall become effective 90 days after its final passage and publication as provided by the Charter of the City of Brownsville and the laws of the State of Texas.

Introduced at a public hearing this _____ day of __________, 2018.
Passed on FIRST READING this _____ day of __________, 2018, and passed on SECOND AND FINAL reading this _____ day of ____________, 2018.

By: ____________________________  Attest: ____________________________  
   Antonio Martinez, Mayor  Griselda Rosas, City Secretary

**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: _____________
ORDINANCE NUMBER 2018-911-H

AN ORDINANCE AMENDING CHAPTER 46, ARTICLE II “LITTER” OF THE CODE OF ORDINANCES, BY AMENDING SECTIONS 46-47 AND ADDING SECTIONS 46-51 OF THE BROWNSVILLE CITY CODE PROHIBITING THE USE OF PLASTIC BAGS IN THE CITY OF BROWNSVILLE, AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER.

WHEREAS, The City of Brownsville has a substantial interest in protecting its natural environment, including its resacas, lakes, rivers, plants, and wildlife;

WHEREAS, single-use checkout plastic bags have negative effects on the natural environment by among other impacts, polluting resacas, clogging resacas and other storm drains, and forming 11% of the debris found in international coastal cleanups;

WHEREAS, plastic bags not only negatively affect the natural environment but also are known as a “real killer” of domestic cattle, with plastic ingestion forming a “quiet and painful” way for them to die;

WHEREAS, Brownsville is not only home to 500 species of tropical birds but also lies at the convergence of major migratory flyways, the risk posed to countless birds by plastic bag ingestion and entanglement is significant;

WHEREAS, The City of Brownsville wishes to regulate single-use checkout plastic bags in order to protect the natural environment and animal life from the risks posed by said bags; and

WHEREAS, The City of Brownsville does not by this ordinance regulate any bag, container, or package for solid waste management purposes;

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

I. THAT, from and after the passage of this Ordinance Chapter 46, of the Brownsville City Code shall be amended to read as follows:

Article II. Litter

Sec. 46-47. Definitions.
Terms not here defined are to be construed as in everyday, commonly-understood usage.

*Business establishment* means any commercial enterprise or establishment, including sole proprietorships, joint ventures, partnerships, corporations or any other legal entity whether for profit or not for profit and includes all employees of the business and any independent contractors associated with the business.

*Checkout bag* means a bag that is provided by a business establishment to a customer typically at the point of sale for the purpose of transporting goods after shopping. This does not include any bag, container, or package to be used for solid waste management purposes.

*Convenience store* means a business establishment, usually of a size of less than 5,000 square feet, which:

(a) Sells a limited variety of food/grocery, tobacco, and pharmaceutical items;
(b) Has off-street parking and/or convenient pedestrian access;
(c) Has extended hours of operation, with many open 24 hours, seven days a week; and
(d) May or may not sell gasoline.

*Plastic checkout bag* means a checkout bag made of plastic, which is provided by a business establishment to a customer typically at the point of sale for the purpose of transporting goods after shopping, and which is intended and constructed for single use. This does not include any bag, container, or package to be used for solid waste management purposes.

*Reusable bag* means a bag that is specifically designed and manufactured for multiple reuse and meets all of the following criteria:

(a) *Permitted material:*

(1) Cloth or other washable fabric, or other durable materials (woven or non-woven).
(2) If made of plastic, must have a minimum of 4.0 mil in thickness.
(3) If made of paper, must have a minimum of 65# in basis weight.

(b) *Miscellaneous:*

(1) All reusable bags must have handles for easy carrying.
(2) Reusable bags may be of various sizes, depending on the nature of the business employing them.
Sec. 46-48. Scope and applicability of plastic bag restriction.

(a) Business establishments are prohibited from providing plastic checkout bags as of April 1, 2017 but instead shall only provide reusable bags as checkout bags to their customers with or without charge, except as indicated in Section (b), below.

(b) The following items are exempt from this Chapter:

1. Paper bags provided by convenience stores;
2. Paper bags provided by restaurants for food carry-out purposes;
3. Bags provided by pharmaceutical departments of businesses, or by veterinarians, for the purpose of containing medications or other prescriptions, or other medical necessities provided by said pharmacies or veterinarians;
4. Paper bags provided for the containment of carry-out beverages;
5. Paper bags commonly provided for liquor sales;
6. Garment or laundry bags made from any material;
7. Plastic bags provided to contain bulk items, such as produce, nuts, grains, candy, or small hardware items;
8. Bags used by a non-profit corporation or other hunger relief charity to distribute food, grocery products, clothing, or other household items;
9. Plastic bags used to contain or wrap flowers, potted plants, or other items to prevent moisture damage to other purchases; and
10. Plastic bags provided to effect food safety for purchases of food by preventing contamination for any cooked, chilled or frozen food purchased.

Sec. 46-49. Inapplicability of Restrictions to Solid Waste Containers or Packages.

Sections 46-47, 46-48, and 46-50 do not apply to and therefore do not restrict or otherwise regulate any types of bags, containers, or packages to be used for solid waste management purposes as governed by the “Solid Waste Disposal Act,” ad codified in Chapter 361 of the Texas Health and Safety Code.

Sec. 46-50. Penalty. Any violation of section 46-48 is subject to punishment as set forth in section 1-13 of this Code.

Sec. 46-51. SIGNAGE AND EDUCATION REQUIREMENTS.
(a). Affected Business Establishments shall prominently display signs to educate customers regarding the city code requirements, the benefit of reducing, reusing and recycling, and the available reusable bag options offered. All required signs shall be displayed in both English and Spanish.

(b). Affected Business Establishments shall provide prominently displayed signs educating its customers regarding carryout bags not later than 90 days after passage of this ordinance. The specific language may be chosen by the Business Establishment, provided that the signs shall include language explaining:

(1). Under City Code, the Business Establishment no longer offers single use carry-out bags, and

(2). The options available for carrying out purchases from the Business Establishment.

(c). Interior signs shall be posted by the Business Establishment no farther than six (6) feet from each point of sale.

(d). Affected Business Establishments that own, lease, or control their customer parking areas shall post and maintain exterior signs with the following requirements:

(1). Include language that reminds customers to bring their reusable bags; and

(2). Exterior signs must be a minimum of 11 inches by 17 inches in size, and readily legible to customers in the customer parking area.

(3). Be posted in the customer parking area so that it is visible to customers, with a minimum of one sign for every 100 parking spaces.

(4). Affected Business Establishments that contain less than 100 parking spaces shall post at least one exterior sign.

(5). Affected Business Establishments that contain 100-250 parking spaces shall post at least three exterior signs.

(6). Affected Business Establishments that contain greater than 250 parking spaces shall post at least six exterior signs.

(7). Affected Business Establishments that contain greater than 500 parking spaces shall post at least twelve exterior signs.

at the exterior customer entrance, visible to customers entering the Business Establishment.
(e). The City will not supply the required signs. It is the sole responsibility of the Affected Business Establishments to produce and erect the signs as required under City Code and these rules.

Secs. 46-52 - 46-75.-Reserved

II. That this ordinance shall take effect 60 days after its adoption by the City of Brownsville City Commission.

Introduced at a public hearing this _____ day of __________, 2018.
Passed on FIRST READING this _____ day of __________, 2018, and passed on SECOND AND FINAL reading this _____ day of ____________, 2018.

By: ________________________________        Attest: ________________________________
    Antonio Martinez, Mayor                    Griselda Rosas, City Secretary
Public Hearing and Action on First Reading on Ordinance Number 2018-1643. An Ordinance of the City Commission of The City of Brownsville, Texas, ("City") approving a negotiated resolution between City and Texas Gas Service ("TGS" or "The Company") regarding the Company's Cost of Service Adjustment ("COSA") tariff filing, and dealing with related matters.
ORDINANCE NO. 2018-1643

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS, (“CITY”) APPROVING A NEGOTIATED RESOLUTION BETWEEN CITY AND TEXAS GAS SERVICE (“TGS” OR “THE COMPANY”) REGARDING THE COMPANY’S COST OF SERVICE ADJUSTMENT (“COSA”) TARIFF FILING; ADOPTING A SAVINGS CLAUSE; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; DECLARING AN EFFECTIVE DATE; REPEALING ANY PRIOR ORDINANCES INCONSISTENT WITH THIS ORDINANCE; AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND THE CITY’S LEGAL COUNSEL.

WHEREAS, the City of Brownsville, Texas (“City”) is a gas utility customer of Texas Gas Service (“TGS” or “the Company”), and a regulatory authority with an interest in the rates and charges of TGS; and

WHEREAS, the City and other municipalities within the Rio Grande Valley Service Area (“RGVSA”) and TGS worked collaboratively to develop the Cost of Service Adjustment (“COSA”) Tariff which allows for an expedited comprehensive rate review process for three years; and

WHEREAS, the COSA Tariff contemplates reimbursement of the City’s reasonable expenses associated with COSA applications; and

WHEREAS, on or about March 12, 2018, TGS filed with the City a COSA Tariff which would permit the TGS to implement annual rate changes to the Company’s RGVSA expenses, revenues, and plant investment beginning in August, 2018, without the need for filing a formal Statement of Intent to Increase Rates; and

WHEREAS, the City coordinated a review of the Company’s COSA Tariff and designated attorneys and consultants to resolve issues in the Company’s COSA Tariff; and

WHEREAS, the City’s attorneys and consultant recommend that the City approve the COSA Tariff which is attached; and

WHEREAS, the negotiated resolution of the Company’s COSA Tariff filing is in the public interest.
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BROWNSVILLE, TEXAS:

   Section 1. That the City Commission finds that the Cost of Service Adjustment Tariff is reasonable and the new tariff attached to this Ordinance is just and reasonable and is hereby adopted.

   Section 2. That to the extent any resolution or ordinance previously adopted by the Commission is inconsistent with this Ordinance, it is hereby repealed.

   Section 3. That the meeting at which this Ordinance was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

   Section 4. That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

   Section 5. That tariff attached to this Ordinance is effective as of April 16, 2018.

   Section 6. That a copy of this Ordinance shall be sent to TGS, care of Stephanie Houle, Managing Director, at 1301 S. Mopac Expressway, Suite 400, Austin, Texas 78746, and to Attorney Thomas Brocato, at Lloyd Gosselink Rochelle & Townsend, P.C., 801 Congress Avenue, Suite 1900, Austin, Texas 78701.

INTRODUCED at PUBLIC HEARING and FIRST READING on March 20, 2018, APPROVED and ADOPTED on April 3, 2018.

_________________________________
Antonio “Tony” Martinez
Mayor

ATTEST:                               Approved as to form:

_________________________________
Griselda Rosas                       Timothy Sampeck
City Secretary                       Assistant City Attorney
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City of Brownsville

PUBLIC COMMENT PERIOD

THE PUBLIC COMMENT PERIOD IS DESIGNATED FOR HEARING CONCERNS REGARDING CITY OF BROWNSVILLE PUBLIC POLICY OR CITY OF BROWNSVILLE BUSINESS THAT IS NOT ON THE AGENDA.

DO NOT REQUEST A PUBLIC COMMENT FORM IF YOU WISH TO COMMENT ON AN ITEM THAT IS ALREADY ON THE AGENDA.

“PUBLIC HEARING” ITEMS ARE OPEN FOR COMMENT (ON THAT PARTICULAR ITEM) UPON NOTICE FROM THE PRESIDING OFFICER.

- THE “PUBLIC COMMENT FORM” IS DESIGNATED FOR SPEAKERS TO BE RECOGNIZED AND ADDRESS THE COMMISSION ON A SUBJECT THAT IS NOT A PUBLIC HEARING.
- ADDRESS THE COMMISSION AS A WHOLE – DO NOT DIRECT YOUR COMMENTS TO ANY INDIVIDUAL MEMBER OF THE COMMISSION.
- THE PUBLIC COMMENT PERIOD IS A TOTAL OF 15 MINUTES.
- THERE IS A THREE (3)-MINUTE TIME LIMIT PER SPEAKER. (TIMED)
- NO FORMAL ACTION CAN BE TAKEN.
- FOR THE RECORD, THE SPEAKER MUST IDENTIFY BY NAME BEFORE SPEAKING.
- Public Comment Forms are not reserved for anyone.
- “PUBLIC COMMENT FORMS” Must be filled out and presented to THE CITY SECRETARY BEFORE A SCHEDULED CITY COMMISSION MEETING TO BE RECOGNIZED.
- “PUBLIC COMMENT FORMS” ARE ONLY ACCEPTED UP TO AN HOUR BEFORE A SCHEDULED CITY COMMISSION MEETING.
- POWERPOINT PRESENTATIONS ARE NOT CONDUCTED DURING THE PUBLIC COMMENT PERIOD. [For further information, contact The Office of the City Secretary at 548-6001]

PRESENTATIONS:

PERSONS/GROUPS SCHEDULED TO CONDUCT A PRESENTATION OR DISTRIBUTING HANDOUTS ASSOCIATED WITH A PRESENTATION TO THE COMMISSION MUST PROVIDE A COPY OF SAME TO THE CITY SECRETARY FOR THE RECORD.
**AGENDA REQUEST FORM**

**Item Number:** 9.

**COMMISSION MEETING DATE:** 3/20/18

**DEPT:** Parks & Recreation

**CONTACT:** Damaris McGlone

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**Brief Description of Agenda Item:**
Consideration and ACTION to adopt the Bicycle and Pedestrian Advisory Committee Bylaws.

**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: ________________
BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE
BYLAWS

COMMITTEE MISSION:

"The City of Brownsville Bicycle and Pedestrian Advisory Committee shall preserve, protect, maintain, improve, and enhance the infrastructure and safety for all cyclists and pedestrians."

ARTICLE 1. PURPOSE AND RESPONSIBILITIES.
These bylaws are adopted by the Committee to facilitate performance of its duties as outlined in the City of Brownsville Ordinance Number 2018-1603-A (2018).

SECTION 1.1 - PURPOSE
The Committee's purpose is to identify, assist and advise the City with all activities concerning bicycles and pedestrians, which includes but is not limited to, reviewing and making recommendations on issues related to bike and pedestrian safety, education, projects, programs, signage, and plans.

SECTION 1.2 - RESPONSIBILITIES
First priority, each member shall represent and advocate for what is best for the City of Brownsville as a whole, putting aside personal or special interests.
The responsibilities of the Committee:

- To assess the safety and security of bicycle and pedestrian facilities, which includes but is not limited to, bike lanes, trails, sidewalks, etc.
- To advise in the initiation, planning, and design of bicycle and pedestrian facilities.
- To assist with the preparation and development of rules, regulations, and policies regarding infrastructure or safety of cyclists and pedestrians.
- To monitor and evaluate the effectiveness of walking/biking related policies and programs.
- To advise and recommend ways and means by which infrastructure, rules, regulations, policies and programs may be improved or strengthened.
- To support new facilities, programs, and activities as public need may dictate.
- To recommend and pursue additional sources of funding for bicycle and pedestrian facilities and programs, such as grants, gifts, endowments, etc.
- To adopt bylaws and other rules of procedure to achieve its purposes and functions.
- To recommend rules governing the use of trails, bike lanes, and sidewalks.
- To assist with the adjudication of complaints, disputes or other grievances from the public arising out of walking and biking activities.
• To evaluate programs and activities which are offered from year to year.
• To perform other duties and responsibilities as may be conferred by the City of Brownsville City staff from time to time.
• To promote a wide range of programs that will encourage walking and biking in the community.
• To review and recommend updates and amendments to the Connecting Brownsville: Bicycle and Trail Master Plan.
• To identify funding alternatives and other resources for the operation and maintenance of bicycle and pedestrian facilities and programs.
• To review and update the bylaws annually or as needed.

ARTICLE 2. MEMBERSHIP.
(A) The committee is composed of nine members, six of which will be community members appointed by the city commission and three City staff appointed by City Management.

(B) All member serves at the pleasure of the city commission.

(C) Committee members are eligible to serve two (2) terms either consecutively or nonconsecutively. Three (3) members shall serve for three (3) year terms, two (2) members shall serve for two (2) terms, and one (1) shall serve for one (1) year term. The successors thereof shall each be appointed to three (3) year terms.

(D) An individual committee member may not act in an official capacity except through the action of the committee.

(E) A committee member who is absent for two consecutive regular meetings or half of all meetings in a “rolling” twelve month timeframe is subject to removal based on a vote from the Committee. This does not apply to an absence due to illness or injury of the committee member, an illness or injury of a committee member's immediate family member, or the birth or adoption of the committee member's child for 90 days after the event. The committee member must notify the staff liaison of the reason for the absence no later than the date of the next regular meeting of the committee. Failure to notify the liaison before the next regular meeting of the committee will result in an unexcused absence.

(F) The Chairperson retains his or her ability to discuss, make motions and vote on issues before the Committee. The Chairperson shall:

1. Preside at all meetings with all powers under parliamentary procedure; utilize Roberts Rule of order.
2. Shall rule out of order any irrelevant remarks; remarks which are personal; remarks about another's race, religion, sex, physical condition, ethnic background, beliefs, or similar topics; profanity; or other remarks which are not about the topic before the Committee;
3. Restate all motions as pursuant to Article 4, Section E., of these Bylaws;
4. Appoint sub-committees;
5. Appoint officers of sub-committees or choose to let the sub-committees select their own officers.
6. May call special meetings pursuant to these Bylaws;
7. Review with the staff, prior to a Committee meeting, the items to be on the agenda if he or she so chooses;
8. Periodically meet with the City Staff members to review operation, procedures, and to monitor progress on various projects.
9. Act as the Committee's chief spokesman and lobbyist to represent the Committee at local, regional, and state government levels.
10. Perform such other duties as may be ordered by the Committee.

ARTICLE 3. BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE.
(A) The Bicycle and Pedestrian Advisory Committee membership should include citizens of the city who are interested in cycling, walking and jogging for recreation, health or transportation.

(B) The committee shall advise the City Commission and the City Manager regarding:
   (1) the acquisition, development, improvement, equipment, and maintenance of city on-street and off-street walking and biking facilities;
   (2) the future development of the City’s hike and bike network, and the purchase of additional land for those purposes; and
   (3) improvements in the maintenance, operation, and general welfare of the City’s hike and bike facilities and their use by the public.

(C) The committee shall outline a general plan of development for new hike and bike infrastructure, including landscaping, roads, trails, amenities, and equipment. The committee shall submit the plan to the Planning Department and City Management for detail development, and City Staff shall then submit the plan to the city council for approval.

(D) The committee shall promote close cooperation between the City and all private citizens, institutions, and agencies interested in or conducting recreational activities, so that all recreational resources within the City may be coordinated to secure the greatest public welfare.

(E) Accepting gifts. Gifts shall not be accepted by a member of the Committee or from anyone connected with an agenda item before the Committee; as used here gifts shall mean cash, any tangible item, or service, regardless of value and food value over $10.00.

(F) The committee shall perform other duties as prescribed by the City Code or as directed by the City Commission.

ARTICLE 4. MEETINGS.
(A) Regular Meetings. Meetings of the Committee shall be held quarterly at the time and location given in the public notice of the meeting.

(B) Special Meetings. Special Meetings shall be called in the following manner:
   a. By the Chairperson
b. By any two members of the Committee

c. Notice of special meetings shall be given to the Office of the City Secretary at least seventy-two (72) hours prior to such meeting and shall state the purpose, time, day, month, date, year, and location of the meeting.

(C) Recess. After the meeting has been in session for two hours the Chairperson or Committee shall suspend the Committee’s business and evaluate the remaining items on the agenda. The Committee shall then decide to finish that meeting agenda, may act to continue the meeting on another day (fix time at which to adjourn), or complete some agenda items and continue the meeting on another day to complete other agenda items or postpone certain agenda items to the next meeting. If applicable such action shall include the time, day, month, date, year, and location the Committee will reconvene. If more than 18 hours will pass before the reconvened committee, public notice shall be given. Upon reconvening a roll call of attendees shall be the first item of business before proceeding with the same agenda. The Committee shall resume with the same meeting agenda, proceeding at the same point where they left off, without the addition of additional business.

(D) Quorum. Four (4) voting members regardless if vacancies exist or not, shall constitute quorum for the transaction of business and taking of official action for all matters before the Committee. Whenever a quorum is not present at a regular or special meeting, those present shall adjourn the meeting to another day.

(E) Motions. Motions shall be restated by the Chairperson before a vote is taken.

(F) Voting. Voting shall be by voice and shall be recorded as passing or failing. Roll call votes will be recorded only upon request by a member of the Committee and shall be recorded by “yes” or “no”. Members must be present to cast a vote. Voting by proxy shall not occur. The affirmative vote of a quorum shall be necessary for the adoption of motions.

(G) Parliamentary Procedure. Parliamentary procedure in Committee meetings shall be informal. However, if required to keep order, Committee meetings shall then be governed by Roberts Rules of Order Newly Revised (10th Edition, Perseus Publishing, New York, 2000) for issues not specifically covered by these bylaws. Whereas these Bylaws conflict or are different than Roberts Rules of Order, then these bylaws control.

(H) Public participation. All regular and special meetings, hearings, records, and accounts shall be open to the public.

a. Public comment on all non-agenda items should be presented at the beginning of the meeting where provided during the agenda item for public comment. There will be a 15 minute time period for all public comments. Time limitations may be set if there are many present for public comment.

b. Public comment on agenda items will be accepted when the agenda item is introduced. Each public comment may not exceed 3 minutes. After that point during the meeting, public comment is normally not allowed; however, sometimes the Committee may direct questions to members of the public.
c. The Chairperson may limit the amount of time allowed for each person wishing to make public comment at a Committee meeting. The Chairperson may ask members of the audience to caucus with others sharing similar positions so they may select a single spokesperson. If a single spokesperson is selected, that individual shall be able to make public comment at the Committee meeting without time limit or an extended time limit.

(I) Consensus Business. Certain items of business before the Committee are routine matters which will be approved with one motion, no discussion normally occurs unless a member so requests, in which the item will be removed for separate vote. The individual preparing the agenda may mark such items on the agenda as a Consent Item, if that individual feels it qualifies as consensus business. The agenda or material presented on the issue should indicate the proposed action (approve, disapprove, no comment, approve with modification). The approval of minutes and the expense report shall be proposed on the agenda as Consent Items. Consensus business can be proposed for any item on the agenda.

(J) Order of Business. Agenda. The Secretary, or designee, shall prepare an Agenda for each meeting and the order of business shall be as follows:

a. Call to order.
b. Public comment.
c. Members’ comment(s).
d. Action items.
e. Adjournment

(K) Placement of Items on the Agenda.

a. City Management shall designate the office of record for the Committee.
b. City Staff committee members may receive items on behalf of the Committee between the time of the adjournment of the previous Committee meeting and eight business days prior to the next regularly scheduled Committee meeting.
c. The deadline to add items to the Committee’s meeting agenda shall be seven (7) business days prior to the next regularly scheduled Committee meeting.

ARTICLE 5. RECORDS.
Minutes and Record. A record of Committee meetings, which, shall at a minimum include an indication of the following:

(A) Copy of the meeting posting pursuant to Texas Government Code Chapter 551 (Texas Open Meetings Act).

(B) Copy of the minutes, and all its attachments pursuant to Texas Government Code Chapter 551 (Texas Open Meetings Act) which shall include a summary of the meeting, in chronological sequence of occurrence:

a. Time and place the meeting was called to order.
b. Attendance.
c. Indication of others present (listing names if others choose to sign in and/or a count of those present).
d. Summary or text of points of all reports given at the meeting, and who gave the report and in what capacity. An alternative is to attach a copy of the report if offered in writing.

e. Summary of all points made in public participation or at a hearing and an indication of who made the comments. An alternative is to attach a copy of the public's statement, petition, or letter if it is provided in written form.

f. Full text of all motions introduced, whether seconded or not, who made the motion and who seconded the motion. For each motion, the following should be included:
   i. Who testified and a summary of what was said.
   ii. A statement of what is being approved.
   iii. What exhibits were submitted (if any).
   iv. What evidence was considered (summary of discussion by members at the meeting).
   v. The decision (e.g. approve, deny, approve with modification).

g. Who called the question.

h. The type of vote and its outcome.

(C) Records of any action, support documents, maps, photographs, correspondence received, shall be attached as an appendix to the minutes.

(D) Retention. Committee records shall be preserved and kept on file according to the following schedule:
   a. Minutes, oaths of officials, other records of decisions, Committee or department publications: Permanent.
   b. Correspondence: Permanent.

ARTICLE 8. COMMITTEES.

(A) Ad Hoc Sub-committees. The Committee or Chairperson may establish and appoint ad hoc sub-committees for special purposes or issues, as deemed necessary. Less than a quorum may serve on an ad hoc committee at any given time.

(B) Citizen Sub-committees. The Committee or Chairperson may establish and appoint citizen committees with the consent of the Committee. Membership can be any number, so long as less than a quorum of the Committee serve on a citizen committee at any given time. The purpose of the citizen committee is to have more citizen and municipal government involvement, to be able to use individuals who are knowledgeable or expert in the particular issue before the Committee and to better represent various interest groups in the City of Brownsville.

ARTICLE 9. RULES OF PROCEDURES FOR ALL SUB-COMMITTEES.

(A) Subservient to the Committee. All sub-committees are subservient to the Committee and report their recommendations to the Committee for review and action. The Committee can overrule any action of any sub-committee.

(B) Same Principles. The same principals of these Bylaws for the Committee also apply to all sub-committees of the Committee including, but not limited to:
a. Officers. Officers of sub-committees are appointed by the Chairperson of the Committee at the time the sub-committee is created, or are elected by the sub-committee’s membership at their first meeting. Officers, at a minimum, include a Chair and Secretary-Vice Chair.
b. Quorum. A sub-committee’s quorum shall be at least half the total appointed membership of the sub-committee.
c. Voting. Only those appointed members of a sub-committee, who are present at the time of a vote shall be eligible to cast a vote.
d. Attendance. If any member of a sub-committee is absent from three consecutively scheduled meetings, then that member shall be considered delinquent. Delinquency shall be grounds for the Committee to remove any member from the sub-committee. The sub-committee Secretary-Vice-Chair or acting sub-committee Secretary in the absence of the elected sub-committee Secretary-Vice-Chair shall keep attendance records and notify the Committee of any sub-committee member who is absent from three consecutively scheduled meetings so the Committee may consider removal of the individual from the sub-committee or excuse the absence(s).
e. Minutes. Vice-Chair of the sub-committee shall keep minutes of the sub-committee meetings in the same format used by the Committee and filed in the same office as the Committee’s minutes.
f. Staff. Sub-committees have reasonable use of City Staff time, assistance, and direction for performing the work of the sub-committee.
g. Public. All sub-committee meetings are open meetings available for public attendance and participation. Minutes of the meetings are to be available for public inspection under the same principals found in Texas Government Code Chapter 551 (Texas Open Meetings Act)

ARTICLE 10. OTHER MATTERS TO BE CONSIDERED BY THE COMMITTEE.

(A) Committee Action. The following matters shall be presented for consideration at a meeting of the Committee:

a. At least annually, the adoption of priorities for the Committee’s plan of work.
b. Annually, preparation of an annual report of the Committee to the City Commission.
c. Office, or Administrative Policy.
d. Such other matters as the Chairperson or City Staff shall find it advisable or essential to receive consideration by the Committee.

ARTICLE 11. ADOPTION, REPEAL, AMENDMENTS.

(A) Upon adoption of these Bylaws [March 20, 2018], they shall become effective and all previous Bylaws, shall be repealed.

a. The Committee may suspend any one of these Bylaws, for a duration of not more than one agenda item or meeting.
b. These Bylaws may be amended at any regular or special meeting by a two-thirds (⅔) vote of the appointed members.
c. Proposals to amend these Bylaws may be made at a regular meeting of the Committee. However, the final vote on proposed amendments shall be delayed until the next regular meeting of the Committee.

Adopted March 20, 2018
**AGENDA REQUEST FORM**

**Item Number:** 10.

**Select One:**

<table>
<thead>
<tr>
<th>Executive Session (City Attorney Only)</th>
<th>Workshop</th>
<th>Presentation</th>
<th>Agenda</th>
<th>Ordinance</th>
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</thead>
<tbody>
<tr>
<td>Time needed: ______</td>
<td>Time Needed: ____</td>
<td>Time Needed: ____</td>
<td>Action</td>
<td>First Reading</td>
</tr>
<tr>
<td>Action Item: ______</td>
<td></td>
<td></td>
<td></td>
<td>Second Reading</td>
</tr>
</tbody>
</table>

**Brief Description of Agenda Item:**
Consideration and action to appoint or re-appoint members to the Bicycle and Pedestrian Advisory Committee (BPAC).

**FINANCIAL:**

- Budgeted Y / N
- Matching Funds Required Y / N
If yes, how much ________________

**REVIEWING DEPARTMENTS ONLY**

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

<table>
<thead>
<tr>
<th>City Attorney</th>
<th>Date Reviewed: ________</th>
<th>By: ________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comments:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

---

**City Manager Approval**

______________________________ Date: ________________
### 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>Edgar Gaucin</td>
<td>4</td>
<td>1</td>
<td>12/1/2015</td>
<td>12/1/2017</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>No.</td>
</tr>
<tr>
<td>Joe Lee Rubio</td>
<td>4</td>
<td>1</td>
<td>12/1/2015</td>
<td>12/1/2017</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>No.</td>
</tr>
<tr>
<td>Ysaias Presas</td>
<td>3</td>
<td>1</td>
<td>12/1/2015</td>
<td>12/1/2017</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>No.</td>
</tr>
<tr>
<td>Susana Pablo</td>
<td>2</td>
<td>1</td>
<td>12/1/2015</td>
<td>12/1/2017</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>No.</td>
</tr>
<tr>
<td>Gerardo Ruiz</td>
<td>4</td>
<td>1</td>
<td>12/1/2015</td>
<td>12/1/2017</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>No.</td>
</tr>
<tr>
<td>Fernando Martinez</td>
<td>3</td>
<td>1</td>
<td>12/1/2015</td>
<td>12/1/2017</td>
<td>Y</td>
<td>Y</td>
<td>Y</td>
<td>No.</td>
</tr>
</tbody>
</table>

### APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS - CANNOT SERVE ON MORE THAN 2 BOARDS

<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>
</tr>
</thead>
<tbody>
<tr>
<td>Rose Timmer</td>
<td>3</td>
<td>Brownsville Beautification Committee</td>
<td>Y</td>
<td></td>
<td>Pedestrian, senior programming, bike education &amp; outreach.</td>
</tr>
<tr>
<td>Jose Rivera</td>
<td>3</td>
<td></td>
<td>Y</td>
<td></td>
<td>Cycling, community engagement, &amp; healthy activities.</td>
</tr>
<tr>
<td>Collin B. Ellis</td>
<td>N/A</td>
<td></td>
<td>Y</td>
<td></td>
<td>Cycling, volunteerism, &amp; improving alternative transportation,</td>
</tr>
<tr>
<td>Edgar Gaucin</td>
<td>4</td>
<td></td>
<td>Y</td>
<td>Y</td>
<td>Cycling, advocacy, education &amp; outreach.</td>
</tr>
<tr>
<td>Ysaias “Henry” Presas</td>
<td>3</td>
<td></td>
<td>Y</td>
<td>Y</td>
<td>Cycling, health initiatives, and advocacy.</td>
</tr>
<tr>
<td>Susana Pablo</td>
<td>2</td>
<td></td>
<td>Y</td>
<td>Y</td>
<td>Running, event coordination &amp; advocacy.</td>
</tr>
<tr>
<td>Fernando Martinez</td>
<td>3</td>
<td></td>
<td>Y</td>
<td>Y</td>
<td>Cycling, advocacy &amp; education</td>
</tr>
<tr>
<td>Gerardo Ruiz</td>
<td>4</td>
<td></td>
<td>Y</td>
<td>Y</td>
<td>Cycling for transportation, volunteering for education &amp; outreach.</td>
</tr>
</tbody>
</table>

Ordinance Number: 2018-1603-A
Board Name: Bicycle and Pedestrian Advisory Committee
Meeting Date: March 20, 2018
Composition: 5
Term of Office: 2
Consideration and ACTION to appoint one (1) member to the Parks and Recreation Advisory Board Committee.

To replace Nathan A. Burkhart (appointed on 01/5/16 - 01/05/19) who resigned due to being hired by the City of Brownsville.

Additional Comments: (Write in advisory board or committee name and recommendation if applicable)

To replace Nathan A. Burkhart (appointed on 01/5/16 - 01/05/19) who resigned due to being hired by the City of Brownsville.

City Manager Approval

--------------------------------------------------------------- Date: __________________
PARKS AND RECREATION ADVISORY COMMITTEE

AUTHORITY FOR CREATION AND OPERATION:
The Parks and Recreation Advisory Committee was created by Ordinance No. 91-1232, amending Chapter 24 the Code of Ordinances by adding a new section 24-15.

COMPOSITION:
The Committee shall consist of: Seven (7) members.

METHOD OF APPOINTMENT:
Each member shall be appointed by the City Commission.

TERMS OF OFFICE:
The terms of said members initially shall be three (3) members for three (3) year terms, two (2) members for two (2) year terms, and two (2) members for one (1) year term. The successors thereof shall each be appointed to three (3) year terms.

All terms shall be two (2) years, unless otherwise provided by State law or ordinance. –Source: City Board Appointment Policy – Resolution 2012-005)

GENERAL POWERS AND DUTIES:
The purpose of the committee shall be to:
   A. Serve as a fact finding and advisory body and make recommendations with reference to park management, and operations. Said committee shall provide guidance and advice regarding improvement and maintenance of the City’s parks, and on all matters involving Parks and Recreation thereon.
   B. Perform any additional duties as determined by the City Commission.

MEETING TIME AND PLACE:
The Parks and Recreation Advisory Committee meet on the first Thursday of every month, at 12:00 noon, at different locations.

A quorum consists of four (4) voting members.
<table>
<thead>
<tr>
<th>PRESENT MEMBERS:</th>
<th>TERM:</th>
<th>EFFECTIVE DATE:</th>
<th>TERM EXPIRES:</th>
<th>APPOINTED BY:</th>
<th>APPOINTED DATE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jerry L. Hatley⁶</td>
<td>2nd 3-yr. term</td>
<td>08/18/2015</td>
<td>08/18/2018</td>
<td>Comm. Gowen (B)</td>
<td>08/18/2015</td>
</tr>
<tr>
<td>Vacant⁴</td>
<td>1st 3-yr. term</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dillon Vanderford ⁴</td>
<td>1st 3-yr. term</td>
<td>08/18/2015</td>
<td>08/18/2018</td>
<td>Comm. Longoria (1)</td>
<td>08/18/2015</td>
</tr>
<tr>
<td>Anisa H. Ramirez⁷</td>
<td>2nd 3-yr. term</td>
<td>08/18/2015</td>
<td>08/18/2018</td>
<td>Comm. Tetreau (2)</td>
<td>08/18/2015</td>
</tr>
<tr>
<td>Myrta I. Garza ³</td>
<td>1st 3-yr. term</td>
<td>08/18/2015</td>
<td>08/18/2018</td>
<td>Comm. Longoria (1)</td>
<td>08/18/2015</td>
</tr>
<tr>
<td>Jose A. Escobedo ²</td>
<td>1st 3-yr. term</td>
<td>06/06/2017</td>
<td>06/06/2020</td>
<td>Comm. Gowen (B)</td>
<td>06/06/2017</td>
</tr>
<tr>
<td>Esli Ceballos ⁵</td>
<td>1st 3-yr. term</td>
<td>06/06/2017</td>
<td>06/06/2020</td>
<td>Comm. Gowen (B)</td>
<td>06/06/2017</td>
</tr>
</tbody>
</table>

**EX-OFFICIO – NON-VOTING MEMBERS**
Vacant

**CHAIRPERSON:**
Dillon Vanderford, 139 Draper Dr., Brownsville, Texas 78521
Cell: 956-371-5005; e-mail: dillonshop@att.net

**CITY STAFF CONTACT:**
Damaris McGlone, Parks & Recreation Director
956/243-7970 (cell); 982-1049 (fax)
E-mail: Damaris.mcglone@cob.us

¹ Nathan A. Burkhart appointed to replace Rocio Mayes appointed (09/15/15) who replaced Leo Rosales whose term expired.
² Jose A. Escobedo appointed to replace Marianne H. Sanchez who resigned on (04/19/17).
³ Myrta I. Garza appointed (8/18/15) replaced Meri Heggie whose term expired.
⁴ Dillon Vanderford appointed (8/18/15) replaced Sergio Zarate whose term expired
⁵ Esli Ceballos appointed to replace Richard M. Perez whose position was vacated (05/4/2017)
⁶ Jerry L. Hatley re-appointed (8/18/15)
⁷ Anisa Gonzalez re-appointed (8/18/15)

*Parks and Recreation Advisory Committee Revised March 01, 2018*
### Present Board Members

<table>
<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>
</tr>
</thead>
<tbody>
<tr>
<td>Jerry L. Hatley*</td>
<td>4</td>
<td>3 yr.</td>
<td>08/18/2015</td>
<td>08/18/2018</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Anisa H. Ramirez*</td>
<td>3</td>
<td>3 yr.</td>
<td>08/18/2015</td>
<td>08/18/2018</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td>B.C.I.C. Commission</td>
</tr>
<tr>
<td>Myrta I. Garza</td>
<td>3</td>
<td>3 yr.</td>
<td>08/18/2015</td>
<td>08/18/2018</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dillon E. Vanderford</td>
<td>2</td>
<td>3 yr.</td>
<td>08/18/2015</td>
<td>08/18/2018</td>
<td>Y</td>
<td>Y</td>
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<td>Board of Adjustments</td>
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<tr>
<td>Jose A. Escobedo</td>
<td>4</td>
<td>3 yr.</td>
<td>06/06/2017</td>
<td>06/06/2020</td>
<td>Y</td>
<td>Y</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### 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.

### Applications on File - Prospective Board Members - Cannot Serve on More Than 2 Boards

<table>
<thead>
<tr>
<th>Applicants</th>
<th>Residing District</th>
<th>Serving on Other City Boards</th>
<th>Eligible for Re-Appt (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
<th>Areas of Interest</th>
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<tbody>
<tr>
<td>Adrian Delgado</td>
<td>2</td>
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<td>Parks &amp; Recreation Advisory Board</td>
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<tr>
<td>Orlando Garza, Jr.</td>
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<td>Parks &amp; Recreation Advisory Board</td>
</tr>
<tr>
<td>Ofelia E. Garza</td>
<td>4</td>
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<td></td>
<td>Parks &amp; Recreation Advisory Board</td>
</tr>
</tbody>
</table>

- 2nd term on the Parks & Recreation Advisory Committee
**AGENDA REQUEST FORM**

**Item Number:** 12.

**COMMISSION MEETING DATE:** 03/20/2018  
**DEPT:** Library  
**CONTACT:** Jerry Hedgecock, Director  
(956)548-1055  jerry@cob.us

**AGENDA**

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

**Brief Description of Agenda Item:**  
Consideration and ACTION to appoint and/or re-appoint members to the Brownsville Public Library System Advisory Board.

**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)

Ms. Graciana De Pena, Mr. Merrill Hammons and Ms. Karen F. Pena want to be re-appointed to the Board.

**City Manager Approval**

_________________________________________  
Date: ________________

CS Form 002 – 10/2015
### Present Board Members

<table>
<thead>
<tr>
<th>Present Board Members</th>
<th>Residing District</th>
<th>Term</th>
<th>Appointed</th>
<th>Expires</th>
<th>Eligible for Re-Appt (Y/N)</th>
<th>Willing to Serve (Y/N)</th>
<th>Staff Recommendation (Y/N)</th>
<th>Serving on Other City Boards</th>
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<td>7/7/2015</td>
<td>1/31/2018</td>
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<td>Merrill Hammons</td>
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<td>3yrs</td>
<td>4/17/2012</td>
<td>1/31/2018</td>
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<td>Y</td>
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<td></td>
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<tr>
<td>Karen Pena</td>
<td>2</td>
<td>3yrs</td>
<td>4/17/2012</td>
<td>1/31/2018</td>
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<td>Y</td>
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<td>Roberto M. Rosas</td>
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<td>1/31/2017</td>
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<td>Rosie S. Garena</td>
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<td>3yrs</td>
<td>3/4/2014</td>
<td>1/31/2017</td>
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<td>Y</td>
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<td>Mary O. Trevino</td>
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<td>3yrs</td>
<td>3/4/2014</td>
<td>1/31/2017</td>
<td>Y</td>
<td>Y</td>
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<td>Rose Marie Lehmann</td>
<td>4</td>
<td>3yrs</td>
<td>4/19/2016</td>
<td>1/31/2019</td>
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<td></td>
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<tr>
<td>Marianela Walker</td>
<td>3</td>
<td>3yrs</td>
<td>3/4/2014</td>
<td>1/31/2017</td>
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<td>Y</td>
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<td>Alexandre Couture Gagnon</td>
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<td>4/19/2016</td>
<td>1/31/2019</td>
<td>Y</td>
<td>Y</td>
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### Applications on File - Prospective Board Members - Cannot Serve on More than 2 Boards

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<th>Applicants (3)</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>
</tr>
</thead>
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<tr>
<td>Graciana De Pena</td>
<td>3</td>
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<td>Y</td>
<td>Y</td>
<td>Brownsville Public Library System Advisory Board</td>
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<tr>
<td>Merrill Hammons</td>
<td>2</td>
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<td>Y</td>
<td>Brownsville Public Library System Advisory Board</td>
</tr>
<tr>
<td>Karen Pena</td>
<td>2</td>
<td></td>
<td>Y</td>
<td>Y</td>
<td>Brownsville Public Library System Advisory Board</td>
</tr>
<tr>
<td>Jessica D. Hinojosa</td>
<td>3</td>
<td>N</td>
<td>Y</td>
<td>Y</td>
<td>Brownsville Public Library System Advisory Board</td>
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AGENDA REQUEST FORM

Item Number: __________

COMMISSION MEETING DATE: 3/20/18
DEPT: Planning CONTACT: Constanza Miner

AGENDA

Select One:

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<th>Executive Session (City Attorney Only)</th>
<th>Workshop</th>
<th>Presentation</th>
<th>Agenda</th>
<th>Ordinance</th>
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<td>Time needed: _____</td>
<td>Time Needed: _____</td>
<td>Time Needed: _____</td>
<td>Public Hearing Contract Grant Action Consent</td>
<td>First Reading Second Reading</td>
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Brief Description of Agenda Item:
Consideration and Action regarding appointments to the City Board of Adjustment.

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)
The Planning & Development Services Department is requesting the removal of alternate Mr. Pedro Torres, the reappointment of Mr. Roy De Los Santos as a regular member, and to reaffirm the positions of Mr. John Kinch and Mr. Donald De Leon.

City Manager Approval
_________________________________________ Date: ________________
<table>
<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>
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<td>3</td>
<td>2yr</td>
<td>03/21/2017</td>
<td>03/21/2019</td>
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<td>Mary Alice Loya</td>
<td>4</td>
<td>2yr</td>
<td>03/21/2017</td>
<td>03/21/2019</td>
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<tr>
<td>Howard Slackman</td>
<td>3</td>
<td>2yr</td>
<td>03/21/2017</td>
<td>03/21/2019</td>
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<tr>
<td>John Kinch</td>
<td>4</td>
<td>2yr</td>
<td>05/16/2017</td>
<td>05/16/2019</td>
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<tr>
<td>Donald De Leon</td>
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<td>2yr</td>
<td>05/16/2017</td>
<td>05/16/2019</td>
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<td>Pedro De Leon</td>
<td>1</td>
<td>2yr</td>
<td>05/16/2017</td>
<td>05/16/2019</td>
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APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS - CANNOT SERVE ON MORE THAN 2 BOARDS

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<th>Applicants</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>Buildings and Standards Commission</td>
<td>Y</td>
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COMMISSION MEETING DATE: 3/20/18

City Manager's Office CONTACT: Michael L. Lopez

AGENDA REQUEST FORM

Item Number: 14.

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<tr>
<td>Time needed: ______</td>
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<td>Time Needed: _____</td>
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<tr>
<td>Action Item: ______</td>
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Brief Description of Agenda Item:
Consideration and ACTION to appoint or re-appoint members to the Civil Service Commission.

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: ________________
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<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>
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<td>Andres Vega, Jr.</td>
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<td>3rd 3 yr. term</td>
<td>03/03/2018</td>
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<td>Maria Lidia Gonzalez</td>
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<td>2nd 3yr. term</td>
<td>03/03/2018</td>
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<td>Santiago Galarza, Jr.</td>
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<td>4th 3 yr. term</td>
<td>03/03/2018</td>
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APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS - CANNOT SERVE ON MORE THAN 2 BOARDS

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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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<td>Jorge Green</td>
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<td>Maria Lidia Gonzalez</td>
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<td>Marco A. Longoria</td>
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AGENDA REQUEST FORM

Item Number: 15.

Select One:

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

Brief Description of Agenda Item:
Consideration and ACTION to enter into an Interlocal Agreement with Cameron County Bridge Campaign.

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: ________________
INTERLOCAL COOPERATION AGREEMENT  
BETWEEN CAMERON COUNTY AND THE CITY OF BROWNSVILLE

THIS AGREEMENT IS MADE ON THIS 20TH DAY OF MARCH, 2018, BY AND BETWEEN CAMERON COUNTY (HEREINAFTER “COUNTY”) AND THE CITY OF BROWNSVILLE (HEREINAFTER “BROWNSVILLE”) PURSUANT TO THE PROVISIONS OF THE TEXAS INTERLOCAL COOPERATION ACT, AS FOLLOWS

WITNESSETH:

WHEREAS, THE COUNTY AND BROWNSVILLE JOINTLY OWN THE VETERANS INTERNATIONAL BRIDGE AT LOS TOMATES (HEREINAFTER “BRIDGE”)

WHEREAS, THE COUNTY AND BROWNSVILLE HAVE DETERMINED THAT THE VETERANS INTERNATIONAL BRIDGE AT LOS TOMATES WOULD GREATLY BENEFIT FROM AN ADVERTISING CAMPAIGN INVOLVING DIGITAL, TELEVISION, AND RADIO;

WHEREAS, THE COUNTY AND BROWNSVILLE AGREE TO SHARE IN THE COSTS OF SUCH ADVERTISING CAMPAIGN;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. TERM

THIS INTERLOCAL AGREEMENT BECOMES EFFECTIVE ON MARCH 20, 2018. THIS INTERLOCAL AGREEMENT SHALL REMAIN IN EFFECT FOR NINE MONTHS, UNLESS OTHERWISE MODIFIED IN AN AMENDMENT.

II. ENGAGEMENT AND DUTIES


III. COMPENSATION

IV. ENTIRE AGREEMENT

THE INSTRUMENT AND ITS ATTACHMENTS CONTAIN THE ENTIRE AGREEMENT BETWEEN THE PARTIES RELATING TO THE RIGHTS HEREIN GRANTED AND OBLIGATIONS HEREIN ASSURED. ANY ORAL REPRESENTATIONS OR MODIFICATIONS CONCERNING THIS INSTRUMENT SHALL BE OF NO FORCE OR EFFECT EXCEPTING A SUBSEQUENT MODIFICATION IN WRITING, SIGNED BY THE PARTY TO BE CHANGED.

V. LAW COVERING/VENUE

THIS INTERLOCAL AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS INTERLOCAL AGREEMENT SHALL BE PERFORMABLE IN CAMERON COUNTY, TEXAS.

VI. AUTHORITY

BROWNSVILLE HEREBY CERTIFIES THAT IT IS AUTHORIZED TO ENTER INTO THIS INTERLOCAL AGREEMENT, AND THAT IT’S COMMISSION HAS AUTHORIZED THE EXECUTION OF THE SAME BY ITS MAYOR. THE COUNTY HEREBY CERTIFIES THAT IT IS AUTHORIZED TO ENTER INTO THIS INTERLOCAL AGREEMENT AND THAT IT’S COMMISSIONERS COURT HAS AUTHORIZED THE EXECUTION OF THE SAME BY THE COUNTY JUDGE.

EXECUTED ON THIS 20TH DAY OF MARCH 2018.

CAMERON COUNTY

EDDIE TREVINO, JR. COUNTY JUDGE

ATTESTED BY:

SYLVIA GARZA-PEREZ, COUNTY CLERK

CITY OF BROWNSVILLE

TONY MARTINEZ, MAYOR

ATTESTED BY:

GRISELDA ROSAS, CITY SECRETARY
(This page is intentionally left blank)
AGENDA REQUEST FORM

Item Number: 16.

City Manager
Contact: Ramiro Gonzalez

COMMISSION MEETING DATE: 3/20/201

AGENDA

Select One:

<table>
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<tr>
<th>Executive Session (City Attorney Only)</th>
<th>Workshop</th>
<th>Presentation</th>
<th>Agenda</th>
<th>Ordinance</th>
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<tr>
<td>Time needed: _____</td>
<td>Time Needed: _____</td>
<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>✓ Consent</td>
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Brief Description of Agenda Item:

Consideration and Action on MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BROWNSVILLE (COB) AND CAMERON COUNTY TO AUTHORIZE USE OF US CUSTOMS AND BORDER PROTECTION SECTION 559 DONATION ACCEPTANCE PROGRAM

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

REVIEWS 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
MEMORANDUM OF UNDERSTANDING
AMONG THE CITY OF BROWNSVILLE (COB) AND CAMERON COUNTY US CUSTOMS
AND BORDER PROTECTION SECTION 559 DONATION ACCEPTANCE PROGRAM

WHEREAS, the City of Brownsville understands the importance of cross border commerce to our community;

WHEREAS, Cameron County and US Customs and Border Protection (USCBP) currently have a Memorandum of Understanding with USCBP under the Section 559 Program that allows for local communities to partner with CBP to provide additional services at times when CBP resources are outnumbered by an increase in traffic.

WHEREAS, the City of Brownsville recognizes the need for additional staffing and local participation to facilitate cross border traffic, lower bridge wait times, and thereby increase the number of visitors to our community; and

WHEREAS, both entities agree that this MOU would facilitate providing the needed resources.

NOW, THEREFORE, the signatories agree to the following:

I. City of Brownsville will submit additional staffing request to Cameron County with a minimum of ten (10) days written notice from the requested time dates.

II. Cameron County will calculate the financial needs of the requested time and invoice the City of Brownsville for services requested.

III. Cameron County will agree to be the requesting agent, which would facilitate the services being rendered by USCBP.

IV. This MOU can be terminated by either party giving thirty (30) days written notice to the other party.

INWITNESS WHEREOF the undersigned, being duly authorized by their respective governing bodies, has signed the present Memorandum of Understanding.

Eddie Trevino, Jr. County Judge
Cameron County

Antonio Martinez, Mayor
City of Brownsville

Attested By: ........................................... Attested By: ...........................................
Sylvia Garza-Perez, County Clerk Griselda Rosas, City Secretary
Select One:

<table>
<thead>
<tr>
<th>Executive Session (City Attorney Only)</th>
<th>Workshop</th>
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<th>Agenda</th>
<th>Ordinance</th>
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<tr>
<td>Time needed: _______</td>
<td>Time Needed: _______</td>
<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></td>
<td>__Contract</td>
<td>__Second Reading</td>
</tr>
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</table>

Brief Description of Agenda Item:
Consideration and ACTION to award a contract to SmartCom Telephone, LLC for the Broadband & Commercial Internet Services for the Brownsville Public Library.

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)
RFP#SL-18-0218

City Manager Approval
________________________________________  Date: ____________

CS Form 002 – 10/2015
PURCHASING & CONTRACT SERVICES DEPARTMENT
PROCUREMENT ANALYSIS

Date: March 5, 2018
To: Mr. Michael L. Lopez, Interim City Manager
    Mr. Pete Gonzalez, Deputy City Manager
    Mr. Arturo Rodriguez, Interim Assistant City Manager & Health & Wellness Director
CC: Ms. Griselda Rosas, City Secretary
    Mr. Lupe Granado III, Finance Director
    Mr. Jerry Hedgecock, Public Information Services Director
From: Mr. Roberto C. Luna, Purchasing & Contract Services Director
Subject: Agenda Item for the City Commission meeting of March 20th, 2018: “Consideration
        and Action to Award a Term Contract for Broadband Commercial Internet Services
        for the Brownsville Public Library System”. RFP # ISL-18-0218

At the request of the Public Information Services Director, Jerry Hedgecock, the Purchasing &
Contract Services Department solicited formal sealed proposals for the aforementioned project.
Project milestones were accomplished as follows:

1. The legal advertisement appeared in The Brownsville Herald two times on January 7th,
   2018 and January 14th, 2018 and was posted in the Purchasing and BidNet Direct
   websites.

2. A Pre-proposal meeting was conducted on Thursday, January 18th, 2018 at 10:00 A.M.
   at the Purchasing & Contract Services Department Conference Room. A total of two (2)
   firms were represented at the meeting. One (1) addendum was released during the
   proposal process to extend the due date and allow for more participation.

3. Seal proposals were received for the subject project on Monday, February 12th, 2018 at
   4:00 P.M. A total of four (4) proposals were received. RFP’s were acknowledged by the
   Purchasing & Contract Services Office. Submitting vendors were:

   • AT&T
   • Foremost Telecommunications
   • SmartCom Telephone, LLC.
   • Spectrum Enterprise

4. Copies of proposals received were submitted to the Evaluation Committee[1] for review.

[1] Evaluation Committee Members:
   • Jerry Hedgecock, Public Information Services Director
   • James McCoy, Assistant Director, Public Information Services Director
   • Albert Castillo, Network Administrator, MIS
   • Bryan Avila, Assistant Internal Auditor
   • Juan Guerra, Director of Library Services

5. A total of one (1) meeting was conducted on March 2nd, 2018 to discuss the evaluation
   process and review the proposals submitted by four (4) firms. After reviewing submitted
   proposals, the committee members proceeded to score the submittals and request
   interview and negotiations with the highest ranked firm. [Bookmark “A” Evaluation Score
   Sheet]

6. The Evaluation Committee and Purchasing & Contracting office scheduled interview and
   negotiation at the Purchasing Conference room with the highest ranked firm on Monday
   March 5th, 2018.

7. Initial Interview was conducted with highest ranked firm to review their project cost
   submittal as well as firm’s time line to complete the transition process. Immediately after
the interview the evaluation committee proceeded to negotiate project cost and other
miscellaneous components of the RFP.

8. After finalizing interview and initial negotiations with highest ranked firm, a Best and
Final Offer “BAFO” was requested for the following revised price:

• Submittal Price – Internet Access of 5 Gigabits per second for a monthly flat rate fee
  of $3,990.00

• Revised Price – Internet Access of 5 Gigabits per second for a monthly flat rate fee of
  $3,232.90

  Staff negotiated a 18.97% reduction in monthly cost from original proposal

9. As a result of the negotiation process, the recommended firm and the City of Brownsville
Public Library System Department have reached a satisfactory services term contract
agreement. [Bookmark “B” Best and Final Offer “BAFO”]

Procurement Summary

1. Award a New Term Contract for Broadband Commercial Internet Services for the
Brownsville Public Library System to the responsive and responsible vendor,
SmartCom Telephone, LLC, of McAllen, TX., for Internet Access Services in the
amount of 5 Gigabits per second for a monthly flat rate fee of $3,232.90.
[Bookmark “B” Best and Final Offer “BAFO”]

2. The City of Brownsville evaluation committee concurs with this recommendation,
please see evaluation score sheet.

3. Term contract will be in effect for an initial term of thirty-six (36) months,
commencing on July 1, 2018 through June 30, 2021 with a voluntary
extension/renewal term of two (2) additional twelve (12) month term
unless notification is given in writing prior to the expiration of the initial
term. If no voluntary extension/renewal term is entered into within 30
days, the service will revert to a “month-to-month” service agreement.
Request for Proposals for Broadband Commercial Internet Services for the Brownsville Public Library
RFP# ISL-18-0218 February 2, 2018

Rubric Evaluation Score Sheet

<table>
<thead>
<tr>
<th></th>
<th>AT&amp;T</th>
<th>Foremost Telecommunications</th>
<th>SmartCom Telephone</th>
<th>Spectrum Enterprise</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member 1</td>
<td>58</td>
<td>50</td>
<td>75</td>
<td>72</td>
</tr>
<tr>
<td>Member 2</td>
<td>65</td>
<td>55</td>
<td>75</td>
<td>57</td>
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<td>Member 3</td>
<td>47</td>
<td>45</td>
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<td>72</td>
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<td>Member 4</td>
<td>36</td>
<td>48</td>
<td>71</td>
<td>53</td>
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<tr>
<td>Member 5</td>
<td>45</td>
<td>50</td>
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<td>57</td>
</tr>
<tr>
<td>Average Score</td>
<td>50</td>
<td>50</td>
<td>74</td>
<td>62</td>
</tr>
</tbody>
</table>
RFP # ISL-18-0218

PROPOSAL ACCEPTANCE AND AGREEMENT

THIS AGREEMENT is entered into by and between Brownsville Public Library System ("customer") address at 2600 Central Blvd, Brownsville, Texas 78520 and Smartcom Telephone LLC ("Smartcom") address at 600 Ash Avenue, McAllen, Texas 78501, for the purpose of establishing the terms and conditions under which Smartcom will provide Internet Access Services. Smartcom reserves the right to refuse service.

SERVICE TO BE PROVIDED. Smartcom, under the terms of this agreement will provide to Customer Internet Access Services as listed under Services below:

<table>
<thead>
<tr>
<th>Awarded Services</th>
<th>Term</th>
<th>Location Name</th>
<th>Address</th>
<th>Total Monthly</th>
</tr>
</thead>
<tbody>
<tr>
<td>Internet Access 5GB</td>
<td>36 Months</td>
<td>Brownsville Public Library System</td>
<td>2600 Central Blvd, Brownsville, TX 78520</td>
<td>$3,332.90</td>
</tr>
<tr>
<td>Internet Access 10GB</td>
<td>36 Months</td>
<td>Brownsville Public Library System</td>
<td>3600 Central Blvd, Brownsville, TX 78520</td>
<td>$6,440.00</td>
</tr>
<tr>
<td>Internet Access 15GB</td>
<td>36 Months</td>
<td>Brownsville Public Library System</td>
<td>2600 Central Blvd, Brownsville, TX 78520</td>
<td>$8,250.00</td>
</tr>
<tr>
<td>Internet Access 20GB</td>
<td>36 Months</td>
<td>Brownsville Public Library System</td>
<td>2600 Central Blvd, Brownsville, TX 78520</td>
<td>$9,548.00</td>
</tr>
<tr>
<td>Internet Access 25GB</td>
<td>36 Months</td>
<td>Brownsville Public Library System</td>
<td>2600 Central Blvd, Brownsville, TX 78520</td>
<td>$11,995.00</td>
</tr>
<tr>
<td>Internet Access 50GB</td>
<td>36 Months</td>
<td>Brownsville Public Library System</td>
<td>2600 Central Blvd, Brownsville, TX 78520</td>
<td>$32,995.00</td>
</tr>
<tr>
<td>Internet Access 100GB</td>
<td>36 Months</td>
<td>Brownsville Public Library System</td>
<td>2600 Central Blvd, Brownsville, TX 78520</td>
<td>$54,995.00</td>
</tr>
</tbody>
</table>

Plus applicable regulatory fees and surcharges

TERMS OF THE AGREEMENT. This Agreement shall be in effect for an initial term of thirty-six (36) months, commencing on July 1, 2018 through June 30, 2021 with a voluntary extension for two additional twelve (12) month terms unless notification is given in writing of the CUSTOMER's decision prior to expiration of the initial term. Otherwise, if a new term agreement is not entered into within thirty (30) days, the service will revert to a "month-to-month" service agreement. The monthly service charges may increase to the then-current rate, unless prior to the end of the initial term either party notifies the other, in writing, of their intent to terminate the agreement.

CHANGES TO SERVICE. A move of service will be considered as a "disconnect" and a new installation. Charges for new service will apply.

PAYMENT SCHEDULE. At the time of the first bill, the Customer will be billed Non-Recurring (installation) charges, as well as the appropriate monthly recurring charges ("MRC") for the service(s) ordered. All billing for services is done in advance. Title to any premise equipment supplied by Smartcom shall remain the property of Smartcom. Customer assumes the risk of loss or damage of the equipment upon delivery to Customer's location.

Monthly service charges are due and payable upon receipt of statement. Failure to pay monthly service charges shall give Smartcom the right, without liability, to temporarily disconnect service. To restore service will require payment of any unpaid balance and a reconnect charge. The charge for reconnecting is $50.00 per site. If service is not restored within ten (10) calendar days, the service will be permanently disconnected. To restore service after permanent disconnect, pre-payment of full unpaid balance, early termination charge, and new installation charges will apply.

RETURNED CHECKS: A returned check will be considered non-payment of the account. A $35.00 processing fee will be charged on all returned checks.

Revised 01/2013

Customer's Initials

600 Ash Ave - McAllen, TX 78501 • (956) 687-7070 • (956) 213-1203 (fax)
**Appropriate Use.** Appropriate use of Smartcom's Services. Customer agrees to maintain all passwords as private and confidential information. Customer agrees to use its Smartcom account in a way that conforms to all applicable laws and regulations. Customer understands that violation of certain generally accepted guidelines on Internet usage, such as restrictions on mass e-mailings (Spam) and advertising, or posting to inappropriate newsgroups, may cause severe operating difficulties for Smartcom, and would be a likely cause for the termination of Customer's account. Customer specifically agrees not to make any attempt to gain unauthorized access to any other systems or networks. Customer agrees to abide by Smartcom's Subscriber Acceptable Use Policy.

**Internet Content.** Customer understands that the information available through Smartcom or interconnecting networks may not be accurate, including the content displayed on the Smartcom Desktop. Customer understands that the some of the information available through Smartcom or interconnecting networks may be intended for adult audiences. Any filtering of Internet content will be the sole responsibility of Customer.

**Security Policy.** Customer understands that internetworking communications are not secure, and may be subject to interception or loss. Smartcom makes no warranties of any kind, either express, implied, or statutory concerning the data or information available through the use of its Smartcom network. Customer understands that the use of its Smartcom account, and any data or information accessed using that account, will be completely at its own risk. Customer is responsible for its network security. Smartcom will not be liable for damages arising out of unauthorized access to Customer's network.

**Customer Provided Equipment (CPE).** Smartcom is not responsible for equipment purchased/installed by Customer. Smartcom will not work on, or open any Customer-owned or personal computers. Any equipment purchased from Smartcom becomes Customer Provided Equipment (CPE) upon installation.

**Installation.** Prior to installation, Customer is responsible for ensuring that their computers are configured for network connection. Smartcom will provide/install the service to the Demarc, Intermediate Distribution Facility (IDF), Main Distribution Facility (MDF) or Customer designated area at the Customer's premises at the Customer's request. Customer will provide, or through a third party vendor, inside wiring and jack work.

Installation dates and times will be determined and communicated to Customer. If technician is on site and access cannot be provided, Customer may be charged a $45.00 “no show” fee and rescheduling may result in a delay of service.

**Service Delivery.** Actual data transmission or throughput may be lower due to Internet congestion, data filters, server or router speeds, protocol overheads, and other factors which Smartcom cannot control.

**Service Calls.** If Smartcom is called to the Customer site and it is determined that the problem is other than the Smartcom network or Smartcom-Provided interface device, a service fee of $65 will be charged for the first hour or any fraction thereof, and $25.00 for each additional half hour increment. The stated rates apply during regular business hours, out-of-hours; weekend and holiday rates will be higher.

**Delay.** Smartcom will not be liable for any delay in the delivery or installation of any service or for any damages suffered by Customer by reason of such delay is directly or indirectly caused by, or any manner arises from transportation delays or any other cause beyond the control of Smartcom.

**Consequential Damages.** Smartcom is not responsible for any consequential damages resulting from failure of or suspension of services.

Revised 01/2013

Customer's Initials: ________

600 Ash Ave - McAllen, TX 78501 • (956) 687-7070 • (956) 213-1203 (fax)
EARLY TERMINATION. Cancellation/termination before the end of the initial term period will be subject to a termination liability charge equal to 50% of the remaining balance of the contract. Additional charges may apply based upon the type of services.

NON-APPROPRIATIONS. By executing the Agreement, Customer warrants that Customer has funds appropriated and available to pay all amounts due hereunder through the end of Customer's current fiscal period. Customer further agrees to request all appropriations and funding necessary to pay for the Services for each subsequent fiscal period through the end of the Agreement Term. In the event Customer is unable to obtain the necessary appropriations or funding for the Services provided under this Agreement, Customer may terminate the Services without liability for the termination charges upon the following conditions: (i) Customer has taken all actions necessary to obtain adequate appropriations or funding; (ii) despite Customer's best efforts funds have not been appropriated and are otherwise unavailable to pay for the Services; and (iii) Customer has negotiated in good faith with SMARTCOM to develop revised terms, an alternative payment schedule or a new agreement to accommodate Customer's budget. Customer must provide SMARTCOM thirty (30) days' written notice of its intent to terminate the Services. Termination of the Services for failure to obtain necessary appropriations or funding shall be effective as of the last day for which funds were appropriated or otherwise made available. If Customer terminates the Services under this Attachment, Customer agrees as follows: (i) it will pay all amounts due for Services incurred through date of termination, and reimburse all unrecovered non-recurring charges; and (ii) it will not contract with any other provider for the same or substantially similar services or equipment for a period equal to the original Agreement Term.

ATTORNEY'S FEES. If either party commences an action against the other party to force the provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party, reasonable attorney's fees and cost of suit.

SEVERABILITY. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

NO IMPLIED WARRANTIES. The customer acknowledges that the services of the company are of such a nature that the services can be interrupted for many reasons other than the negligence of Smartcom, and that damages resulting from any interruption of the services are difficult to ascertain. Therefore, the customer agrees that Smartcom shall not be liable for any damages arising from the customer's use of the system or the services. Smartcom makes no warranties of any kind, express or implied, with respect to the system or the services. Smartcom disclaims any warrant of merchantability, fitness for a particular purpose, or non-infringement with respect to the system and the services. Smartcom shall not be liable to the user, or to any third party, for any loss or damage as a result of the use of the system or the services. This includes but is not limited to the loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions, whether caused by Smartcom's own negligence, errors, omissions or otherwise.

The liability of Smartcom for mistakes, omissions, interruptions, delays, errors, or defects in transmission shall not exceed an amount equivalent to the proportionate monthly recurring charge to the Customer for the period of service during which such events occur. No credit shall be allowed for an interruption of a continuous duration of less than two (2) hours. For purposes of determining service credits, a month shall be deemed to have seven hundred twenty (720) hours. Any credits will be offset against charges billed during the next month. Additional limitations on liability can be found in Smartcom's current End-User tariff on file with the Public Utility Commission of Texas.

FORCE MAJEURE: Smartcom is not liable for failure to perform their obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion,
revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service. Neither party is entitled to terminate this Agreement due to such circumstances.

VENUE. In the event of legal action arising out of or related to this Agreement, including claims for non-payment of amounts owed hereunder, Hidalgo County, Texas shall be the exclusive jurisdiction and legal venue for said action This Agreement shall be construed according to the laws of the State of Texas.

EXECUTED this _ day of __________, 20__

CAMERON

Customer Signature

Printed Name

2500 Central Blvd
Billing Address

Brownsville TX 78520
City State Zip Code

Smartcom Telephone, LLC. Signature

Alan Yoder
Printed Name

600 Ash Avenue
Address

McAllen TX 78501
City State Zip Code

956-687-7070
Telephone

Billing Telephone Number

"Approved as to Form and Legality by: Venue Change
This _ day of ________________
Title: AKA
Office of the Brownsville City Attorney"

Revised 01/2013

600 Ash Ave - McAllen, TX 78501 • (956) 687-7070 • (956) 213-1203 (fax)
Memorandum

To: Michael Lopez, Interim City Manager

From: Jerry Hedgecock, Director

CC: Pete Gonzalez, Deputy City Manager; Arturo Rodriguez, Interim Assistant City Manager; Lupe Granado, Finance Director; Roberto Luna, Purchasing Director; James McCoy, Assistant Director PISD

Date: March 9, 2018

Re: Broadband Commercial Internet Services Contract

I have reviewed the documentation presented by the Purchasing Department regarding the "Consideration and Action to Award a Term Contract for Broadband Commercial Internet Services for the Brownsville Public Library System" RFP#ISL-18-0218. I concur with the recommendation of the Scoring Committee for the selection of SmartCom Telephone, LLC.

The contract award amount is a monthly flat rate of $3,232.90 and includes an initial term of thirty-six (36) months commencing on July 1, 2018 through June 30, 2021 with two one year options to renew. The allowable contract award date is determined by the Federal E-Rate Grant Program that the Library participates in.

Funding for this project is available from the Library’s general budget account 01-490-761 (Communications).
**Item Number:** 18.

**Brief Description of Agenda Item:**
Consideration and Action to Award a Contract for Purchase of Portable Surveillance Cameras for the Brownsville Health Department.

**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)
Priced based on purchase via GSA Schedule 84 (Contract Number GS-07F-031DA)

**City Manager Approval**
_________________________________________  Date: ________________
Contents:

1. Wireless CCTV – Experts in LTE Video Surveillance ................................................. 3
2. Solution and System Overview .................................................................................. 4
3. Price .......................................................................................................................... 5
4. Airtime Package ....................................................................................................... 6
5. Airtime Acceptance Form ....................................................................................... 7
6. Training and Support ............................................................................................... 8
7. Terms and Conditions ............................................................................................... 10
1. Wireless CCTV – Experts in LTE Video Surveillance

Wireless CCTV LLC (WCCTV) is the market leader for wireless surveillance systems, and is the first to have a video surveillance product available in US which is Verizon certified.

Every WCCTV product is truly portable and easy to install. Images can be viewed from a CCTV control room, or on the move from a laptop, iPhone, iPad or Android device.

Why WCCTV?

Benefits of working with WCCTV include:

- Products specifically engineered for cell networks
- 17 years’ experience in Mobile video surveillance
- Verizon LTE certified
- Plug and play out of the box
- Full network and hardware support
- One point of contact for support service
- Dedicated support functions: reducing customer costs
2. Solution and System Overview

We will supply you with the following equipment and services:

**WCCTV Mini Dome**

Wireless CCTV's Mini Dome Camera System provides the user with complete flexibility and portability. The system can be deployed in any location and is ideal for rapid installation and temporary surveillance applications.

Standard Packages each comprising:

<table>
<thead>
<tr>
<th>WCCTV Mini Dome</th>
</tr>
</thead>
<tbody>
<tr>
<td>High Definition IP PTZ Day/Night Camera (Primary)</td>
</tr>
<tr>
<td>Analytics License</td>
</tr>
<tr>
<td>2TB digital recording device</td>
</tr>
<tr>
<td>High speed LTE connectivity</td>
</tr>
<tr>
<td>LAN Wi-Fi connectivity (2.4ghz or 5.8Ghz Wi-Fi)</td>
</tr>
<tr>
<td>GPS location</td>
</tr>
<tr>
<td>2 year warranty</td>
</tr>
</tbody>
</table>

The following add-ons can be provided:

<table>
<thead>
<tr>
<th>WCCTV Mini Dome – Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>LPR Camera</td>
</tr>
</tbody>
</table>
3. Price

Pricing based on purchase via GSA schedule 84 (contract number GS-07F-031DA)

11* WCCTV Analytics Mini Dome each including secondary LPR camera – package also includes
4* Solar Power packs for autonomous deployment

<table>
<thead>
<tr>
<th>Part Code</th>
<th>Item</th>
<th>Unit Price</th>
<th>QTY</th>
<th>Line Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>101-0999</td>
<td>WCCTV Analytics Mini Dome</td>
<td>$5,848.87</td>
<td>11</td>
<td>$64,337.57</td>
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<tr>
<td>101-9989</td>
<td>LPR Camera (Secondary)</td>
<td>$1,208.87</td>
<td>11</td>
<td>$13,297.57</td>
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<tr>
<td>101-2042</td>
<td>2TB HDD DVR</td>
<td>$352.64</td>
<td>11</td>
<td>$3,879.04</td>
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<tr>
<td>VER10GB2YR</td>
<td>WCCTV support package &amp; VZW data plan (24 Months - 10GB share)</td>
<td>$1,511.34</td>
<td>11</td>
<td>$16,624.74</td>
</tr>
<tr>
<td>365SOLARMD</td>
<td>Solar Power Pack for MD (pole mount)</td>
<td>$4,125.95</td>
<td>4</td>
<td>$16,503.80</td>
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<tr>
<td>SHIP</td>
<td>Shipping</td>
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<td>1</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td>$118,642.70</td>
</tr>
</tbody>
</table>

*excluding sales tax at the prevailing rate
4. Airtime Package

The suggested solution includes a 24 month data plan with 10GB per device, per month.

Airtime Support Services

<table>
<thead>
<tr>
<th>Support Provided</th>
<th>WCCTV Data Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 year warranty</td>
<td>Included</td>
</tr>
<tr>
<td>Advanced replacement</td>
<td>Included</td>
</tr>
<tr>
<td>Remote install</td>
<td>Included</td>
</tr>
<tr>
<td>Network management</td>
<td>Included</td>
</tr>
<tr>
<td>Remote bespoke training</td>
<td>Included</td>
</tr>
<tr>
<td>Remote diagnostics</td>
<td>Included</td>
</tr>
<tr>
<td>Support guides:</td>
<td></td>
</tr>
<tr>
<td>• Install</td>
<td></td>
</tr>
<tr>
<td>• software</td>
<td>Included</td>
</tr>
<tr>
<td>Training on demand</td>
<td>Included</td>
</tr>
<tr>
<td>Email tech support</td>
<td>Included</td>
</tr>
<tr>
<td>Telephone tech support</td>
<td>Included</td>
</tr>
<tr>
<td>Training videos</td>
<td>Included</td>
</tr>
<tr>
<td>Support Package</td>
<td>Included</td>
</tr>
<tr>
<td>Connection fee</td>
<td>Included</td>
</tr>
</tbody>
</table>
5. Airtime Acceptance Form

To: Wireless CCTV LLC, 866 Presidential Drive, Suite 406, Richardson, TX, 75081

From: [Company Name]

Company Number (if applicable):………..

The Customer:

- Agrees and accepts the terms of the Proposal from Wireless CCTV LLC version number 1.7 and dated February 27th 2018 (the “Proposal”).

The Customer agrees to purchase the following at the prices outlined in the Proposal:

<table>
<thead>
<tr>
<th>Customer P.O. Number</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Solutions (inc. product code)</td>
<td></td>
</tr>
<tr>
<td>Number of VZW connections</td>
<td></td>
</tr>
<tr>
<td>Minimum Term of VZW Connections</td>
<td></td>
</tr>
<tr>
<td>Data Package of Connections</td>
<td></td>
</tr>
<tr>
<td>Overage Charges</td>
<td></td>
</tr>
<tr>
<td>Commencement Date</td>
<td></td>
</tr>
<tr>
<td>Renewal Date</td>
<td></td>
</tr>
</tbody>
</table>

The Customer acknowledges that this Order Form is a legally binding contract on the terms set out in the Proposal upon our acceptance of the order.

Dated:

Signed for and on behalf of

The Customer by…………………………………………………………………………………………………...

Print name:…………………………………………………………………………………………………………

Position: ……………………………………………………………………………………………………………
6. Training and Support

WCCTV provides the following training and support options as standard with all solutions:

- Access to online training and support portal
  - Modular training guides
  - Video guides
  - Training on demand documentation
- Telephone support
- Email support
- 24 response to all technical support queries
- Onsite support
Wireless CCTV Limited

Conditions of Business

BY ORDERING THE EQUIPMENT AND/OR USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE THAT:

1. If you order any of the Equipment described above, you agree to purchase it at the prices set out above. If airtime is included with the Equipment, airtime in excess of the airtime set forth above shall be billed to you at standard rates in place at the time incurred, unless otherwise agreed to in a subsequent writing. If airtime is provided it shall be provided for a fixed term of 12, 24 or 36 months (the "Fixed Term"). Unless otherwise stated, if airtime is included, the pricing for airtime shall expire at the end of the Fixed Term of each piece of Equipment ordered. If airtime is included, the Fixed Term begins upon delivery of the Equipment and ends at the expiration of 12, 24, or 36 months after it begins, depending on which Fixed Term is agreed upon and ordered.

2. If airtime for the Equipment is purchased, the amount of monthly gigabytes specified above (the "Included Gigabytes") are included in the price of the Equipment during the Fixed Term, which, as stated above, begins on the date the Equipment is delivered. You will receive monthly invoices indicating your gigabyte usage during the prior period only if you exceed the amount of your Included Gigabytes. After the Included Gigabytes are used, gigabytes will be billed at WCCTV's standard rates at the time the airtime is incurred (except as provided in Paragraph 4 below).

3. If airtime for the Equipment is initially purchased, after expiration of the Fixed Term, upon written request you may elect a rate plan for airtime that is available at that time for a new Fixed Term, at which time you will be provided with a new proposal. After the expiration of the Fixed Term(s) of the Equipment, WCCTV's standard rates shall apply until you properly cancel your service as provided in the Terms and Conditions or until a new rate plan is agreed upon.

4. If airtime is purchased, the service and usage rates listed above shall only apply during the Fixed Term of the Equipment ordered. Such pricing cannot be guaranteed by WCCTV due to possible fluctuations in costs imposed on WCCTV by its service providers. However, if you have exceeded your Included Gigabytes and if WCCTV increases any overage usage rates that are specifically set out herein during the Fixed Term, you may cancel the service without incurring any additional Usage Charges (as defined in the Terms and Conditions) by providing written notice within 30 days following notice of any increase and otherwise complying with the Terms and Conditions.

5. All terms not defined herein shall have the same meaning as set forth in the terms and conditions.

6. You are bound by and subject to WCCTV's terms and conditions. The pricing information is provided to you herein. You acknowledge that you have received and read this proposal (including the pricing terms) and the terms and conditions herein and that you are bound by them even if you have not read them or signed a written agreement.

7. You acknowledge that the price you pay for the Equipment is not refundable and if service/airtime is provided, you may cancel only in accordance with the Terms and Conditions. If airtime is provided, you may only terminate your obligations hereunder upon full compliance with the Terms and Conditions. If airtime is provided, you acknowledge that you will remain liable for any outstanding charges for equipment usage activity not yet billed at the time of termination.

8. Pricing set out in the Proposal shall be valid for 30 days from the date of the Proposal. After that time, please contact WCCTV for current Pricing Detail.
7. Terms and Conditions

Wireless CCTV, LLC ("WCCTV") and you, as the person or entity placing an order ("You") with WCCTV, hereby agree to the following terms and conditions ("Terms and Conditions") with respect to the sale of certain equipment, including, but not limited to, wireless surveillance solutions and peripheral equipment (collectively, the "Equipment") and related airtime and other services (the "Service"). At WCCTV's option the Equipment may be offered without airtime. These Terms and Conditions are delivered in the proposal from WCCTV (the "Proposal") and are accepted by you upon placement of an order for Equipment, whether directly from WCCTV, from a third-party supplier/distributor/re-seller or any other source and constitute a binding and enforceable legal agreement between the parties. If there is a conflict between the terms of the Proposal and these Terms and Conditions, the Terms and Conditions shall control.

Authorization

1.1 If you are an entity and not an individual, then the person accepting these Terms and Conditions represents and warrants that he/she has been properly authorized and empowered to do so on behalf of such entity.

1.2 If you are an individual, you represent you are of legal age and have capacity to enter into these Terms and Conditions.

1.3 You authorize WCCTV and its assigns to verify your creditworthiness with a credit reporting agency at any time and to share information about your performance hereunder with third parties.

Order, Delivery and Equipment

2.1 WCCTV shall supply the Equipment at the price(s) specified herein, or otherwise in writing by WCCTV, upon placement of order.

2.2 WCCTV shall deliver the Equipment at its own risk to the address provided when the order is placed.

2.3 WCCTV shall use reasonable efforts to deliver the Equipment within a reasonable time but it shall not incur any liability in the event of any delay.

2.4 Placement of Your order constitutes acceptance of these Terms and Conditions and your agreement to pay the prices set forth herein for the Equipment/Service ordered. If you issue an order for the Equipment, You acknowledge that constitutes your firm offer to purchase the Equipment/Service ordered at the prices set forth in this Proposal (or as otherwise specified in writing by WCCTV). You may not modify these Terms and Conditions or any pricing in any purchase order. If your order is placed via telephone, through a third-party supplier/distributor or any other method, acceptance and use of the Equipment constitutes your acceptance of these Terms and Conditions.

2.5 You shall examine the Equipment upon receipt and notify WCCTV if the Equipment is not in good working order at the time of receipt or is not the Equipment ordered within three (3) business days of the delivery date.

Term; Cancellation of Service

3.1 If you purchase Equipment which includes airtime, you agree to a minimum fixed term of 12, 24 or 36 months (the "Fixed Term") as invoiced by WCCTV. The Fixed Term and any subsequent term are collectively referred to as the "Term". You are bound by these Terms and Conditions for the full Term. You may cancel the Service for any reason by providing WCCTV with 30 days' notice, which cancellation will take effect on or before the beginning of the next billing cycle after the expiration of the notice period. IF YOU CANCEL SERVICE OR BREACH THE TERMS AND CONDITIONS BEFORE THE END OF THE FIXED TERM, YOU ACKNOWLEDGE THAT THE RESULTING HARM TO WCCTV IS EXTREMELY DIFFICULT TO MEASURE AND AGREE THAT WCCTV MAY RETAIN ALL FUNDS PAID FOR THE EQUIPMENT AND SERVICE, AS A REASONABLE ESTIMATE OF ITS DAMAGES. WCCTV's cost of providing the Service and Equipment is not incurred evenly over the Term. If you purchase Equipment which includes airtime, the pricing of the Equipment is based on the assumption that you will remain a customer for the Fixed Term and any subsequent Fixed Term that is later agreed upon. You agree that if you cancel during a Fixed Term, retention of charges paid is reasonable. If you purchase Equipment which includes airtime, after the expiration of a Fixed Term: (a) Your obligations will continue on a month-to-month basis; and (b) 30 days' written notice of termination is still required.

3.2 If WCCTV increases rates specifically set out in the Proposal during a Fixed Term, You may cancel the Service if you do so in writing within 30 days of the date of notice of a rate increase.

3.3 If you are a reseller of the Equipment, WCCTV may terminate its relationship with you immediately upon breach of any of these Terms and Conditions (including but not limited to failure to pay) or upon thirty (30) days written notice for
any reason whatsoever. Your obligation to pay for Equipment and Services already purchased shall continue regardless of termination.

**Charges**

4.1 You will pay all the charges for all usage of the Equipment, including, but not limited to, charges for data used in connection with the Equipment after delivery and any other charges for Service ("Usage Charges") as provided in Section 4.3 below. Certain usage charges may be included in the price of the Equipment, if stated in this Proposal and certain Usage Charges are not included in the price of the Equipment. Rates specified shall apply only during the Fixed Term, unless notified in writing by WCCTV of an increase. WCCTV may increase the usage rates at any time, as and when it deems appropriate, subject to your rights to cancel as provided in Section 3.2.

4.2 You will pay for all additional gigabytes in full gigabyte increments, with partial gigabytes rounded to the next full gigabyte.

4.3 You are responsible for Equipment charges (reflected in the Proposal, or otherwise provided by WCCTV in writing), Usage Charges, all applicable taxes, cancellation fees, late payment fees, shipping charges and other charges and fees (collectively, the "Charges") through the last day of the billing cycle following receipt of the required 30 days' notice of termination set out in Section 3.1 above, whether or not You personally use the Equipment or gigabytes for which the Charges are imposed.

4.4 You shall pay all Charges invoiced by WCCTV within fifteen (15) calendar days from receipt (the "Due Date") of an invoice from WCCTV at the address identified on the invoice. Invoices that remain unpaid after the Due Date of the invoice are delinquent, and Service is subject to immediate suspension or termination. A late payment fee of $5.00 or 1.5%, whichever is greater, may be charged on all delinquent accounts. In no event will any late payment fee exceed the highest lawful rate.

4.5 WCCTV may, at its option, issue invoices prior to the end of a billing period if Charges exceed $500.00.

4.6 If you ask WCCTV for support, service, repair or training we will be entitled to charge you for such support, service or training in accordance with our current price list.

4.7 YOU MUST NOTIFY WCCTV IN WRITING OF ANY DISPUTES REGARDING CHARGES WITHIN 15 CALENDAR DAYS OF RECEIPT OF THE FIRST INVOICE CONTAINING THE DISPUTED CHARGE OR THE RIGHT TO DISPUTE THE CHARGE WILL BE WAIVED.

4.8 You shall pay invoices issued to you on a delayed basis, after cancellation or termination of Service, for any and all Usage Charges incurred prior to cancellation or termination, whether or not WCCTV is aware of such charges at the time of cancellation or termination.

4.9 If you claim any exemption from any applicable taxes, you will only be entitled to such exemption after WCCTV receives acceptable documentation of entitlement to such exemption from you.

**Forms of Payment; Credit Card Charges and Authorization**

5.1 You may use the following forms of payment unless otherwise informed in writing by WCCTV: wire transfer, business check, money order, cashiers or certified check or credit card. If a credit card is used, the credit card may be charged the amount invoiced by WCCTV automatically upon generation of an invoice. You authorize WCCTV to charge the credit card for all charges incurred hereunder. Additionally, WCCTV may charge the credit card for Charges incurred prior to an invoice date if Charges exceed $500.00 or any established credit limit, whichever is greater, during a billing period.

5.2 If a credit card is used, upon placement of the order and prior to incurring any Usage Charges, You authorize WCCTV to immediately submit a charge on the credit card in an amount to be determined by WCCTV (the "Authorization Amount"). Determination of the Authorization Amount is in WCCTV's sole discretion, but is anticipated to be $1,500.00. The Authorization Amount is considered temporary and is used to confirm validity of and availability of credit on the credit card in the estimated amount of future Charges.

5.3 If providing WCCTV with a credit card for payment, you represent that you are authorized to make charges on such account.

5.4 DEBIT CARDS ARE NOT AN ACCEPTABLE FORM OF PAYMENT. WCCTV disclaims any and all liability for any damages incurred by you as a result of using a debit card, including, but not limited to, NSF charges.

**Equipment Use, Loss and Damage**
6.1 Upon delivery to You, WCCTV will provide an instructional DVD on the use of the Equipment (the “DVD”).

6.2 You will use the Equipment in accordance with the DVD and any manufacturer's instructions and/or specifications (collectively, "the Manufacturer’s Instructions") and in no other manner. The Manufacturer's Instructions are incorporated in these Terms and Conditions by reference. The Equipment shall be used only with the modem included with Equipment when delivered. You shall not remove or replace any modem contained in the Equipment, unless specifically authorized to do so in writing by WCCTV.

6.3 Unless otherwise agreed, ownership of the Equipment will transfer to you upon WCCTV's receipt of payment of the price of the Equipment. Until ownership of the Equipment transfers to You, You agree that you will not:

   6.3.1 Effect any repairs or modifications to the Equipment
   6.3.2 Remove or interfere with any certification markers affixed to the Equipment;
   6.3.3 Deface or add to the Equipment;
   6.3.4 Allow the use of the Equipment by any third party; or
   6.3.5 Attempt to dispose of the Equipment or to grant any interest in the Equipment to any third party.
   6.3.6 Sell the Equipment to a third party or let a third party use the Equipment.

6.4 You grant WCCTV, our agents and employees, an irrevocable license at any time to enter into or onto any premises or land where the Equipment is or may be stored in order to inspect it, or, where your right to possession has terminated, to recover it.

6.5 We shall be entitled to charge you the costs we incur in recovering the Equipment in accordance with this clause

6.6 In the event the Equipment is lost or stolen, you must notify WCCTV immediately and provide WCCTV with the internet protocol address (“IP Address”) of the Equipment lost or stolen. You are responsible for all Charges incurred on the Equipment up to the time that the provider/carrier contracted by WCCTV to provide the Service disables the Equipment. If you do not or cannot provide the IP Address of the lost or stolen Equipment, Service cannot be cancelled and you will continue to be responsible for all charges incurred on such Equipment.

6.7 If you purchased the Equipment and Services from anyone other than WCCTV, that company is obligated to provide you customer service and WCCTV is not.

Software

7.1 If the Equipment incorporates software owned by WCCTV we grant you a non-exclusive, non-transferable license to use that software as part of the Equipment and you must:

   7.1.1 not copy, distribute, transmit, transcribe, translate, adapt, vary, modify, disassemble, decompile or reverse engineer our software or our software manuals without our express written permission; and
   7.1.2 Obey any additional license terms, if any, provided by us to you in relation to that software (including as part of the operating manuals relating to the Equipment).

7.2 If the Equipment incorporates third-party software licensed to us you must:

   7.2.1 (subject to clause 8.2(b)) not copy, distribute, transmit, transcribe, translate, adapt, vary, modify, disassemble, decompile or reverse engineer that software or the software manuals; and
   7.2.2 Obey that third party’s license terms as shown in the third party software and third party software manuals.

7.3 You agree to indemnify WCCTV and hold WCCTV harmless against any liabilities WCCTV incurs whatsoever as a consequence of a breach by you of this section.

Limited Warranty as to Equipment, Disclaimer of Warranty, Limitation of Liability; Indemnity

8.1 WCCTV warrants to the original purchaser of the Equipment that the Equipment will be in working order when it is delivered and that it will not have a mechanical failure for a period of 12 months thereafter (the "12 Month Limited Warranty Period"). During this 12 Month Limited Warranty Period, for claims covered under this limited warranty WCCTV shall repair or replace the Equipment (at its option) so long as the Equipment is returned, and received by WCCTV no later than 15 days of the expiration of the 12 Month Limited Warranty Period. You must ship the Equipment on which you make a claim under this warranty to WCCTV at Your own expense. You must include proof of purchase and proof of date of purchase.

8.2 If WCCTV finds that Equipment reported as having a mechanical failure is in working order or has failed as a result of any of the following: misuse, abuse, neglect, physical damage, use not in accordance with Manufacturer's Instructions or as a result of violation of these Terms and Conditions, then the limited warranty does not apply, is void
and You will pay any shipping charges relating to the delivery and/or return of the Equipment, in addition to any other Charges due hereunder.

8.3 The limited warranty provided herein is contingent on Charges being current and there being no breach of these Terms and Conditions.

8.4 WCCTV is not liable for the performance of the Equipment (except as otherwise specifically provided in this Section) or the operation of the network to which it is connected. You acknowledge that Service may be temporarily interrupted, delayed or otherwise limited due to a variety of causes, including without limitation transmission limitations and by atmospheric and other conditions, system capacity limitations and system and equipment failure.

8.5 THE LIMITED WARRANTY ON EQUIPMENT PROVIDED HEREIN IS LIMITED TO THE TERMS OF THIS SECTION AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. EXCEPT AS PROVIDED IN THIS SECTION, WCCTV DISCLAIMS ALL WARRANTIES AND CONDITIONS WHETHER EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING WITHOUT LIMITATION THE WARRANTIES AND CONDITIONS OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE IN TRADE, NONINFRINGEMENT AND THAT THE EQUIPMENT AND SERVICE WILL BE ERROR FREE. IF APPLICABLE STATE LAW DOES NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED WARRANTIES, THE RELEVANT PORTIONS OF THE ABOVE EXCLUSIONS MAY NOT APPLY.

8.6 WCCTV DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO THE SERVICE.

8.7 The limited warranty contained herein gives you specific legal rights. You may also have other rights which vary from state to state.

8.8 WCCTV WILL IN NO EVENT BE RESPONSIBLE, NOR SHALL YOU MAKE ANY CLAIM AGAINST WCCTV, FOR ANY LIABILITY, CLAIM, LOSS, INJURY, DAMAGE OR EXPENSE OF ANY KIND (INCLUDING LOST PROFITS) WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL CAUSED BY THE EQUIPMENT OR THE FAILURE OF THE EQUIPMENT TO OPERATE CORRECTLY, OR AT ALL, OR DELAY, FAULTINESS (SUCH AS DEGRADATION OF SERVICE), FAILURE OF THE SERVICE OR DEACTIVATION OF SERVICE PURSUANT TO THESE TERMS & CONDITIONS.

Termination

9.1 The use of the Equipment and all Service may be terminated or deactivated without notice by WCCTV upon any of the following events: (a) WCCTV has any reason to believe the Equipment was obtained by any misrepresentation or fraudulent means; (b) WCCTV has any reason to believe any modem on the Equipment has been tampered with; (c) WCCTV has any reason to believe the Equipment is or may be used for any illegal or improper purpose, or in violation of applicable laws; (d) a breach of any of these Terms and Conditions including the payment terms; or (e) detection of unusually high usage, or possible theft or fraud. WCCTV may also terminate these Terms and Conditions without any liability whatsoever in the event that Service is not available to WCCTV or becomes unavailable for any reason. No remedy of WCCTV shall be exclusive of any other remedy whether provided herein or available at law or in equity, but shall be cumulative with other remedies.

Intellectual Property

10.1 If, and only if, You are a reseller or distributor of the Equipment, WCCTV hereby grants You a royalty free, revocable, non-transferable limited license to use the trademarks associated with the Equipment (the "WCCTV Trademarks") for the limited purposes of marketing and sale of the Equipment and only to exercise Your rights and perform Your obligations under this Agreement in the territory specified by WCCTV. Such license shall be automatically revoked upon termination of the relationship between You and WCCTV.

10.2 You shall ensure that each reference to and use of any of the WCCTV Trademarks is in a manner approved in advance, in writing by WCCTV.

10.3 You shall not:

10.3.1 Make any modifications to the Equipment or its packaging;
10.3.2 Alter, remove or tamper with any WCCTV Trademarks, numbers, or other means of identification used on or in relation to the Equipment;
10.3.3 Use any of the WCCTV Trademarks in any way which might prejudice their distinctiveness or validity or the goodwill of WCCTV therein;
10.3.4 Use in relation to the Equipment any trademarks other than WCCTV’s Trademarks without obtaining the prior written consent of WCCTV; or
10.3.5 Use any trademarks or trade names so resembling any trademark or trade names of WCCTV as to be likely to cause confusion or deception.
10.4 Except as provided in this section, You shall have no rights in any trade names or trademarks used by WCCTV in relation to the Equipment or of the goodwill associated therewith, and You hereby acknowledge that, except as expressly provided in this Agreement, You shall not acquire any rights in respect thereof and that all such rights and goodwill are, and shall remain, vested in WCCTV.

10.5 You shall take all such steps as WCCTV may reasonably require to assist the Manufacturer in maintaining the validity and enforceability of any WCCTV intellectual property during the term of this Agreement.

10.6 You shall return all relevant documentation and any copies of such documentation to WCCTV at Your risk (carriage paid) promptly on termination of your relationship with WCCTV or upon WCCTV's request.

10.7 You shall at the request and cost of WCCTV execute such registered user agreements or licenses in respect of the use of the WCCTV Trademarks as WCCTV may reasonably require, provided that the provisions thereof shall not be more onerous or restrictive than the provisions of this Agreement.

10.8 You shall not do or authorize any third party to do any act which would or might invalidate or be inconsistent with any intellectual property of WCCTV and shall not omit or authorize any third party to omit to do any act which, by its omission, would have that effect or character.

10.9 You shall promptly and fully notify WCCTV of any actual, threatened or suspected infringement of any intellectual property of WCCTV, and of any claim by any third party that the Equipment, or its sale, infringes any rights of any other person, and You shall at the request and expense of WCCTV do all such things as may be reasonably required to assist WCCTV in taking or resisting any proceedings in relation to any such infringement or claim.

Notice

11.1 You shall send all notices required hereunder in writing via certified mail, return receipt requested to: Wireless CCTV LLC, 866 Presidential Drive, Suite 406, Richardson, TX, 75081.

11.2 Any notice to you is sufficient if sent via first class mail to the address provided by you upon ordering the Equipment or an email address provided by you.

Applicable Law

12.1 These Terms and Conditions shall be deemed entered into in Cameron County, Texas and shall be governed by the laws of the State of Texas, United States of America. In addition, these Terms and Conditions are subject to applicable foreign, federal and state laws and tariffs.

General

13.1 These Terms and Conditions can only be modified in writing. Specifically, they cannot be modified by any WCCTV representative in person, over the phone or by email. However, they may be modified in writing from time to time by WCCTV. Any such modifications are binding upon you upon either posting new terms or conditions on WCCTV's website or upon transmittal of the new terms and conditions to you via email or any other method to the billing address supplied by you when placing the order.

13.2 The headings in these Terms and Conditions are for convenience of reference only and shall not affect the meaning or construction of the provisions contained herein.

13.3 No waiver by WCCTV of any breach of these Terms and Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision hereof.

13.4 You shall be liable to WCCTV for all expenses, including reasonable attorneys’ fees, collection fees and court costs incurred in connection with any collection, repossession or other action brought to enforce WCCTV’s rights hereunder.

13.5 Your rights and obligations under these Terms and Conditions cannot be assigned or transferred by you, nor can they be modified or waived except by written instrument signed by WCCTV or its authorized agent. These Terms and Conditions constitute the entire agreement between WCCTV and you; there are no other representations, conditions, warranties, guarantees, or collateral agreements, express or implied, statutory or otherwise, concerning the use of the Equipment or the Service, other than as set forth herein.

13.6 WCCTV is not liable for any lack of privacy which may be experienced with regard to the Equipment or Service. You authorize WCCTV’s monitoring and recording of information concerning your usage and the Service and consents to WCCTV’s use of telephone, facsimile and email to contact you.
13.7 If the performance of any part of these Terms and Conditions by WCCTV is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God, terrorist attack, or any other causes beyond the control of WCCTV, WCCTV shall be excused from performance to the extent that it is prevented, hindered or delayed by such causes.

13.8 WCCTV may assign all or part of its rights or duties under the Terms & Conditions without the notice to you, except to the extent required by law. Such an assignment releases WCCTV from all liability. You may not assign the Terms and Conditions without WCCTV's prior written consent. Subject to these restrictions, the Terms and Conditions will bind the heirs, successors, and assigns of the respective parties who will receive its benefits.

13.9 If any provision herein is determined to be invalid or unenforceable, the remaining provisions shall not be affected and shall continue to bind the parties as though the invalid or unenforceable provision (or portion thereof) were not contained herein.
Due to illegal dumping I am requesting to purchase security cameras. The projected cost to acquire eleven (11) surveillance cameras for a total cost is $118,642.70. The acquisition of the cameras will be a joint effort between the Public Health and Police Departments.

A committee between the Health and Police Departments was created to evaluate different camera platforms to get this project in place. The people sitting in on the demos were Chris Haggstrom, Louie De Leon, Paul Cantu (BPD IT) and Ramiro Gonzalez.

A total of three (3) vendors were invited to participate and submit their proposals through a Cooperative purchasing program vendor and/or from Federal Schedule source of Supply. A total of three (3) vendors participated and were scheduled to provide a demonstration of their camera system solution.

Participating vendors:


After careful consideration, it was agreed that CCTV provided the best product to fulfill our needs and cameras purchased from CCTV will compliment cameras that the Police Department
Currently operates which were purchased from the same vendor previously by the Brownsville Police Department.

This particular vendor is considered a "Captive" vendor since the City of Brownsville Police Department currently using the same type of camera solution. The Texas Local Government Code, section §252.022 "General Exemptions, section (7) "a procurement of items that are available from only one source, including:" subsection (D) "captive replacement parts or components for equipment". In addition, CCTV is also exempt from the bidding process since it is consider a "Federal Supply Schedule Source" under The Texas Local Government Code, section §271.103

This procurement would allow the Health and Police Departments to work hand in hand while operating under the same video platform. This project will create a network of 11 cameras. We expect to generate revenue by citations through our Municipal Court system.

The City Commission approved funds on November 7, 2017 from the Plastic Bag Fee Remittance account.

Should you have any questions, please feel free to contact me at (956) 542-3437 ext. 6510.
Date: March 8, 2018
To: Mr. Michael L. Lopez, Interim City Manager
CC: Mr. Pete Gonzalez, Deputy Assistant City Manager
       Mr. Lupe Granado III, Finance Director
       Mr. Arturo Rodriguez, Interim Assistant City Manager - Health Director
From: Mr. Roberto C. Luna, Jr., Purchasing & Contract Services Director
Subject: Agenda Item for the City Commission meeting of March 20, 2018:
   “Consideration and Action to Award a Purchase of Portable Surveillance
   Cameras for the Brownsville Health Department.” Project #: PSC-25-0318

The Health Department has solicited quotes from Government Services Administration
(GSA), Schedule 84 and BuyBoard quote for the subject procurement. Under Section
§791.025, “Contracts for Purchases” and Section § 271.101-103 of the Texas
Government Code, the bidding requirement has been satisfied. Therefore,
advertisement or invitations for sealed formal bids were not required for this
procurement [Bookmark “A” - Section § 791.025, “Contracts for Purchases” and
Section § 271.101 of the Texas Government Code]

Various vendors were contacted to participate in a dialogue to identify if their solutions
would conform to the needs of the Health Department. The City team which
spearheaded this endeavor was Arturo Rodriguez, Chris Haggstrom, Adalberto De
Leon, Paul Cantu (BPD IT) and Ramiro Gonzalez. Three (3) vendors were invited to
participate and submit their proposals through a cooperative purchasing program
and/or Federal Schedule Sources of Supply.

1. Wireless CCTV, LLC from Garland, TX (GS-07F-031DA) Federal Schedule, GSA,
   Schedule 84, Law Enforcement and Security Equipment.
2. B&H Foto & Electronics Corp. of New York, NY (BuyBoard #482-15) Audio
   Visual Equipment & Supplies.
3. Q-Star Technology, LLC from Torrance, CA (GS-07F-0355U) Federal Schedule,
   GSA, Schedule 84, Law Enforcement and Security Equipment.

The Police and Health Departments have worked together with all three vendors to
create a scope of service to design the type of surveillance camera system solution to
be used by the Police and Health Departments.

Procurement Summary:

1. The responsive and responsible vendor is Wireless CCTV from Garland
   Texas, under Government Services Administration “GSA”, Schedule 84
   contract # GS-07F-031DA for a total cost of $118,642.70 for eleven (11) New
   Portable Surveillance Camera Systems for the City of Brownsville. Wireless
   CCTV, LLC has the best product and/or solution from all three (3) participating
   vendors. In addition, this particular vendor is also considered a “Captive”
   vendor since the City of Brownsville Police Department currently uses the
   same type of camera platform solution. [Bookmark “B” – GSA – Wireless
   CCTV, contract # GS-07F-031DA Quote]
(This page is intentionally left blank)
Consideration and Action to award a contract of Services Agreement between the City of Brownsville, and The University of Texas Health Science Center at Houston in the amount of $45,000 to amend and accept a services agreement from March 1, 2018 to September 30, 2018.
SERVICES AGREEMENT

This Services Agreement (“Agreement”) is entered into on this 1st day of March 2018, by and between The University of Texas Health Science Center at Houston on behalf of its Department of Brownsville Regional Campus (“University”), an agency of the State of Texas and governed by the Board of Regents of The University of Texas System (“System”), and the City of Brownsville (“Contractor”).

RECITALS

WHEREAS, University desires to engage the services of Contractor; and,

WHEREAS, Contractor is competent to provide such services and desires to work with University;

NOW, THEREFORE, University and Contractor agree that the following terms, conditions and limitations shall govern this Agreement:

1. **Scope of Work:** Contractor will perform the scope of the work to the satisfaction of University as described below:

   **Staff, Equipment, and Training**

   Contractor will employ a community health worker (CHW) to carry out the Tu Salud ¡Si Cuenta! program activities in their municipality which include the promotion of SNAP - ED (Supplemental Nutrition Education Program- Education). Contractor will oversee the CHW duties. If the CHW is replaced, contractor will ensure that the new community health workers, if not already a certified community health worker by the Texas Department of State Health Services, receives the 160-hour course and becomes certified. This should be completed within 4 months of being hired. Contractor will ensure that the community health worker has space, including venues to host exercise classes and Group Lifestyle Balance classes, in order to implement Tu Salud ¡Si Cuenta! program services.

   **Payment for fulfilling all requirements listed in 'Staff, Equipment, and Training” is valued at $15,000 Contractor must demonstrate fulfillment of these services to receive payment.**

   **Participation in Program Meetings**

   - Contractor municipal leadership representatives will participate in semiannual face-to-face meetings or seminars organized by the program. Contractor’s community health worker will participate in bi-weekly face-to-face meetings and seminars organized by the program specifically.
   - Contractor will ensure that representatives will participate in all planning meetings for the Tu Salud ¡Si Cuenta! program with UTHHealth representatives to modify the Tu Salud ¡Si Cuenta! program implementation plan for their municipality. Contractor will assist in producing a plan that will include current capacity, needed resources, timelines and plans for implementation. The need for meetings about implementation activities and modification to said activities to ensure successful obtainment of all metrics is anticipated to continue past FY18.
Payment for fulfilling all requirements listed in ‘Participation in Program Meetings” is valued at $5,000. Contractor must demonstrate fulfillment of these services to receive payment.

Program Implementation

- Contractor will ensure that the community health worker is implementing program strategies according to the Tu Salud ¡Si Cuenta! work plan during the contract period.
- Contractor will implement all Tu Salud ¡Si Cuenta! components which include: exercise opportunities and classes (including group exercise classes, walking groups, and activity breaks), nutrition education opportunities, SNAP benefits education and referrals, media, follow ups, and social support.
  - Contractor will ensure that at least 150 individuals enrolled in between January 1, 2018 and September 30, 2018 participate in Tu Salud ¡Si Cuenta! physical activity offerings accompanied by nutrition information by September 30, 2018.
  - Contractor will ensure that at least 150 Tu Salud ¡Si Cuenta! participants who were enrolled in between January 1, 2018 and September 30, 2018 are provided with information about how to apply for SNAP benefits by September 30, 2018.
  - Contractor will secure at least 3 venues for group exercise offerings by March 1, 2018 and maintain group exercise offerings at those venues until September 30, 2018.
  - Contractor will ensure at least 12 free exercise classes per week, 5 of which are new classes implemented by March 1, 2018; all 12 must maintain their availability until September 30, 2018. The free exercise classes must be those taught by or coordinated by the community health worker affiliated with this program. All physical activity classes should include nutritional information according to directions outlined by UTHealth and in accordance with SNAP-Ed funding. The class types and locations will be coordinated with UTHealth to ensure that maximum geographical coverage is achieved across all cities partnering on this project and maximum opportunity for promotion of the classes.
- Contractor will work with UTHealth representatives to improve the percentage of participants who meet physical activity recommendations (per HHSC specifications) as part of the Tu Salud ¡Si Cuenta! program. A minimum of 45% of Tu Salud ¡Si Cuenta! participants who receive a follow up must report increased physical activity. Follow up must be conducted by September 30, 2018.
- Contractor will work with UTHealth representatives to improve the percentage of participants who meet fruit and vegetable consumption recommendations (per HHSC specifications) as part of the Tu Salud ¡Si Cuenta! program. A minimum of 35% of Tu Salud ¡Si Cuenta! participants who receive a follow up must report increased fruit and vegetable consumption and/or increased intention to eat fruits and vegetables. Follow up must be conducted by September 30, 2018.
- Contractor will participate in UTHealth’s evaluation of municipal activities related to the Tu Salud ¡Si Cuenta! program. Evaluation activities include but are not limited to: implementation audits and key informant interviews, evaluation of exercise classes, monitoring and observation of classes and screening, and follow up outcomes.
- Contractor will participate in planning for region wide options for implementation of Diabetes Prevention Classes using the Group Lifestyle Balance (GLB) curriculum. Contractor should be prepared to initiate GLB class offerings with a certified GLB coach by April 2018. The certified GLB coach is required to shadow at least 3 GLB classes prior to launching their own GLB program. Contractor will deliver the GLB class to a group of at least 20 people
and no more than 30 people to launch the program. A goal of retaining at least 50% of participants during delivery of the GLB program should be established. Contractor is responsible for recruiting and retaining participants. All programs must be offered in a safe location at a time convenient to participants. Contractor will track specific metrics of physical activity, fruit and vegetable consumption, weight, waist circumference, and blood pressure using standardized forms and procedures delineated by UTH. The contractor must agree and the CHW must participate in observations of the delivery of course content for monitoring purposes. Data gathered through the program must be de-identified and shared with UTH for monitoring and reporting purposes at least quarterly. Costs for course materials and incentives for participant attendance are incurred by the contractor and reimbursable under this service agreement upon completion of services.

- Contractor will participate in an established local community coalition; if one does not exist the site will create a local community coalition. At least three meetings should be conducted by September 30, 2018. Evidence of these efforts should be documented through the meeting agenda and sign in sheet. City and community actions or improvements related to items discussed during the meetings should also be documented. The CHW will be expected to participate in the committee and contribute towards resolving issues identified in the coalition meetings.

- Contractor will actively promote and participate in The Challenge 2018 activities including the weigh in (January), midpoint weigh in (March) and weigh-out (April).

Payment for fulfilling all requirements listed in ‘Program Implementation” is valued at $20,000. Contractor must demonstrate fulfillment of these services to receive payment.

Tracking Participant Data and Program Information

- Contractor will ensure the data system containing their municipality’s participant data is accurate and entered on a weekly basis. Any information that is found to be inaccurate will not count toward the aforementioned goal of reaching 150 new participants.
  - Information collected as part of this project should be maintained in accordance with The HIPAA Privacy Rule. This rule mandates that federal protections are in place for personal health information held by covered entities and gives patients an array of rights with respect to that information. As such, any personal health information collected as part of the Tu Salud ¡Si Cuenta! program should not be stored on personal computers or devices and should not be shared via email or cloud services. Any paper files containing personal health information need to be stored in a locked cabinet or drawer.

- Contractor will ensure that the CHW/instructor enters all required data into the data system, including:
  - Information about participants enrolled in the Tu Salud ¡Si Cuenta! program.
  - Information about participant’s insurance status and financial income.
  - Information about participants who were referred to SNAP assistance.
  - Information on the participants who received follow up (including physical activity levels, level of consumption of fruits and vegetables, clinic home, anthropometric measurements, blood pressure screenings, other referrals, and personal goals)

Other information may be required in order to track implementation and improvement of the project. The contractor will receive written notice of any new and additional information required for data entry.

- Contractor will document program activities and provide this documentation in a timely, organized format to be used by the program for reporting to HHSC by September 30, 2018.
Payment for fulfilling all requirements listed in ‘Tracking Participant Data and Program Information” is valued at $5,000. Contractor must demonstrate fulfillment of these services to receive payment.

Time is of the essence in connection with this Agreement. University will have no obligation to accept late performance or waive timely performance by Contractor.

2. **Duration of Agreement:** This Agreement shall be effective 3/01/2018 and shall terminate on 9/30/2018.

3. **Compensation:** University shall compensate Contractor as tasks are completed to the satisfaction of University’s authorized representative (Dr. Belinda Reininger). All invoices are paid ‘Net 30 Days’ from receipt of invoice.

Payment for fulfilling all requirements listed in the scope of work is broken down as follows:
- **Staff, Equipment, and Training** $15,000.
- **Participation in Program Meetings** $5,000.
- **Program Implementation** $20,000.
- **Tracking Participant Data and Program Information** $5,000.

Contractor must demonstrate fulfillment of these services to receive payment.

The total value of this Agreement shall not exceed $45,000.

4. **Independent Contractor:** It is understood and expressly agreed upon by the parties that Contractor is acting as an independent contractor in performing the services hereunder. Neither Contractor nor its employees shall hold themselves out as employees or agents of University. Neither Contractor nor its employees shall make any statements, representations, or commitments of any kind, or to take any action which shall be binding upon the University, except as may be expressly provided for herein or authorized in writing. University shall not pay any contributions to Social Security, unemployment insurance, federal or state withholding taxes, nor provide any other contributions or benefits that might be expected in an employer-employee relationship.

5. **Assignment:** This Agreement is entered into in reliance upon and in consideration of the singular skill and qualifications of Contractor. Contractor shall therefore not voluntarily or by operation of law assign or otherwise transfer its rights or obligations pursuant to the terms of this Agreement to any party without the prior written consent of University. Any attempted assignment or transfer by Contractor of its rights or obligations without such consent shall be void. Furthermore, Contractor shall not subcontract any of the services to be provided hereunder to another entity without the prior written consent of University.

6. **Amendment:** This Agreement may not be changed or modified in any respect except by means of a written document executed by both parties.

7. **Ownership and Use of Work Material.**

7.1 All drawings, specifications, plans, computations, sketches, data, photographs,
tapes, renderings, models, publications, statements, accounts, reports, studies, and other materials prepared by Contractor or any subcontractors in connection with the Work (collectively, "Work Material"), whether or not accepted or rejected by University, are the sole property of University and for its exclusive use and re-use at any time without further compensation and without any restrictions.

7.2 Contractor grants and assigns to University all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material and will cooperate fully with University in any steps University may take to obtain or enforce patent, copyright, trademark or like protections with respect to the Work Material.

7.3 Contractor will deliver all Work Material to University upon expiration or termination of this Agreement. University will have the right to use the Work Material for the completion of the Work or otherwise. University may, at all times, retain the originals of the Work Material. The Work Material will not to be used by any person other than University on other projects unless expressly authorized by University in writing.

7.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by University in writing. Contractor will treat all Work Material as confidential.

7.5 All title and interest in the Work Material will vest in University and will be deemed to be a work made for hire and made in the course of the Work rendered under this Agreement. To the extent that title to any Work Material may not, by operation of law, vest in University or Work Material may not be considered works made for hire, Contractor hereby irrevocably assigns, conveys and transfers to University and its successors, licensees and assigns, all rights, title and interest worldwide in and to the Work Material and all proprietary rights therein, including all copyrights, trademarks, service marks, patents, trade secrets, moral rights, all contract and licensing rights and all claims and causes of action with respect to any of the foregoing, whether now known or hereafter to become known. In the event Contractor has any rights in the Work Material which cannot be assigned, Contractor agrees to waive enforcement worldwide of the rights against University, its successors, licensees, assigns, distributors and customers or, if necessary, to exclusively license the rights, worldwide to University with the right to sublicense. These rights are assignable by University.

8. **Provisions of Law:** This Agreement is subject to and shall be governed by the laws of the State of Texas, without regard to its choice of law provisions. Venue for any dispute arising out of this Agreement shall lie exclusively in Harris County, Texas. Any earnings derived from services rendered by Contractor are subject to income taxes; such earnings shall be reported to the government at the end of each calendar year by the University's accounting department. It is understood that Contractor is responsible for paying all applicable federal or state taxes on the compensation paid to Contractor by University.

9. **Notices:** Notices, correspondence, billings, payments, and all other communications shall be addressed as follows:
10. **Responsibility for Individuals Performing Work; Criminal Background Checks:** Each individual who is assigned to perform the Work under this Agreement will be an employee of Contractor or an employee of a subcontractor engaged by Contractor. Contractor is responsible for the performance of all individuals performing the Work under this Agreement. Prior to commencing the Work, Contractor will have an appropriate criminal background screening performed on all the individuals. Contractor will determine on a case-by-case basis whether each individual assigned to perform the Work is qualified to provide the services. Contractor will not knowingly assign any individual to provide services on University’s campus who has a history of criminal conduct unacceptable for a university campus or healthcare center, including violent or sexual offenses.

By signing this Agreement, Contractor certifies compliance with this Section. Contractor shall notify University when there is a change in the individuals assigned to perform the Work due to unsatisfactory background check results.

11. **Compliance:** Contractor certifies:

- that it and its employees comply with all federal and state laws and regulations, including without limitation, Medicare and Medicaid regulations and the Immigration Reform and Control Act of 1986; and
- That neither it nor its employee have been or are presently excluded from participating in, or have been sanctioned by, any federal or state healthcare program; and
- That it has conducted criminal background checks for prior convictions on its employees performing services hereunder.

Contractor agrees to immediately report to University if it becomes aware of the following: (1) A violation of any federal or state healthcare law, regulation or policy by Contractor, its employees or agents; (2) an inquiry or investigation by the government of Contractor, its employees or agents; or (3) if Contractor or its employees or agents are excluded from, or otherwise sanctioned by, any federal or state healthcare plan.

**DISPUTE RESOLUTION - Long Form (for Agreements over $25,000)**

12. **Dispute Resolution:** To the extent that Chapter 2260 of the *Texas Government Code*, as it may be amended from time to time (“Chapter 2260”), is applicable to this Agreement and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 shall be used, as further described herein, by University and Contractor to attempt to resolve any claim for breach of contract made by Contractor:
Contractor’s claims for breach of this Agreement that the parties cannot resolve pursuant to other provisions of this Agreement or in the ordinary course of business shall be submitted to the negotiation process provided in subchapter B of Chapter 2260. To initiate the process, Contractor shall submit written notice, as required by subchapter B of Chapter 2260, to University in accordance with the notice provisions in this Agreement. Contractor’s notice shall specifically state that the provisions of subchapter B of Chapter 2260 are being invoked, the date and nature of the event giving rise to the claim, the specific Agreement provision that University allegedly breached, the amount of damages Contractor seeks, and the method used to calculate the damages. Compliance by Contractor with subchapter B of Chapter 2260 is a required prerequisite to Contractor’s filing of a contested case proceeding under subchapter C of Chapter 2260. The Executive Vice President for Administration and Business Affairs of University, or such other officer of University as may be designated from time to time by University by written notice thereof to Contractor in accordance with the notice provisions in this Agreement, shall examine Contractor’s claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims.

If the parties are unable to resolve their disputes under subparagraph (A) of this section, the contested case process provided in subchapter C of Chapter 2260 is Contractor’s sole and exclusive process for seeking a remedy for any and all of Contractor’s claims for breach of this Agreement by University.

Compliance with the contested case process provided in subchapter C of Chapter 2260 is required prerequisite to seeking consent to sue from the Legislature under Chapter 107 of the Texas Civil Practices and Remedies Code. The parties hereto specifically agree that (i) neither the execution of this Agreement by University nor any other conduct, action or inaction of any representative of University relating to this Agreement constitutes or is intended to constitute a waiver of University’s or the state’s sovereign immunity to suit and (ii) University has not waived its right to seek redress in the courts.

The submission, processing and resolution of Contractor’s claim is governed by the published rules adopted by the Texas Attorney General pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended.

Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, in whole or in part. University and Contractor agree that any periods set forth in this Agreement for notice and cure of defaults are not waived, delayed, or suspended by Chapter 2260 or this section.

14. Termination: University may, without cause, terminate this Agreement at any time upon giving seven (7) days’ advance written notice to Contractor. Upon termination pursuant to this Section, Contractor will be entitled to payment of an amount that will compensate Contractor for the Work satisfactorily performed from the time of the last payment date to
the termination date in accordance with this Agreement; provided, that, Contractor has
delivered all Work Material to University. Notwithstanding any provision in this Agreement
to the contrary, University will not be required to pay or reimburse Contractor for any
services performed or for expenses incurred by Contractor after the date of the termination
notice that could have been avoided or mitigated by Contractor.

15. **Loss of Funding:** University performance of its duties and obligations under this
Agreement may be dependent upon the appropriation and allotment of funds by the
Texas State Legislature (the “Legislature”) and/or allocation of funds by the Board of
Regents of The University of Texas System (the “Board”) and/or other non-state
Granting Authority (“Authority”). If the Legislature fails to appropriate or allot the
necessary funds, or the Board or the Authority fails to allocate the necessary funds, then
University will issue written notice to Contractor and University may terminate this
Agreement without further duty or obligation hereunder. Contractor acknowledges that
appropriation, allotment, and allocation of funds are beyond the control of University.

16. **Force Majeure:** Neither party hereto will be liable or responsible to the other for any loss or
damage or for any delays or failure to perform due to causes beyond its reasonable control
including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage,
or any other circumstances of like character (“Force Majeure Occurrence”). Provided,
however, in the event of a Force Majeure Occurrence, Contractor agrees to use its best
efforts to mitigate the impact of the occurrence so that University may continue to provide
services during the occurrence.

17. **Confidentiality:** All information owned, possessed or used by University that is
communicated to, learned, developed or otherwise acquired by Contractor in the
performance of services for University, that is not generally known to the public, will be
confidential and Contractor will not, beginning on the date of first association or
communication between University and Contractor and continuing through the term of
this Agreement and any time thereafter, disclose, communicate or divulge, or permit
disclosure, communication or divulgence, to another or use for Contractor's own benefit
or the benefit of another, any confidential information, unless required by law.
Contractor will not make any press releases, public statements, or advertisement
regarding this Agreement or to the services to be provided hereunder without the prior
written approval of University. To the extent Contractor is permitted to subcontract
services it shall ensure that the subcontractor complies with the provisions of this
Agreement. Contractor shall employ encryption to mitigate the risk of disclosure of
University information in-storage and in-transit. Encryption implementation and strength
should be sufficient to protect University information from disclosure until such time as
disclosure poses no material risk.

18. **Limitation of Liability:** Except for University’s obligation (if any) to pay Contractor certain
fees and expenses University will have no liability to Contractor or to anyone claiming
through or under Contractor by reason of the execution or performance of this Agreement.
Notwithstanding any duty or obligation of University to Contractor or to anyone claiming
through or under Contractor, not present or future affiliated enterprise, subcontractor, agent,
officer, director, employee, representative, attorney or regent of University, or System, or
anyone claiming under University has or will have any personal liability to Contractor or to
anyone claiming through or under Contractor by reason of the execution or performance of
19. **Representations and Warranties by Contractor:** If Contractor is a corporation or a limited liability company, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

20. **Franchise Tax Certification:** If Contractor is a corporate or limited liability company Contractor certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the Texas Tax Code, or that it is exempt from the payment of such taxes, or that it is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

21. **Eligibility Certification:** Pursuant to Section 2155.004, Texas Government Code, Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment withheld if this certification is inaccurate.

22. **Payment of Debt or Delinquency to the State:** Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, Contractor agrees that any payments owing to Contractor under this Agreement may be applied directly toward any debt or delinquency that Contractor owes the State of Texas or any agency of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

23. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006, Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under this Agreement and acknowledges that this Agreement may be terminated and payment may be withheld if this certification is inaccurate.
24. **Access by Individuals with Disabilities.** Contractor represents and warrants (the “EIR Accessibility Warranty”) that the electronic and information resources and all associated information, documentation, and support that it provides to University under the Agreement (collectively, the “EIRs”) comply with the applicable requirements set forth in Title 1, Chapter 213 of the *Texas Administrative Code* and Title 1, Chapter 206, Rule §206.70 of the *Texas Administrative Code* (as authorized by Chapter 2054, Subchapter M of the *Texas Government Code*). To the extent Contractor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Contractor represents and warrants that it will, at no cost to University, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that Contractor fails or is unable to do so, then University may terminate the Agreement and Contractor will refund to University all amounts University has paid under the Agreement within thirty (30) days after the termination date.

25. **Work Laws:** Contractor shall comply with all labor and employment laws and regulations applicable to Contractor and its employees who will be performing services under this Agreement, including all laws and regulations pertaining to immigration, work status and eligibility (collectively, “Work Laws”). Contractor certifies that Contractor and Contractor’s employees who will be performing services under this Agreement are, as of the effective date hereof, lawfully eligible to do so under applicable Work Laws.

26. **Export Controls:** Contractor shall comply with all applicable laws and regulations pertaining to export controls and the export of controlled technology or data in connection with its activities pursuant to this Agreement, including the Export Control Administration Regulations (“EAR”) and the International Traffic in Arms Regulations (“ITAR”). For purposes of this Agreement, “controlled technology or data” means items, commodities, technology, software or information requiring federal agency approval under U.S. government laws and regulations before being exported to restricted foreign countries, persons and/or entities. The EAR and ITAR require U.S. Government approval before University releases controlled technology or data to foreign persons in the United States. In accordance with the foregoing, the following shall apply:

(A) Contractor shall promptly notify University in the event that Contractor or any of Contractor’s employees who will be performing services under this Agreement or have access to University technology or data is a foreign national or is otherwise restricted under U.S. export controls laws from receiving controlled technology or data.

(B) If a license is required from any U.S. government agency to release any technology or data to the Contractor or any Contractor employee in connection with the Agreement, University may, at its discretion: (1) restrict Contractor’s access to such technology and/or data until a license or other authorization is obtained, (2) narrow the scope of the services to be provided by Contractor under this Agreement, or (3) terminate this Agreement upon notice to Contractor.
(C) In the event that University exercises option (1) or (2) above, the term of the Agreement and scope of work may be adjusted as necessary.

(D) In the event that University exercises option (1) above, Contractor shall, promptly upon receipt of an invoice from University therefor, reimburse University’s costs for obtaining a license or other authorization.

(E) In no event shall University be liable to Contractor or any of Contractor’s employees for exercising any of its rights set forth in this section 23, except for any lawfully permissible payment for services rendered by Contractor in accordance with the terms of this Agreement.

27. **Health Insurance Portability and Accountability Act:** Notwithstanding anything to the contrary in this Agreement, if applicable to the Scope of Work to be provided by Contractor hereunder, Contractor agrees to treat all individually identifiable health information in accordance with all applicable laws governing the confidentiality and privacy of individually identifiable health information, including without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulation and official guidelines promulgated thereunder.

28. **Integration:** This Agreement supersedes any and all other discussions, negotiations, and representations of any kind and represents the entire agreement of the parties hereinabove mentioned.

THIS AGREEMENT WILL BE IN EFFECT UPON FULL EXECUTION BY BOTH PARTIES. UNIVERSITY WILL NOT BE RESPONSIBLE FOR ANY PAYMENTS FOR SERVICES PERFORMED OR PRODUCTS DELIVERED BY CONTRACTOR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

In Witness Whereof, the parties have caused this Agreement to be executed as of the date first set forth above.

**CONTRACTOR:**

By: __________________________

Signature

By: __________________________

Signature (Authorized Purchasing Agent)

Typed Name

Typed Name

Title

Title

Date

Date
FY2018 CWC Detailed Budget WorkSheet
Project Title: Services Agreement
PIO: Art Rodriguez
Contractor: City of Brownsville
Funding Agency: UTHSCH-SPH
Project Period: March 1st- September 30, 2018

**FY2018**

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**Job Description: Community Health Worker**

Grant Funds 100%

Job Description: Community Health Worker- This position directs the overall operation of the project including overseeing the implementation of project activities, advises on the day to day activities related to the scope of the grant.

**FY2018**

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