

1. March 15, 2016 Agenda

Documents: [A-03-15-2016.PDF](#)

2. March 15, 2016 Meeting Binder

Documents: [BINDER03-15-2016 V2.PDF](#)

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

Cesar de Leon, At-large Commissioner "A"
Ricardo Longoria, Jr., District Commissioner 1
Deborah Portillo, District Commissioner 3

Rose M.Z. Gowen, M.D., At-large Commissioner "B"
Jessica Tetreau, District Commissioner 2
John Villarreal, District Commissioner 4

Antonio Martinez, Mayor

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

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City Commission of the City of Brownsville, Texas, in accordance with Article V, Section 12, of the Charter of said City, will convene an **Executive Session** and a **Regular Meeting**, on **Tuesday, March 15, 2016, at 5:30 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: 5:30 P.M.

- A) Discussion pursuant to Section §551.072, of the Texas Government Code, regarding properties struck off to Cameron County for itself and other taxing jurisdictions from a tax resale held on November 3, 2015. (Lupe Granado III – Finance/Monica Solis – Linebarger Goggan Blair & Sampson, L.L.P. – 15 mins)
- B) Consultation with attorney pursuant to Section §551.071(2) of the Texas Government Code, 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 the duties under Chapter 551 of the Texas Government Code. (Mark Sossi – City Attorney – 15 min)

REGULAR MEETING: 6:00 P.M.

PLEDGE OF ALLEGIANCE: UNITED STATES PLEDGE * TEXAS PLEDGE

INVOCATION:

ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION:

- A) Discussion and **POSSIBLE ACTION** on **Resolution Numbers 2016-014** through **Resolution Number 2016-018**, approving or rejecting the bid/offer(s) received on the Tax Resale properties on November 3, 2015. (Lupe Granado III – Finance/Monica Solis – Linebarger Goggan Blair & Sampson, L.L.P. – 15 mins)

2016-014 – Lot 12 in Block 3 of La Lomita Section II, a subdivision of Block Fourteen (14), Lenena Subdivision, an addition to the City of Brownsville, Cameron County, Texas, according to Volume 26 Page 32, map records, Cameron County, Texas (04-2120-0030-0120-00)

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1. ***MAYOR’S ACTIVITY UPDATE:***
2. ***COMMISSIONERS’ ACTIVITY UPDATE:***
3. ***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 “k”

- a) Approval of the Minutes of the Regular Meeting of February 16, 2016.
- b) Approval of the Minutes of the Regular Meeting of March 1, 2016.
- c) To acknowledge the following individuals to incur travel expense:

<u>Employee</u>	<u>Department</u>	<u>Destination</u>	<u>Date</u>
Nayade Garza	City Secretary	Austin, TX	Apr. 03-08, 2016
Juan Carlos Gutierrez	City Secretary	Austin, TX	Apr. 03-08, 2016
Luis Salinas	Finance	San Antonio, TX	Mar. 30-Apr. 1, 2016
Miriam Camacho	Finance	Fort Worth, TX	Apr. 17-19, 2016

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h) APPROVAL on **SECOND** and **FINAL READING** of **Ordinance Number 2016-1600.02**, repealing current Section 320-37 of Chapter 320, Article II, and replacing it with new Section 320-37 Design Standards. (Constanza Miner – Planning Director of Operations)

i) APPROVAL on **SECOND** and **FINAL READING** of **Ordinance Number 2016-1479-C**, repealing current Section 332-171 of Chapter 332, Article IV, of the City of Brownsville Subdivision Code and replacing it with new Section 332-171 Fees in Lieu of Dedication. (Constanza Miner – Planning Director of Operations)

- j) Consideration and **ACTION** to request for the purchase of the Stormwater Camera for the Stormwater Rover Project. (Carlos Lastra, P.E. – Engineering)
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BOARDS AND COMMISSIONS:

- 4. Consideration and **ACTION** to appoint or re-appoint two (2) members to the Parks and Recreation Advisory Board Committee. (Damaris McGlone – Parks)

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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.

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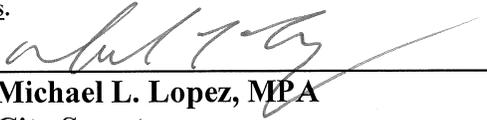
ADJOURNMENT:

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 15, 2016**, Agenda of items to be considered by the Brownsville City Commission was posted on the Bulletin Area at City Hall – Federal Building, on March 10, 2016. I further certify that the Agenda was posted on the City's website and can be downloaded by accessing: <http://citysecretary.cob.us>.



Michael L. Lopez, MPA
City Secretary

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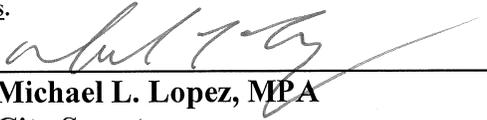
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City Secretary



Submit

AGENDA REQUEST FORM

Item Number: **Executive A**

COMMISSION MEETING DATE: 3/15/16

DEPT: Finance

CONTACT Lupe Granado III

AGENDA

Select One:

Executive Session (City Attorney Only) Time needed: <u>15</u> Action Item: _____	Workshop Time Needed: _____	Presentation Time Needed: _____	Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Action <input type="checkbox"/> Consent	Ordinance <input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading
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Brief Description of Agenda Item:

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 3, 2015.

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: _____



AGENDA REQUEST FORM

CITY COMMISSION MEETING DATE: 03/15/2016 ITEM NUMBER: **Executive B**

DEPT. MAKING REQUEST: Legal DATE SUBMITTED: 03/10/2016

CONTACT PERSON(S) NAME: Mark Sossi, City Attorney

PHONE: 548-6011 FAX: 546-4291 E-MAIL: mark.sossi@cob.us

AGENDA CATEGORY: (TIME LIMIT)

EXECUTIVE SESSION WORKSHOP PRESENTATION DISCUSSION

Length of Time Needed for The Item Above: 15 (minutes)

(No time limit)

CONSENT PUBLIC HEARING ACTION

AGENDA ITEM: (Attach back up material)

Consultation with attorney pursuant to Section §551.071(2) of the Texas Government Code, 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 the duties under Chapter 551 of the Texas Government Code.

AGENDA ITEM HISTORY: Second Reading Tabled on _____ Discussed on _____

Pending Info Received Other _____

FINANCIAL: Budgeted: YES NO N/A

Grant/Matching Funds From:

STAFF RECOMMENDATION: (mark your selection) Approve Deny

Table for _____ weeks Table Indefinitely Other: _____

OTHER RECOMMENDATION:(Write in advisory board or committee name and recommendation if applicable)

ADMINISTRATIVE APPROVAL: <input type="checkbox"/> YES <input type="checkbox"/> NO	_____ City Manager
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Submit

AGENDA REQUEST FORM

ACTION

Item Number: Executive A

COMMISSION MEETING DATE: 3/15/16

DEPT: Finance

CONTACT Lupe Granado III

AGENDA

Select One:

<p>Executive Session (City Attorney Only)</p> <p>Time needed: _____ Action Item: <input checked="" type="checkbox"/></p>	<p>Workshop</p> <p>Time Needed: _____</p>	<p>Presentation</p> <p>Time Needed: _____</p>	<p>Agenda</p> <p><input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input type="checkbox"/> Consent</p>	<p>Ordinance</p> <p><input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading</p>
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Brief Description of Agenda Item:

Discussion and POSSIBLE ACTION on Resolution Numbers 2016-014 through Resolution Number 2016-018, approving or rejecting the bid/offer(s) received on the Tax Resale properties on November 3, 2015.

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:** _____

**MAYOR'S
ACTIVITY
UPDATE**

**COMMISSIONERS'
ACTIVITY
UPDATE**

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 16, 2016**, at **5:15 P.M., 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 |
| DEBORAH PORTILLO |) | District 3 |
| JOHN VILLARREAL |) | District 4 |
| CESAR DE LEON |) | At-Large “A” |
| ROSE M.Z. GOWEN, M.D. |) | At-Large “B” |
| CHARLIE CABLER | | CITY MANAGER |
| PETE GONZALEZ | | DEPUTY CITY MANAGER |
| RUTH OSUNA | | ASSISTANT CITY MANAGER |
| STEPHANIE REYES | | ASSISTANT CITY MANAGER |
| MARK E. SOSSI | | CITY ATTORNEY |
| MICHAEL L. LOPEZ | | CITY SECRETARY |
| ABSENT: | | NONE |

A quorum being present, Mayor Pro-Tem Rose Gowen, asked Mr. Michael L. Lopez, 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 12, 2016.

Commissioners Ricardo Longoria, Jr., and Cesar de Leon arrived at 5:19 p.m.

WORKSHOP: 5:15 P.M.

- a) Discuss the Municipal Housing Corporation of Brownsville; the 2016 Texas Department Housing Community Affairs (TDHCA) Tax credit competitive round; proposed project in Brownsville; and Municipal Housing Finance Corporation (MHFC) of Brownsville.**

Ms. Ruth Osuna, Assistant City Manager, delivered a PowerPoint presentation regarding the 2016 Qualified Allocation Plan, giving a brief description of the Texas Department of Housing and Community Affairs, Multifamily Housing Rental Programs, and the Municipal Housing Finance Corporation of Brownsville Program.

Mayor Antonio Martinez left the meeting at 5:30 p.m.

EXECUTIVE SESSION: 5:30 P.M.

Upon motion by Commissioner Rose Gowen, seconded by Commissioner Ricardo Longoria, Jr., and carried unanimously, the Executive Session convened at 5:30 p.m. to discuss the following items:

- A) **Consultation with Attorney pursuant to Section §551.071 (1) and (2), of the Texas Government Code, regarding anticipated litigation and/or where 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 Texas Open Meetings Act.**
- B) **Discussion pursuant to Section §551.072, of the Texas Government Code, to deliberate the exchange, lease or value of real property.**
- C) **Discussion pursuant to Section §551.072, of the Texas Government Code, to deliberate the exchange, lease or value of real property.**

Upon conclusion of Executive Session Mayor Antonio Martinez, convened the Regular Meeting at 6:42 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 was led by Mayor Pro-Tem Rose Gowen, and the Texas Pledge was led by Commissioner Ricardo Longoria, Jr.

INVOCATION:

The invocation was delivered by Pastor Brad Burkes, Embassy of the Spirits, from Brownsville, Texas.

ACTION ON ITEM DISCUSSED IN EXECUTIVE SESSION:

- A) **ACTION on item as discussed in Executive Session regarding anticipated litigation and discussion with attorney.**

No action taken.

- B) **ACTION on real property matters with the Brownsville Navigation District as discussed on Executive Session.**

Commissioner Cesar de Leon moved to proceed with Memorandum of Understanding. The motion was seconded by Commissioner Deborah Portillo and carried unanimously.

C) ACTION to approve contract to purchase 307.4 acres from 1419 LLC and temporary lease pending closing.

Commissioner Cesar de Leon moved to proceed with Memorandum of Understanding subject to City Attorneys approval. The motion was seconded by Commissioner John Villarreal and carried unanimously.

1. MAYOR'S ACTIVITY UPDATE:

Mayor Antonio Martinez did not deliver a report.

Mayor Pro-Tem Rose Gowen thanked everyone who attend the Drainage Report on January 27, 2016, at the Brownsville Public Library, and reminded the citizens that the Challenge was approaching the midpoint, which had over a 1,000 participants registered, and invited everyone to meet Abel Gonzalez, American Ninja Warrior, from Edinburg, Texas, as a guest speaker.

2. COMMISSIONERS' ACTIVITY UPDATE:

Commissioner Jessica Tetreau thanked everyone for attending and participating at the airshow.

Commissioner Cesar de Leon thanked the City Manager and Assistant City Managers, and City staff for helping out on Scout Government Day, and continuing the tradition.

Commissioner Ricardo Longoria, Jr., also thanked everyone and Honorable United States Magistrate Judge Ignacio Torteya, III, for participating in the Scout Government Day, and reminded the public to enjoy the Charro Days festivities. He noted that he had been working with City staff closely, regarding the increased information to the public of city ordinances.

Commissioner Jessica Tetreau reminded everyone of early voting.

Commissioner John Villarreal gave a progress report in regards to the West Morrison connection, and thanked City staff for their involvement, he reminded the the public of a Town Hall meeting to be held on Thursday, February 18, 2016, at the Oliveira Park Gymnasium, for public input in regards to the West Brownsville Rail Corridor.

3. CONSENT AGENDA ITEMS:

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

Upon motion by Commissioner John Villarreal seconded by Commissioner Cesar de Leon and carried unanimously, Consent Agenda Items "a and b" were **approved**.

ITEMS No. "a" and "b"

- a) Approval of the Minutes of the Regular Meeting of February 02, 2016.
- b) To acknowledge the following individuals to incur travel expense:

<u>Employee</u>	<u>Department</u>	<u>Destination</u>	<u>Date</u>
Tracie A. Orcillez	BMetro	Arlington, TX	Feb. 21-27, 2016
Monica Tellam	BMetro	Houston, TX	Mar. 08-11, 2016
Omar Ochoa	Building	San Antonio, TX	Apr. 03-08, 2016
Oscar Garcia	Building	San Antonio, TX	Apr. 03-08, 2016
Ramon Torres	Building	San Antonio, TX	Apr. 03-08, 2016
Luis Saucedo	Building	San Antonio, TX	Apr. 03-08, 2016
Richard Alvarez	Building	Beaumont, TX	Mar. 27-Apr. 1, 2016
Ramiro Pena	Building	Beaumont, TX	Mar. 27-Apr. 1, 2016
Julio Ruiz	Building	Beaumont, TX	Mar. 27-Apr. 1, 2016
Jaime Buentello	Building	Beaumont, TX	Mar. 27-Apr. 1, 2016
David Licon, Jr.	Engineering	Houston, TX	Mar. 8-11, 2016
Sarah Dierlam	Grants	Houston, TX	Mar. 8-10, 2016
Mark Lund	Planning	Austin, TX	Feb. 17, 2016
Sergio Perez	Police	Port Aransas, TX	Feb. 14-19, 2016
Juan Salinas	Police	Port Aransas, TX	Feb. 14-19, 2016
Raul Rodriguez	Police	Arlington, TX	Feb. 21-25, 2016
Robert Esparza	Traffic	Houston, TX	Mar. 08-11, 2016

* * * * *

PUBLIC HEARINGS:

4. Public Hearing and ACTION on the HOME Investment Partnerships Program Substantial Amendment Program Year (PY) 2013-2015 Annual Action Plans.

Ms. Marina Zolezzi, Grants Director introduced Ms. Ana Hernandez, Housing Manager, whom delivered a PowerPoint presentation regarding the Home Investment Partnerships Program Substantial Amendment. She provided a a brief background of the program and noted the proposed and accommodating budgetary changes, to available funding which resulted from uncommitted program income, reprogrammed funds from previous years, and repayment funds.

Upon motion by Commissioner Jessica Tetreau seconded by Commissioner Cesar de Leon and carried unanimously, the public hearing was **closed**.

Commissioner Ricardo Longoria, Jr., moved that the HOME Investment Partnerships Program Substantial Amendment Program Year (PY) 2013-2015 Annual Action Plans, be **approved**. The motion was seconded by Commissioner John Villarreal and carried unanimously.

5. Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2016-001-S, to allow Apartments (A) in a Dwelling “G” (DG) for .4855 acres for Lot 27, Block 1 of Portway Acres Subdivision located near Zena Drive and Portway Drive. (District 2)

Mr. Ramiro Gonzalez, Assistant Director of Operations, gave a brief explanation of the ordinance, noting that the current zoning was Dwelling G (DG), and the applicant was requesting a Specific use permit to allow “Apartments” in a Dwelling G, for the purpose of building two (2) duplexes with four (4) units, and further noting that the Planning and Zoning Commission recommended approval of the proposed ordinance.

Upon motion by Commissioner Jessica Tetreau seconded by Commissioner Cesar de Leon and carried unanimously, the public hearing was **closed**.

Commissioner Jessica Tetreau moved that Ordinance Number 235-2016-001-S, be **adopted** at first reading, to allow Apartments (A) in a Dwelling “G” (DG) for .4855 acres for Lot 27, Block 1 of Portway Acres Subdivision located near Zena Drive and Portway Drive. (District 2) The motion as seconded by Commissioner Cesar de Leon and carried unanimously.

6. Public Hearing and ACTION on FIRST READING on Ordinance Number 235-2016-005, to rezone from Professional Office “X” (1CX) to General Retail “X” (4CX) for 1.0 acres for Lot 5, Block 1 of Star acres located at 6305 Paredes Line Road. (District 3)

Mr. Ramiro Gonzalez, Assistant Director of Operations, gave a brief explanation of the ordinance, noting that the current zoning was Professional Office X (1CX), and the applicant was requesting to rezone to General Retail X (4CX), further noting that the Planning and Zoning Commission recommended approval of the proposed ordinance.

Upon motion by Commissioner Jessica Tetreau seconded by Commissioner Cesar de Leon and carried unanimously, the public hearing was **closed**.

Commissioner Jessica Tetreau moved that Ordinance Number 235-2016-005, be **adopted** at first reading, to rezone from Professional Office “X” (1CX) to General Retail “X” (4CX) for 1.0 acres for Lot 5, Block 1 of Star acres located at 6305 Paredes Line Road. (District 3) The motion was seconded by Commissioner Cesar de Leon and carried unanimously.

* * * * *

7. PUBLIC COMMENT PERIOD: PLEASE NOTE:

Mr. Ernesto De Leon noted that he and other people were asked to stop campaigning in front of the Central Public Library, since it was private property, he further noted that since the City was purchasing new computers for both libraries, restrictions needed to be placed when a citizen uses the public computers, to avoid any damage.

Mr. James Houghtaling, Jr., from Paredes Elementary, cordially invited the Commission to the 2016 Texas Scholastic Chess Championships, to be held on March 05-06, 2016, from 9:00 am to 6:00 p.m., at Rivera High School.

Mr. Eloy Garcia, noted that his resolution from 2016 to 2020 of every June, would be to make sure that a TESLA motorcycle supercharger is in the City of Brownsville.

ACTION ITEMS:

8. Consideration and ACTION on Resolution Number 2016-005, supporting a proposed affordable housing community known as the Huntington at Brownsville.

Ms. Ruth Osuna, Assistant City Manager, noted that Huntington Partners, Ltd., has proposed a development of 128 housing tax credit units, which consist of a mixed income development and age restricted to individuals of 62 years of age, at the 300 block of Lorenaly Drive just East of US Highway 77/83.

Commissioner Jessica Tetreau moved that Resolution Number 2016-005, supporting a proposed affordable housing community known as the Huntington at Brownsville, be **approved**. The motion was seconded by Commissioner John Villarreal and carried unanimously.

Commissioner Ricardo Longoria, Jr., stepped out and did not vote.

9. Consideration and ACTION on Resolution Number 2016-006, supporting a proposed affordable housing community known as Morrison Place.

Ms. Ruth Osuna, Assistant City Manager, noted that Morrison Place, LP, has proposed a development for affordable rental housing consisting of 160 housing tax credit units, a mixed-income development with a 24 market rate unit. Ms. Osuna, further noted that the units would be built at the corner of Morrison and Laredo Road, and once land had been developed, a traffic signal light would be installed, sharing the cost between the builder and the City.

Commissioner John Villarreal moved that Resolution Number 2016-006, supporting a proposed affordable housing community known as Morrison Place, be **approved**. The motion was seconded by Commissioner Jessica Tetreau and carried unanimously.

10. Consideration and ACTION on Resolution Number 2016-007, supporting a proposed affordable housing community known as Cantabria Estates Apartments.

Ms. Ruth Osuna, Assistant City Manager, noted that Cantabria, LP, has proposed a development for affordable rental housing consisting of 102 housing tax credit units, which would consist of 92 affordable units, in conjunction with Cameron County Housing Authority. Ms. Osuna, further noted that the builder would be sharing the cost of installing a traffic light once land had been developed.

Commissioner Jessica Tetreau moved Resolution Number 2016-007, supporting a proposed affordable housing community known as Cantabria Estates Apartments, be **approved**. The motion was seconded by Commissioner Cesar de Leon and carried unanimously.

11. Consideration and ACTION on Resolution Number 2016-008, supporting a proposed affordable housing community known as Sunshine Village Apartments.

Ms. Ruth Osuna, Assistant City Manager, noted that Sunshine Village, LP, has proposed a development for affordable rental housing consisting of 132 housing tax credit units, a development of a mixed-income development with 14 market rate units and 118 affordable units and be age restricted

for the elderly. Ms. Osuna, further noted that the affordable rental housing would be approximately on Tony's Road, east of Paredes Line Road, expected to be named Sunshine Village Apartments.

Commissioner Ricardo Longoria, Jr., moved that Resolution Number 2016-008, supporting a proposed affordable housing community known as Sunshine Village Apartments, be **approved**. The motion was seconded by Commissioner John Villarreal and carried unanimously.

12. Consideration and ACTION on Resolution Number 2016-009, supporting a proposed affordable housing community known as the Casita Lantana at Inwood.

Ms. Ruth Osuna, Assistant City Manager, noted that the Casita Lantana at Inwood, LLC, has proposed a development of single family detached rental homes within Brownsville's ETJ, in which the Community Development Corporation of Brownsville would construct 54 housing tax credit units at 3954 Dana Avenue, expected to be named "Casita Lantana at Inwood".

Commissioner Ricardo Longoria, Jr., moved that Resolution Number 2016-009, supporting a proposed affordable housing community known as the Casita Lantana at Inwood, be **approved**. The motion was seconded by Commissioner John Villarreal and carried unanimously.

13. Consideration and ACTION on Resolution Number 2016-010, supporting a proposed affordable housing community known as the Resaca Village Apartments.

Ms. Ruth Osuna, Assistant City Manager, noted that the Resaca Village Apartments, LLC has proposed to demolish and replace 36 units that were previously named Citrus Annex and to replace a portion of the units that were a part of the Housing Authority, previously demolished Roosevelt Apartments with 74 units housing tax credit units. Ms. Osuna, further noted that the developer has proposed a development for affordable rental housing at 2224 Lincoln Street, and expected to be named "Resaca Village Apartments".

Commissioner Jessica Tetreau moved that Resolution Number 2016-010, supporting a proposed affordable housing community known as the Resaca Village Apartments, be **approved**. The motion was seconded by Commissioner Cesar de Leon and carried unanimously.

14. Consideration and ACTION on East Brownsville Neighborhood Revitalization Strategy Area.

Mr. Edgar Garcia, Assistant Grants Director, delivered a PowerPoint presentation regarding the benefits of a Neighborhood Revitalization Strategy Area of East Brownsville (NRSA). Mr. Garcia, noted that the program would help promote innovative programs in economically disadvantaged areas of the community; such as an increase in economic opportunities, how to create jobs for unemployed LMI residents, and how to promote revitalization of the neighborhood. Mr. Garcia further noted that

the program would also help with the Housing and Neighborhood Development Assessment, Infrastructure Assessment, Community Development Assessment, and Empower Health Strategies.

Commissioner Rose Gowen noted that under Human Capital, she suggested to add the rate of diabetes in the area, because Human Capital was not only education, but should include health and wellness. Commissioner Gowen, also asked if the Promotora Team was included in the social services program, since the team also goes out to promote health awareness.

Commissioner Cesar de Leon questioned and asked for a brief explanation and the purpose of the Neighborhood Revitalization Strategy Area (NRSA).

Mr. Edgar Garcia, noted that the Promotora team was included; further noting that the NRSA allows the City to use Community Development Block Grant funding, and with this flexibility they are able to fund more programs and be innovative. Commissioner Cesar de Leon noted that he would not like the funding to be duplicated since Brownsville Community Improvement Corporation (BCIC) were helping as well, and questioned what steps would be taken in order to avoid the duplicate funding.

Mr. Edgar Garcia, noted that he would work with the entities to avoid duplication of services.

Commissioner John Villarreal moved that East Brownsville Neighborhood Revitalization Strategy Area, be approved. The motion was seconded by Commissioner Jessica Tetreau and carried unanimously.

Commissioner Ricardo Longoria, Jr., let the meeting at 7:25 p.m.

15. Consideration and ACTION on Resolution Number 2016-011, determining that the Resaca Village Apartments Affordable Housing Development significantly contributes to the revitalization efforts of the City of Brownsville.

Mr. Ramiro Gonzalez, Assistant Director of Operations, noted that the Resaca Village Apartments, LLC., had proposed a development of affordable multifamily rental housing named Resaca Village Apartments, for low income residents of the City. He further noted that Resaca Village Apartments, LLC., advised the City that they intended to submit an application to the Texas Department of Housing and Community Affairs for 2016 competitive Housing Tax Credits .

Commissioner Jessica Tetreau moved that Resolution Number 2016-011, determining that the Resaca Village Apartments Affordable Housing Development significantly contributes to the revitalization efforts of the City of Brownsville, be **approved**. The motion was seconded by Commissioner Cesar de Leon and carried unanimously.

Agenda Items 16, and 18 through 20 were read consecutively for action.

- 16. **Consideration and ACTION on a Memorandum of Understanding to authorize a Joint Application for the third and final round of the Promise Zone Initiative Grant between IDEA Public Schools (IDEA) and the City of Brownsville.**
- 18. **Consideration and ACTION on a Memorandum of Understanding to authorize a Joint Application for the third and final round of the Promise Zone Initiative Grant between United Brownsville and the City of Brownsville.**
- 19. **Consideration and ACTION on a Memorandum of Understanding to authorize a Joint Application for the third and final round of the Promise Zone Initiative Grant between United Way of Southern Cameron County and the City of Brownsville.**
- 20. **Consideration and ACTION on a Memorandum of Understanding to authorize a Joint Application for the third and final round of the Promise Zone Initiative Grant between Housing Authority of the City of Brownsville (HACB) and the City of Brownsville.**

Commissioner Jessica Tetreau moved that Agenda Items 16 and 18 through 20 be **approved** as **presented**. The motion was seconded by Commissioner Cesar de Leon and carried unanimously.

- 17. **Consideration and ACTION on a Memorandum of Understanding to authorize a Joint Application for the third and final round of the Promise Zone Initiative Grant between U. S. Small Business Administration Lower Rio Grande Valley District Office and the City of Brownsville.**

Ms. Marina Zolezzi, Grants Director, requested that Agenda Item 17 be removed.

PURCHASES/BIDS/CONTRACTS:

- 21. **Consideration and ACTION to award a term contract for uniforms for use by the Brownsville Fire and EMS Department.**

Upon motion by Commissioner John Villarreal seconded by Commissioner Jessica Tetreau and carried unanimously, this item was **tabled**.

ADJOURNMENT:

There being no further business to come before the Commission, upon duly made motion, the meeting adjourned at 7:30 p.m.

Approved this _____ day of _____, 2016.

Antonio Martinez
Mayor

Attest:

Michael L. Lopez, MPA
City Secretary

Respectfully submitted by
Yolanda Galarza-Gomez, Administrative Specialist
Office of the City Secretary

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, March 01, 2016**, 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 |
| DEBORAH PORTILLO |) | District 3 |
| JOHN VILLARREAL |) | District 4 |
| CESAR DE LEON |) | At-Large “A” |
| ROSE M.Z. GOWEN, M.D. |) | At-Large “B” |
| CHARLIE CABLER | | CITY MANAGER |
| PETE GONZALEZ | | DEPUTY CITY MANAGER |
| RUTH OSUNA | | ASSISTANT CITY MANAGER |
| STEPHANIE REYES | | ASSISTANT CITY MANAGER |
| MARK E. SOSSI | | CITY ATTORNEY |
| MICHAEL L. LOPEZ | | CITY SECRETARY |
| ABSENT: | | NONE |

A quorum being present, Mayor Antonio Martinez, asked Mr. Michael L. Lopez, 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 24, 2016.

Commissioner Deborah Portillo arrived during Executive Session.

EXECUTIVE SESSION: 5:45 P.M.

Upon motion by Commissioner Rose Gowen, seconded by Commissioner Ricardo Longoria, Jr., and carried unanimously, the Executive Session convened at 5:30 p.m. to discuss the following items:

- A) **Discussion pursuant to Section §551.087, of the Texas Government Code, regarding economic development.**

Upon conclusion of Executive Session Mayor Antonio Martinez, convened the Regular Meeting at 6:00 p.m. No action was taken in Executive Session.

Commissioner Cesar de Leon left the meeting at 6:00 p.m.

REGULAR MEETING: 6:00 P.M.

PLEDGE OF ALLEGIANCE: UNITED STATES PLEDGE * TEXAS PLEDGE

The Pledge of Allegiance was led by Mayor Antonio Martinez, and the Texas Pledge was led by Commissioner Ricardo Longoria, Jr.

INVOCATION:

The invocation was delivered by Pastor Brad Burkes, Embassy of the Spirits, from Brownsville, Texas.

1. MAYOR’S ACTIVITY UPDATE:

Mayor Antonio Martinez, thanked everyone who was and got involved with the Charro Day festivities, and noted that it was a very successful event.

2. COMMISSIONERS’ ACTIVITY UPDATE:

Commissioner Jessica Tetreau reminded everyone to exercise their vote since it was the Primary Election Day.

3. PRESENTATIONS:

Employee of the Month
(Charlie Cabler – City Manager)

Mr. Charlie Cabler, City Manager, recognized Mr. Luis Alberto Castillo, Network Administrator, with MIS Department, as March’s Employee of the Month.

4. CONSENT AGENDA ITEMS:

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

Upon motion by Commissioner Ricardo Longoria, Jr., seconded by Commissioner John Villarreal and carried unanimously, Consent Agenda Items “a through e” were approved.

ITEMS No. “a” through “e”

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

<u>Employee</u>	<u>Department</u>	<u>Destination</u>	<u>Date</u>
Roxanna G. Rosas	City Manager’s	Houston, TX	Mar. 08-11, 2016
Georgina Gonzalez	Finance	San Antonio, TX	Mar. 30-Apr. 01, 2016
Ana Benavidez	Finance	San Antonio, TX	Mar. 30-Apr. 01, 2016

Arturo Rodriguez	Health	Greensboro, NC	Mar. 21-25, 2016
Nellie Zamora	Health	Orlando, FL	Mar. 20-24, 2016
Lesly Flores	Health	Houston, TX	Mar. 08-12, 2016
Esmeralda Flores	Health	Houston, TX	Mar. 08-12, 2016
Bobby Lerma	Legal	Houston, TX	Mar. 27-30, 2016
Constanza Miner	Planning	Phoenix, AZ	Apr. 01-05, 2016

- b) **Consideration and ACTION to award a term contract for renewal for software maintenance and technical support for financial and Community Application Software.**
- c) **APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2016-001-S, to allow Apartments (A) in a Dwelling “G” (DG) for .4855 acres for Lot 27, Block 1 of Portway Acres Subdivision located near Zena Drive and Portway Drive.**
- d) **APPROVAL on SECOND and FINAL READING on Ordinance Number 235-2016-005, to rezone from Professional Office “X” (1CX) to General Retail “X” (4CX) for 1.0 acres for Lot 5, Block 1 of Star Acres located at 6305 Paredes Line Road.**
- e) **Consideration and ACTION to award a term contract for the purchase and delivery of Body Armor for the Brownsville Police Department to GT Distributors, Inc. of Austin, Texas, the low responsive and responsible bidder, at the stipulated prices \$40,000.00, with an option to purchase Out of Catalog or retail Price Percentage Discount, with a three (3) year option to renew.**

* * * * *

PUBLIC HEARINGS:

- 5. **Public Hearing and ACTION on FIRST READING on Ordinance Number 2016-1220-J, amending Chapter 2 “Administration”; Article V. “Finance”; Division 2 “Fees” Section 2-432 entitled “Fees and Charges for Administrative Services”, and dealing with related matters.**

Mr. Michael L. Lopez, City Secretary, gave a brief explanation of the changes to the proposed ordinance.

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

Commissioner Ricardo Longoria, Jr., moved that Ordinance Number 2016-1220-J, be **adopted** at first reading, amending Chapter 2 “Administration”; Article V. “Finance”; Division 2 “Fees” Section 2-432 entitled “Fees and Charges for Administrative Services”, and dealing with related matters. The motion was seconded by Commissioner John Villarreal and carried unanimously.

6. **Public Hearing and ACTION on FIRST READING on Ordinance Number 2016-1613, amending Chapter 2 “Administration”; Article IV, “Boards, Committees, Commissions”; by adding Division 5, Sections 2374 through 2-381, “Main Street Advisory Board”; to establish the structure and guidelines to advise City staff on all matters relating to the Historic Preservation, Economic Development, and Revitalization of Downtown Brownsville, in accordance with the Main Street Four Point Approach.**

Mr. Ramiro Gonzalez, Assistant Director of Operations, gave a brief explanation of the proposed ordinance, noting that the ordinance was to create an advisory board consisting of nine (9) members, seven (7) property/business owners or community members appointed by the City Commission, and two (2) City employees appointed by the City Manager, which would serve two-year terms, and must be residents of the City of Brownsville, and the appointees should be knowledgeable about economic or business development, historic preservation, architecture, or marketing and promotion. He further noted that the purpose of the Board was to assist in developing strategic downtown plan, develop programs, events, and activities, brand downtown Brownsville, engage other business owners, assist in the recruitment of volunteers, and develop an annual report for City Commission.

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 2016-1613, be **adopted** at first reading, amending Chapter 2 “Administration”; Article IV, “Boards, Committees, Commissions”; by adding Division 5, Sections 2374 through 2-381, “Main Street Advisory Board”; to establish the structure and guidelines to advise City staff on all matters relating to the Historic Preservation, Economic Development, and Revitalization of Downtown Brownsville, in accordance with the Main Street Four Point Approach. The motion was seconded by Commissioner John Villarreal and carried unanimously.

7. **Public Hearing and ACTION on FIRST READING on Ordinance Number 2016-1600.02, repealing current Section 320-37 of Chapter 320, Article II, and replacing it with new Section 320-37 Design Standards.**

Mr. Ramiro Gonzalez, Assistant Director of Operations, gave a brief explanation of the ordinance, noting the proposed changes to the sidewalk ordinance.

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

Commissioner Jessica Tetreau moved that Ordinance Number 2016-1600.02, be **adopted** at first reading, repealing current Section 320-37 of Chapter 320, Article II, and replacing it with new

Section 320-37 Design Standards. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

8. Public Hearing and ACTION on FIRST READING on Ordinance Number 2016-1479-C, repealing current Section 332-171 of Chapter 332, Article IV, of the City of Brownsville Subdivision Code and replacing it with new Section 332-171 Fees in Lieu of Dedication.

Mr. Ramiro Gonzalez, Assistant Director of Operations, gave a brief explanation of the ordinance, noting the proposed changes to the ordinance.

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

Commissioner Jessica Tetreau moved that Ordinance Number 2016-1479-C, to **adopt** at first reading, repealing current Section 332-171 of Chapter 332, Article IV, of the City of Brownsville Subdivision Code and replacing it with new Section 332-171 Fees in Lieu of Dedication. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

9. PUBLIC COMMENT PERIOD: PLEASE NOTE:

Rev. Kevin A. Collins, OMI, from St Eugene de Mazenod, thanked the Commission for investing on a traffic light on Austin, Road, and encouraged the Commission to investment in East Brownsville.

ACTION ITEMS:

10. Consideration and ACTION on Resolution Number 2016-012, to adopt Design Guidelines for Historic Residential and Commercial Properties in the O11 Downtown Heritage Overlay District of the City of Brownsville.

Mr. Ramiro Gonzalez, Assistant Director of Operations, gave a brief explanation of the resolution, noting that the design guidelines were principles that are intended to protect the historic character of Brownsville’s historic neighborhoods and commercial buildings by guiding the preservation of features, materials, design of additions, and new construction to be appropriate. He further noted that the guidelines would be interpreted by the City of Brownsville Heritage Council as part of the review process.

Commissioner Jessica Tetreau moved that Resolution Number 2016-012, to adopt Design Guidelines for Historic Residential and Commercial Properties in the O11 Downtown Heritage Overlay District of the City of Brownsville, be **approved**. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

PURCHASES/BIDS/CONTRACTS:

11. Consideration and ACTION to award a term contract for uniforms for use by the Brownsville Fire and EMS Department.

Commissioner Jessica Tetreau moved that a term contract for uniforms for use by the Brownsville Fire and EMS Department, be awarded to **Galls, LLC of Lexington, Kentucky**, for an **estimated budget of \$51,425.00** for a contract term of three (3) years. The motion was seconded by Commissioner John Villarreal and carried unanimously.

12. Consideration and ACTION to award contract for the installation and removal for the City of Brownsville Event Center to International Carpet One of Brownsville, Texas in the amount of \$81,358.00 completion duration is 25 days.

Commissioner Ricardo Longoria, Jr., moved that a contract for the installation and removal for the City of Brownsville Event Center, be awarded to **International Carpet One of Brownsville, Texas** in the amount of **\$81,358.00** completion duration is 25 days. The motion was seconded by Commissioner Jessica Tetreau and carried unanimously.

13. Consideration and ACTION to award a contract for the Traffic Signal and Roadway Improvements for Minnesota Avenue and Austin Road.

Commissioner Jessica Tetreau moved that a contract for the Traffic Signal and Roadway Improvements for Minnesota Avenue and Austin Road, be awarded to **D & G Corporation, of McAllen, Texas**, for a total amount of **\$120,539.25**. The motion was seconded by Commissioner Rose Gowen and carried unanimously.

ADJOURNMENT:

There being no further business to come before the Commission, upon duly made motion, the meeting adjourned at 6:21 p.m.

Approved this _____ day of _____, 2016.

Antonio Martinez
Mayor

Attest:

Michael L. Lopez, MPA
City Secretary

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



Submit

AGENDA REQUEST FORM

Item Number: **3c.**

COMMISSION MEETING DATE: 03-15

Office of the City
Secretary

DEPT: _____ CONTACT Michael L. Lopez

AGENDA

Select One:

Executive Session (City Attorney Only)	Workshop	Presentation	Agenda	Ordinance
Time needed: _____ Action Item: _____	Time Needed: _____	Time Needed: _____	<input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Action <input checked="" type="checkbox"/> Consent	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading

Brief Description of Agenda Item:

Consideration and Action authorizing Nayade Garza, Administrative Supervisor, and Juan Carlos Gutierrez, Records Management Specialist, to travel to Austin, Texas from April 3, 2016 to April 8, 2016 for the 2016 Master Registrar Certification (MRC) course.

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: 02/26/2016

FROM: Michael L. Lopez

DEPARTMENT Office of the City Secretary

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

Nayade Garza
EMPLOYEE NAME

Administrative Supervisor
POSITION

1. Destination: Austin, Texas
2. Est. date and time leaving: 04-03-2016 Est. date and time returning: 04-08-2016
3. Transportation mode: City Vehicle Private Vehicle Airplane (scheduled) No Transportation Cost

4. Purpose of Trip:
2016 Master Registrar Certification (MRC)

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

Will obtain with a deeper understanding of vital registration and issuance through the statutory framework of vital statistics.

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 50.5 cents a mile for private vehicle (list other) _____	\$ _____
b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL]	\$ <u>324.50</u>
c. Lodging \$ <u>135</u> per night x (1) person	\$ <u>776.25</u>
d. Registration Fees \$ <u>- 0 -</u> per person x (1) person	\$ <u>- 0 -</u>
e. Other costs (explain) _____	\$ _____
TOTAL:	\$ <u>1100.75</u>

8. I HEREBY REQUEST AN ADVANCE OF \$ 1100.75 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature:	* Employee Signatures:
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9. Charges to be made to line item # 01-9110-848-236 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/ _____
Finance Director

City of Brownsville, Texas
Analysis of Meal & IE Per Diem Allowance
2016 Master Registrar Certification (MRC)
Austin, Texas
From April 3, 2016 to April 8, 2016
The Daily Meal & IE For Austin, TX is \$59
For Nayade Garza, Admin. Supervisor

<u>Date</u>		<u>Meal Per Diem Daily Rate</u>	<u>First Day & Last Day at 75% of Daily Rate</u>	<u>Total Daily Allowance</u>
4/3/2016	Sunday	\$ -	\$ 44.25	\$ 44.25
4/4/2016	Monday	\$ 59.00	\$ -	\$ 59.00
4/5/2016	Tuesday	\$ 59.00	\$ -	\$ 59.00
4/6/2016	Wenday	\$ 59.00	\$ -	\$ 59.00
4/7/2016	Thursday	\$ 59.00	\$ -	\$ 59.00
4/8/2016	Friday	\$ -	\$ 44.25	\$ 44.25
Total Meal & IE Allowance:		\$ 236.00	\$ 88.50	\$ 324.50



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: 02/26/2016

FROM: Michael L. Lopez

DEPARTMENT Office of the City Secretary

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

Juan Carlos Gutierrez
EMPLOYEE NAME

Records Management Specialist
POSITION

1. Destination: Austin, Texas
2. Est. date and time leaving: 04-03-2016 Est. date and time returning: 04-08-2016
3. Transportation mode: City Vehicle Private Vehicle Airplane (scheduled) No Transportation Cost

4. Purpose of Trip:
2016 Master Registrar Certification (MRC)

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

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 50.5 cents a mile for private vehicle (list other) <u>City Vehicle</u>	\$ <u>150</u>
b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL]	\$ <u>324.50</u>
c. Lodging \$ <u>135</u> per night x (1) person	\$ <u>776.25</u>
d. Registration Fees \$ <u>- 0 -</u> per person x (1) person	\$ <u>- 0 -</u>
e. Other costs (explain) _____	\$ _____
TOTAL:	\$ <u>1250.75</u>

8. I HEREBY REQUEST AN ADVANCE OF \$ 1250.75 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature:	* Employee Signatures:
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9. Charges to be made to line item # 01-9110-848-236 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/ _____
Finance Director

City of Brownsville, Texas
Analysis of Meal & IE Per Diem Allowance
2016 Master Registrar Certification (MRC)
Austin, Texas
From April 3, 2016 to April 8, 2016
The Daily Meal & IE For Austin, TX is \$59
For Juan C. Guterrez, Records Management Specialist

<u>Date</u>		<u>Meal Per Diem Daily Rate</u>	<u>First Day & Last Day at 75% of Daily Rate</u>	<u>Total Daily Allowance</u>
4/3/2016	Sunday	\$ -	\$ 44.25	\$ 44.25
4/4/2016	Monday	\$ 59.00	\$ -	\$ 59.00
4/5/2016	Tuesday	\$ 59.00	\$ -	\$ 59.00
4/6/2016	Wenday	\$ 59.00	\$ -	\$ 59.00
4/7/2016	Thursday	\$ 59.00	\$ -	\$ 59.00
4/8/2016	Friday	\$ -	\$ 44.25	\$ 44.25
Total Meal & IE Allowance:		\$ 236.00	\$ 88.50	\$ 324.50



2016 Master Registrar Certification Course



2016

Master Registrar Certification (MRC) Course April 4 - 8, 2016 in Austin, Texas

The Texas Department of State Health Services – Vital Statistics Unit, would like to invite all local registrars to participate in our Master Registrar Certification course.

The Master Registrar Certification course is comprised of a small group of local registrars and deputies from around the state. The course provides them with a deeper understanding of vital registration and issuance through the statutory framework of vital statistics, best practices and working collaboratively with the processes at the federal, state, and local level.

In an informal setting the course encompasses all aspects of the local registrar's duties:

- Statutes and Codes relevant to vital records
- Review of specific topics regarding vital records registration and issuance
- Group projects
- Vital Statistics Unit Tour
- Peer networking

....and many other educational experiences and materials to assist the local registrar with their daily duties!

Download the application and fax it to the Vital Statistics office. The deadline for receiving applications will be listed on the form. Registration forms should be faxed to Derek Johnson at (512) 776-7538. If you have any questions, please contact Derek@texasvsu.org.

Out-of-town Master Registrar Certification course attendees can book rooms at the Crowne Plaza Austin, located at 6121 North IH-35 Austin, TX 78752. Check [here](#) for details.

We look forward to seeing you!

Last updated February 05, 2016



Submit

AGENDA REQUEST FORM

Item Number: **3c.**

COMMISSION MEETING DATE: 3/15/16

DEPT: Finance

CONTACT Lupe Granado III

AGENDA

Select One:

Executive Session (City Attorney Only) Time needed: _____ Action Item: _____	Workshop Time Needed: _____	Presentation Time Needed: _____	Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input checked="" type="checkbox"/> Consent	Ordinance <input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading
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Brief Description of Agenda Item:

Consideration and ACTION to authorize Luis Salinas, to attend the Office of Management and Budget uniform guidance for administrative requirements, cost principles, and audits for Federal Grants including amendments for 2016 to be held in San Antonio, Texas.

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: 02/16/2016

FROM: Jorge Santillan

DEPARTMENT Finance

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

Luis G. Salinas

Accountant II

EMPLOYEE NAME

POSITION

1. Destination: San Antonio, Texas
2. Est. date and time leaving: March 30, 2016 Est. date and time returning: April 1, 2016
3. Transportation mode: City Vehicle Private Vehicle Airplane (scheduled) No Transportation Cost

4. Purpose of Trip:

To attend the In-Depth: Mastering the OMB Super Circular 2016 Conference

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

Will cover the updated guidance from Office of Management and Budget Super Circular in detail for agencies that obtain Federal Grant funding in order comply with the new regulations in 2016

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 50.5 cents a mile for private vehicle (list other)_____ | \$ <u>298.63</u> |
| b. Meals: | PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] | \$ <u>160.00</u> |
| c. Lodging | \$ _____ per night x (1) person | \$ <u>277.87</u> |
| d. Registration Fees | \$ <u>499.00</u> per person x (1) person | \$ <u>paid by check</u> |
| e. Other costs (explain) | _____ | \$ _____ |
| TOTAL: | | \$ _____ |

8. I HEREBY REQUEST AN ADVANCE OF \$ 736.50 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/ _____
Finance Director



Submit

AGENDA REQUEST FORM

Item Number: **3c.**

COMMISSION MEETING DATE: 3/15/16

DEPT: Finance

CONTACT Lupe Granado III

AGENDA

Select One:

Executive Session (City Attorney Only) Time needed: _____ Action Item: _____	Workshop Time Needed: _____	Presentation Time Needed: _____	Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input checked="" type="checkbox"/> Consent	Ordinance <input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading
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Brief Description of Agenda Item:

Consideration and ACTION to authorize Miriam Camacho, to attend the TEXPO 2016 conference, on April 17-19, 2016, in Fort Worth, Texas.

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: 3/04/2016

FROM: Lupe Granado DEPARTMENT Finance

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

Mirian Camacho Accountant
EMPLOYEE NAME POSITION

1. Destination: FORT WORTH, TEXAS
2. Est. date and time leaving: 04/17/2016 Est. date and time returning: 04/19/2016
3. Transportation mode: City Vehicle Private Vehicle Airplane (scheduled) No Transportation Cost

4. Purpose of Trip:
TO ATTEND 2016 TEXPO CONFERENCE

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

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 50.5 cents a mile for private vehicle (list other) _____	\$ <u>259.20</u>
b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL]	\$ <u>222.50</u>
c. Lodging \$ <u>149</u> per night x (1) person	\$ <u>342.70</u>
d. Registration Fees \$ <u>375</u> per person x (1) person	\$ <u>375.00</u>
e. Other costs (explain) <u>SHUTTLE \$20.00X2</u>	\$ <u>40.00</u>
TOTAL:	\$ <u>1239.40</u>

8. I HEREBY REQUEST AN ADVANCE OF \$ 262.50 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/ _____
Finance Director



Submit

AGENDA REQUEST FORM

Item Number: **3c.**

COMMISSION MEETING DATE: 3/15/16

DEPT: Fire

CONTACT Joseph D. Horn

AGENDA

Select One:

Executive Session (City Attorney Only) Time needed: _____ Action Item: _____	Workshop Time Needed: _____	Presentation Time Needed: _____	Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input checked="" type="checkbox"/> Consent	Ordinance <input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading
--	---	---	--	---

Brief Description of Agenda Item:

Consideration and Action for authorization for Lieutenant Raymond Harris to attend the 61st Annual Fire & Arson Investigators Seminar on March 20 - 25, 2016 at the Omni Southpark Hotel in Austin, Texas.

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: 03/04/2016

FROM: Joseph D. Horn

DEPARTMENT Fire

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

Raymond Harris

Fire Lieutenant

EMPLOYEE NAME

POSITION

1. Destination: Austin, Texas

2. Est. date and time leaving: 03/20/2016

Est. date and time returning: 03/25/2016

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

4. Purpose of Trip:

To attend the 61st Annual Fire & Arson Investigators Seminar.

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

The seminar includes field training officer classes which will be beneficial to the training of the two new inspectors and provides TECOLE continuation education hours necessary for certification renewal.

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 50.5 cents a mile for private vehicle (list other) _____	\$ <u>60.00</u>
b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL]	\$ <u>324.50</u>
c. Lodging \$ <u>113.85</u> per night x (1) person	\$ <u>569.25</u>
d. Registration Fees \$ <u>195.00 - per paid</u> per person x (1) person	\$ <u>195.00</u>
e. Other costs (explain) _____	\$ _____
TOTAL:	\$ <u>1,148.75</u>

8. I HEREBY REQUEST AN ADVANCE OF \$ 953.75 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature: _____

* Employee Signatures: _____

9. Charges to be made to line item # 01 - 320-770 which has a balance of \$ 5,413.25 as of this date.

10. This request is hereby APPROVED DENIED The Accounting Department is instructed to issue a check in the amount of \$ 953.75 as an advance expense.

/s/ _____
Finance Director

City of Brownsville, Texas
 Analysis of Meal & IE Per Diem Allowance
 Attending the 61st Annual Arson & Fire Seminar
 in Austin, Texas
 From March 20 - 25, 2016
 The Daily Meal & IE Austin, TX, is \$59

<u>Date</u>		<u>Meal Per Diem Daily Rate</u>	<u>First Day & Last Day at 75% of Daily Rate</u>	<u>Total Daily Allowance</u>
Mar. 20, 2016	Sunday	0.00	44.25	44.25
Mar. 21, 2016	Monday	0.00	59.00	59.00
Mar. 22, 2016	Tuesday	0.00	59.00	59.00
Mar. 23, 2016	Wednesday	0.00	59.00	59.00
Mar. 24, 2016	Thursday	0.00	59.00	59.00
Mar. 25, 2016	Friday	0.00	44.25	44.25
Total Meal & IE Allowance		<u>0.00</u>	<u>324.50</u>	<u>324.50</u>

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

Nightly Lodging from Mar. 20-25, 2016 and checked out on Mar. 25, 2016.

Sunday, Mar. 20, 2016 (first day), and Mar. 25, 2016 (last day) were traveling days.

TEXAS IAAI FIRE & ARSON INVESTIGATORS

61ST ANNUAL **ARSON** & FIRE SEMINAR

MARCH 20-25, 2016



*ATAC
on Arson.*



HB2604 & TIFMAS Grant Approved Training



TEXAS A&M ENGINEERING



EXTENSION SERVICE

TEEX.ORG/ANNUALSCHOOLS



Submit

AGENDA REQUEST FORM

Item Number: **3c.**

COMMISSION MEETING DATE: 3/15/16

Office of Grant Management and Community Development
DEPT: Development

CONTACT Marina Zolezzi, Director

AGENDA

Select One:

Executive Session (City Attorney Only)	Workshop	Presentation	Agenda	Ordinance
Time needed: _____ Action Item: _____	Time Needed: _____	Time Needed: _____	<input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input type="checkbox"/> Consent	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading

Brief Description of Agenda Item:

Consideration and ACTION to authorize Ana Hernandez, Housing Manager and Efren Trujillo, Housing Specialist to attend the U.S. Department of Housing and Urban Development training - PJ (Participating Jurisdiction) Peer Group on Assessing & Building CHDO Capacity being held in San Antonio, TX. on March 22 - 24, 2016.

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: 3/4/2016

FROM: Marina Zolozzi, Director

DEPARTMENT: Office of Grant Management & Community Development

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

Ana L. Hernandez
EMPLOYEE NAME

Housing Manager
POSITION

1. Destination: San Antonio, Texas

2. Est. date and time leaving: March 22, 2016

Est. date and time returning: March 24, 2016

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

4. Purpose of Trip:

To attend the U.S. Department of Housing and Urban Development training - PJ (Participating Jurisdiction) Peer Group on Assessing & Building CHDO Capacity.

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

Housing staff will learn how to better assess and build the capacity of local community housing development organizations to ensure they can carry out HOME-funded projects in a timely and efficient manner.

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	<u>554</u> miles x 50.5 cents a mile for private vehicle (if other) _____	\$ <u>100.00</u>
b. Meals:	PER DIEM M&IE PER CITY TRAVEL EXPENSE POLICY (@ 75% ON FIRST & LAST DAY OF TRAVEL)	\$ <u>160.00</u>
c. Lodging	\$ <u>110.00</u> per night x (1) person	\$ <u>256.04</u>
d. Registration fees	\$ _____ per person x (1) person	\$ _____
e. Other costs (explain)	<u>Parking</u>	\$ <u>50.00</u>
TOTAL:		\$ <u>566.04</u>

8. I HEREBY REQUEST AN ADVANCE OF \$ 566.04 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature:

* Employee Signatures:

9. Charges to be made to loan item # 17-7392 . 7138 which has a balance of \$ 55,947.12 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



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: 3/4/2016

FROM: Marina Zoluzzi, Director DEPARTMENT Office of Grant Management & Community Development

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

Efran Trujillo
EMPLOYEE NAME

Housing Specialist
POSITION

1. Destination: San Antonio, TX
2. Est. date and time leaving: March 22, 2016 Est. date and time returning: March 24, 2016
3. Transportation mode: City Vehicle Private Vehicle Airplane (scheduled) No Transportation Cost

4. Purpose of Trip:

To attend the U.S. Department of Housing and Urban Development training - PJ (Participating Jurisdiction) Peer Group on Assessing & Building CHDO Capacity.

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

Housing staff will learn how to better assess and build the capacity of local community housing development organizations to ensure they can carry out HOME-funded projects in a timely and efficient manner.

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 50.5 cents a mile for private vehicle (list other) | \$ _____ |
| b. Meals: | PER DIEM @ CITY TRAVEL EXPENSE POLICY @ 15% FOR FIRST & LAST DAY OF TRAVEL | \$ <u>160.00</u> |
| c. Lodging | \$ _____ per night x (1) person | \$ <u>256.04</u> |
| d. Registration Fees | \$ _____ per person x (1) person | \$ _____ |
| e. Other costs (explain) | _____ | \$ _____ |
| TOTAL: | | \$ <u>416.04</u> |

8. I HEREBY REQUEST AN ADVANCE OF \$ 416.04 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature:

* Employee Signatures:

9. Charges to be made to the item # 17-7394_7138 which has a balance of \$ 55,381.08 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

City of Brownsville, Texas			
Analysis of Meal & IE Per Diem Allowance			
During The U.S. Department of Housing and Urban Development training - PJ Peer Group on Assessing & Building CHDO Capacity.			
in San Antonio, TX.			
From March 22 Through March 24, 2016			
The Daily Meal & IE For New York, NY is \$ 64.00			
		First Day	
	Meal	& Last	Total
	Per Diem	at 75% of	Daily
Date	Daily Rate	Daily Rate	Allowance
Tuesday, March 22, 2016		\$ 48.00	\$ 48.00
Wednesday, March 23, 2016	\$ 64.00		\$ 64.00
Thursday, March 24, 2016		\$ 48.00	\$ 48.00
Total Meal & IE Allowance	\$ 64.00	\$ 96.00	\$ 160.00
Nightly Lodging from March 22, 2016 through March 23 and checked out on Thursday, March 24 , 2016.			
Tuesday, March 22, 2016 (First Day) Wednesday, March 23, 2016(second day)			
Thursday, March 24, 2016 (Last Day) were traveling days.			



Submit

AGENDA REQUEST FORM

Item Number: **3c.**

COMMISSION MEETING DATE: 3/15/16

Office of Grant Management and Community Development
DEPT: Development

CONTACT Marina Zolezzi, Director

AGENDA

Select One:

Executive Session (City Attorney Only) Time needed: _____ Action Item: _____	Workshop Time Needed: _____	Presentation Time Needed: _____	Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input type="checkbox"/> Consent	Ordinance <input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading
--	---	---	---	---

Brief Description of Agenda Item:

Consideration and ACTION to authorize Julia Lash, Program Manager to attend the National Community Development Association CDBG Basics: Training for practitioners being held in Nashville, Tennessee. on May 03 - 07, 2016.

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: 3/4/2016

FROM: Marina Zolezzi, Director

DEPARTMENT Office of Grant Management & Community Development

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

Julia Lash

Program Manager

EMPLOYEE NAME

POSITION

1. Destination: Nashville, Tennessee

2. Est. date and time leaving: May 03, 2016 Est. date and time returning: May 7, 2016

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

4. Purpose of Trip:

To attend the National Community Development Association CDBG Basics: Training for practitioners being held in Nashville, Tennessee.

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

The course will provide a basic, but comprehensive overview of the CDBG program. This course will provide a hands-on approach to learning the program through lecture and in-class exercises. Course participants will learn how to read the regulations, how to determine timeliness in spending CDBG funds, what activities are eligible under the program, how to document national objectives, and how to calculate Low-Mod Income (LMI) benefit.

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 50.5 cents a mile for private vehicle (list other) <u>airplane</u>	\$ _____
b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL]	\$ <u>265.50</u>
c. Lodging \$ <u>135.24</u> per night x (1) person	\$ <u>540.96</u>
d. Registration Fees \$ _____ per person x (1) person	\$ <u>300.00</u>
e. Other costs (explain) <u>Baggage 50.00 and Taxi 100.00</u>	\$ <u>150.00</u>
TOTAL:	\$ <u>1,755.66</u>

8. I HEREBY REQUEST AN ADVANCE OF \$ 956.46 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature:

* Employee Signatures:

9. Charges to be made to line item # 17-611 - 767 which has a balance of \$ 6,470.47 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/ _____
Finance Director

City of Brownsville, Texas			
Analysis of Meal & IE Per Diem Allowance			
During The National Community Development Association CDBG Basics: Training for practitioners.			
in Nashville, TN.			
From May 03 - 07, 2016.			
The Daily Meal & IE For Nashville, TN is \$ 59.00			
		First Day	
	Meal	& Last	Total
	Per Diem	at 75% of	Daily
Date	Daily Rate	Daily Rate	Allowance
Tuesday, May 03, 2016		\$ 44.25	\$ 44.25
Wednesday, May 04, 2016	\$ 59.00		\$ 59.00
Thursday, May 05, 2016	\$ 59.00		\$ 59.00
Friday, May 06, 2016	\$ 59.00		\$ 59.00
Saturday, May 07, 2016		\$ 44.25	\$ 44.25
Total Meal & IE Allowance	\$ 177.00	\$ 88.50	\$ 265.50
Nightly Lodging from May 03, 2016 through May 07 and checked out on Saturday, May 07 , 2016.			
Tuesday, May 03, 2016 (First Day) Wednesday, May 04, 2016(second day)			
Thursday, May 05, 2016 (Third Day) Friday, May 06, 2016 (fourth day)			
Friday, May 07, 2016(Last Day) were traveling days.			



CDBG Basics: Training for Practitioners

May 4-6, 2016
Nashville, TN

Location

The Randee Rogers Training Center
1419 Rosa L. Parks Blvd.
Nashville, TN 37208

Course Overview

The National Community Development Association (NCDA) is pleased to announce the delivery of a three-day basic course on the Community Development Block Grant (CDBG) Program. The course will provide a basic, but comprehensive overview of the CDBG program. This course will provide a hands-on approach to learning the program through lecture and in-class exercises. Course participants will learn how to read the regulations, how to determine timeliness in spending CDBG funds, what activities are eligible under the program, how to document national objectives, and how to calculate Low-Mod Income (LMI) benefit. Participants will also learn important program definitions, the components of the Consolidated Plan and the Annual Action Plan, what's covered under the administration and planning activities, and grantee responsibility for monitoring sub-recipients. Class participants will also learn the difference between a sub-recipient, contractor, and a Community-Based Development Organization (CBDO) and their roles, as outlined in the regulations. Class participants will learn important financial administration information related to program management and other federal cross-cutting regulations related to the program.

Course participants will receive a comprehensive training manual that includes the CDBG program regulations and other important notices and requirements. A course agenda is attached.

There will be a course exam (**which must be taken on site**) on the final day of the course. The exam is not mandatory, however, it is an excellent barometer of one's understanding of the program as a whole. A Certificate of Completion will be awarded to those who pass the test with a score of 70 or better.



REGISTRATION/PAYMENT

Early Registration (register by March 8, 2016)

Members: \$300

Non-Members: \$400

Payment Deadline: May 4, 2016; Payment received after this date will incur a \$50 late fee

General Registration (March 8 – May 4, 2016)

Members: \$400

Non-Members: \$500

Payment Deadline: May 4, 2016; Payment received after this date will incur a \$50 late fee

To register go to <http://ncdaonline.org/CDBG.asp>

You will have the option to pay by credit card or receive an invoice.

QUESTIONS?

Contact Steve Gartrell at sgartrell@ncdaonline.org

TRAINING SITE

The training will be held at the Randee Rogers Training Center, 1419 Rosa L. Parks Blvd, Nashville, TN 37208. Please arrive a few minutes early on the first day of the training for registration purposes.

HOTEL

Training participants will be responsible for obtaining their own hotel accommodations and transportation to and from the training.



Submit

AGENDA REQUEST FORM

Item Number: **3c.**

COMMISSION MEETING DATE: 3/15/16

DEPT: Police Department

CONTACT Orlando Rodriguez, Chief of Police

AGENDA

Select One:

Executive Session (City Attorney Only)	Workshop	Presentation	Agenda	Ordinance
Time needed: _____ Action Item: _____	Time Needed: _____	Time Needed: _____	<input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input checked="" type="checkbox"/> Consent	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading

Brief Description of Agenda Item:

Consideration and Action to authorize Sergeant David De Leon # 4100, Officer Liliana De La Garza # 5770 and Officer Alejandro Alviar # 4101 to attend the " TLEEA Advisor Training Seminar " in Fredericksburg, Texas on March 29 - April 1, 2016.

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: 03/07/2016

FROM: Orlando Rodriguez

Police

DEPARTMENT

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

David L. De Leon #4100

EMPLOYEE NAME

Sergeant

POSITION

1. Destination: Fredericksburg TX

2. Est. date and time leaving: 03/29/2016 08:00 AM

Est. date and time returning: 04/01/2016 05:00 PM

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

4. Purpose of Trip:

To attend the "TLEEA Advisor Training Seminar"

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

This is a comprehensive seminar designed to provide program concepts and practical information pertaining to the operation and management of a successful Law Enforcement Explorer Program.

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 44.5 cents a mile for private vehicle (list other) _____ \$ 000.00

b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] \$ 178.50

c. Lodging \$ 100.57 per night x (1) person Tax Included \$ 301.71

d. Registration Fees \$ 175.00 per person x (1) person MAIL IN \$ 175.00

e. Other costs (explain) _____ \$ 000.00

TOTAL: 655.21

8. I HEREBY REQUEST AN ADVANCE OF \$ 480.21 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 \$ 19,515.86 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/ _____
Finance Director

City of Brownsville, Texas

Analysis of Meal & IE Per Diem Allowance

State and Local Law Enforcement Training Symposium

	in	Fredericksburg	TX	78624	
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	From:	3/29/2016	8:00 AM	to	4/1/2016	5:00 PM
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The Daily Meal & IE for :	Fredericksburg	TX	is	\$51.00	
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Date	Meal Per Diem Daily Rate	First Day & Last Day	at 75% of Daily Rate	Total Daily Allowance
Tuesday, March 29, 2016	Travel Date	\$51.00	0.75	\$ 38.25
Wednesday, March 30, 2016	\$51.00			\$ 51.00
Thursday, March 31, 2016	\$51.00			\$ 51.00
				\$ -
				\$ -
Friday, April 01, 2016	Return Date	\$51.00	0.75	\$ 38.25
Total Meal & IE Allowance				
	102.00	\$	76.50	178.50

Nightly Lodging from:	Tuesday, March 29, 2016	and check out is on	Friday, April 01, 2016
	Tuesday, March 29, 2016	(First Day) and	Friday, April 01, 2016 (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**

DATE: 03/07/2016

FROM: Orlando Rodriguez

Police

DEPARTMENT

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

Liliana De La Garza #5770

Officer

EMPLOYEE NAME

POSITION

1. Destination: Fredericksburg TX

2. Est. date and time leaving: 03/29/2016 08:00 AM

Est. date and time returning: 04/01/2016 05:00 PM

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

4. Purpose of Trip:

To attend the "TLEEAA Advisor Training Seminar"

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

This is a comprehensive seminar designed to provide program concepts and practical information pertaining to the operation and management of a successful Law Enforcement Explorer Program.

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 44.5 cents a mile for private vehicle (list other) \$ 000.00

b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] \$ 178.50

c. Lodging \$ 100.57 per night x (1) person Tax Included \$ 301.71

d. Registration Fees \$ 175.00 per person x (1) person MAIL IN \$ 175.00

e. Other costs (explain) \$ 000.00

TOTAL: 655.21

8. I HEREBY REQUEST AN ADVANCE OF \$ 480.21 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 \$ 18,860.65 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/ _____
Finance Director

City of Brownsville, Texas

Analysis of Meal & IE Per Diem Allowance

State and Local Law Enforcement Training Symposium

	in	Fredericksburg	TX	78624	
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	From:	3/29/2016	8:00 AM	to	4/1/2016	5:00 PM
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The Daily Meal & IE for :	Fredericksburg	TX	is	\$51.00	
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Date	Meal Per Diem Daily Rate	First Day & Last Day	at 75% of Daily Rate	Total Daily Allowance
Tuesday, March 29, 2016	Travel Date	\$51.00	0.75	\$ 38.25
Wednesday, March 30, 2016	\$51.00			\$ 51.00
Thursday, March 31, 2016	\$51.00			\$ 51.00
				\$ -
				\$ -
Friday, April 01, 2016	Return Date	\$51.00	0.75	\$ 38.25
Total Meal & IE Allowance				
	102.00	\$	76.50	178.50

Nightly Lodging from:	Tuesday, March 29, 2016	and check out is on	Friday, April 01, 2016
	Tuesday, March 29, 2016	(First Day) and	Friday, April 01, 2016 (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**

DATE: 03/07/2016

FROM: Orlando Rodriguez

Police

DEPARTMENT

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

Alejandro Alviar #4101

Officer

EMPLOYEE NAME

POSITION

1. Destination: Fredericksburg TX

2. Est. date and time leaving: 03/29/2016 08:00 AM

Est. date and time returning: 04/01/2016 05:00 PM

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

4. Purpose of Trip:

To attend the "TLEEAA Advisor Training Seminar"

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

This is a comprehensive seminar designed to provide program concepts and practical information pertaining to the operation and management of a successful Law Enforcement Explorer Program.

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 44.5 cents a mile for private vehicle (list other) \$ 152.68

b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] \$ 178.50

c. Lodging \$ 000.00 per night x (1) person \$ 000.00

d. Registration Fees \$ 175.00 per person x (1) person **MAIL IN** \$ 175.00

e. Other costs (explain) \$ 000.00

TOTAL: 506.18

8. I HEREBY REQUEST AN ADVANCE OF \$ 331.18 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 \$ 18,205.44 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/ _____
Finance Director

City of Brownsville, Texas

Analysis of Meal & IE Per Diem Allowance

State and Local Law Enforcement Training Symposium

	in	Fredericksburg	TX	78624	
--	----	-----------------------	----	--------------	--

	From:	3/29/2016	8:00 AM	to	4/1/2016	5:00 PM
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The Daily Meal & IE for :	Fredericksburg	TX	is	\$51.00	
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Date	Meal Per Diem Daily Rate	First Day & Last Day	at 75% of Daily Rate	Total Daily Allowance
Tuesday, March 29, 2016	Travel Date	\$51.00	0.75	\$ 38.25
Wednesday, March 30, 2016	\$51.00			\$ 51.00
Thursday, March 31, 2016	\$51.00			\$ 51.00
				\$ -
				\$ -
Friday, April 01, 2016	Return Date	\$51.00	0.75	\$ 38.25
Total Meal & IE Allowance	102.00	\$	76.50	178.50

Nightly Lodging from:	Tuesday, March 29, 2016	and check out is on	Friday, April 01, 2016
	Tuesday, March 29, 2016	(First Day) and	Friday, April 01, 2016 (Last Day) were traveling days

MODIFY ONLY THE ONES HIGHLIGHTED IN YELLOW

2016 Spring TLEEAA Advisor Seminar

2016 Spring TLEEAA Advisor Seminar

30 <i>Mar</i> 2016	01 <i>Apr</i> 2016	Spring 2016 TLEEAA Advisor Seminar From 0700 until 1700 At Fredericksburg Inn & Suites <i>201 South Washington, Fredericksburg, TX 78624</i>
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[NEW USER REGISTRATION LINK](#)

TLEEAA / FWPD Officer Rebecca Woodward, rwoodward@tleaaa.org

FOR THOSE WITH AN ACCOUNT ON OUR WEBSITE PLEASE CLICK [HERE](#) TO LOGIN AND REGISTER, then select 2016 Spring drop down menu.

Registration Packet

 No Comments



Submit

AGENDA REQUEST FORM

Item Number: **3c.**

COMMISSION MEETING DATE: 3/15/16

DEPT: Police Department

CONTACT Orlando Rodriguez, Chief of Police

AGENDA

Select One:

Executive Session (City Attorney Only)	Workshop	Presentation	Agenda	Ordinance
Time needed: _____ Action Item: _____	Time Needed: _____	Time Needed: _____	<input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input checked="" type="checkbox"/> Consent	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading

Brief Description of Agenda Item:

Consideration and Action to authorize Detectives, Veronica G. Garza # , Eric J. Garza # 5384 and Melissa Gonzalez # 5885 to attend the " Death, Injury & Sexual Violence Scene for First Responders Seminar " in Beaumont, Texas on March 29 - April 1, 2016.

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: 03/07/2016

FROM: Orlando Rodriguez

Police

DEPARTMENT

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

Veronica G. Garcia #5886

Detective

EMPLOYEE NAME

POSITION

1. Destination: Beaumont, TX

2. Est. date and time leaving: 03/29/2016 08:00 AM

Est. date and time returning: 04/01/2016 05:00 PM

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

4. Purpose of Trip:

To attend the "Death, Injury & Sexual Violence Scene for First Responders" Seminar.

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

This 2.5 day class is designed for the Patrol Officer or New Investigator with limited experience responding to crimes of physical and sexual violence. The attendee will gain a comprehensive view of sex crimes, death scenes, common injuries of violence, suicide, and crime scene considerations dealing with the 4th Amendment. Additionally, the subject of "The 10 Most Common Investigative Pitfalls" officers make during investigations will be the initial starting point in this presentation

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	<input type="text"/> miles x 44.5 cents a mile for private vehicle (list other)	<input type="text"/>	\$ 000.00
b. Meals:	PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL]		\$ 178.50
c. Lodging	\$ 102.35 per night x (1) person Tax Included		\$ 307.05
d. Registration Fees	\$ 295.00 per person x (1) person	MAIL IN	\$ 295.00
e. Other costs (explain)	<input type="text"/>		\$ 000.00
TOTAL:			780.55

8. I HEREBY REQUEST AN ADVANCE OF \$ 485.55 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature:

* Employee Signatures:

9. Charges to be made to line item # 01 - 9111-848-117 FB01 Res. 61 which has a balance of \$ 11,956.78 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/ _____
Finance Director

City of Brownsville, Texas

Analysis of Meal & IE Per Diem Allowance

State and Local Law Enforcement Training Symposium

	in	Beaumont	TX	77705	
--	----	-----------------	----	--------------	--

	From:	3/29/2016	8:00 AM	to	4/1/2016	5:00 PM
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The Daily Meal & IE for :	Beaumont	TX	is	\$51.00	
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Date	Meal Per Diem Daily Rate	First Day & Last Day	at 75% of Daily Rate	Total Daily Allowance
Tuesday, March 29, 2016	Travel Date	\$51.00	0.75	\$ 38.25
Wednesday, March 30, 2016	\$51.00			\$ 51.00
Thursday, March 31, 2016	\$51.00			\$ 51.00
				\$ -
				\$ -
Friday, April 01, 2016	Return Date	\$51.00	0.75	\$ 38.25
Total Meal & IE Allowance				
	102.00	\$	76.50	178.50

Nightly Lodging from:	Tuesday, March 29, 2016	and check out is on	Friday, April 01, 2016
	Tuesday, March 29, 2016	(First Day) and	Friday, April 01, 2016 (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**

DATE: 03/07/2016

FROM: Orlando Rodriguez

Police

DEPARTMENT

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

Eric J. Garza #5384

EMPLOYEE NAME

Detective

POSITION

1. Destination: Beaumont, TX

2. Est. date and time leaving: 03/29/2016 08:00 AM

Est. date and time returning: 04/01/2016 05:00 PM

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

4. Purpose of Trip:

To attend the "Death, Injury & Sexual Violence Scene for First Responders" Seminar.

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

This 2.5 day class is designed for the Patrol Officer or New Investigator with limited experience responding to crimes of physical and sexual violence. The attendee will gain a comprehensive view of sex crimes, death scenes, common injuries of violence, suicide, and crime scene considerations dealing with the 4th Amendment. Additionally, the subject of "The 10 Most Common Investigative Pitfalls" officers make during investigations will be the initial starting point in this presentation

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	<input type="text"/> miles x 44.5 cents a mile for private vehicle (list other)	<input type="text"/>	\$ 193.16
b. Meals:	PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL]		\$ 178.50
c. Lodging	\$ 102.35 per night x (1) person Tax Included		\$ 307.05
d. Registration Fees	\$ 295.00 per person x (1) person	MAIL IN	\$ 295.00
e. Other costs (explain)	<input type="text"/>		\$ 000.00
TOTAL:			973.71

8. I HEREBY REQUEST AN ADVANCE OF \$ 678.71 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature:

* Employee Signatures:

9. Charges to be made to line item # 01 - 9111-848-117 FB01 Res. 61 which has a balance of \$ 11,176.23 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/ _____
Finance Director

City of Brownsville, Texas

Analysis of Meal & IE Per Diem Allowance

State and Local Law Enforcement Training Symposium

	in	Beaumont	TX	77705	
--	----	-----------------	----	--------------	--

	From:	3/29/2016	8:00 AM	to	4/1/2016	5:00 PM
--	-------	-----------	---------	----	----------	---------

The Daily Meal & IE for :	Beaumont	TX	is	\$51.00	
---------------------------	-----------------	----	----	----------------	--

Date	Meal Per Diem Daily Rate	First Day & Last Day	at 75% of Daily Rate	Total Daily Allowance
Tuesday, March 29, 2016	Travel Date	\$51.00	0.75	\$ 38.25
Wednesday, March 30, 2016	\$51.00			\$ 51.00
Thursday, March 31, 2016	\$51.00			\$ 51.00
				\$ -
				\$ -
Friday, April 01, 2016	Return Date	\$51.00	0.75	\$ 38.25
Total Meal & IE Allowance				
	102.00	\$	76.50	178.50

Nightly Lodging from:	Tuesday, March 29, 2016	and check out is on	Friday, April 01, 2016
	Tuesday, March 29, 2016	(First Day) and	Friday, April 01, 2016 (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**

DATE: 03/07/2016

FROM: Orlando Rodriguez

Police

DEPARTMENT

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

Melissa Gonzalez #5885

EMPLOYEE NAME

Detective

POSITION

1. Destination: Beaumont, TX

2. Est. date and time leaving: 03/29/2016 08:00 AM

Est. date and time returning: 04/01/2016 05:00 PM

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

4. Purpose of Trip:

To attend the "Death, Injury & Sexual Violence Scene for First Responders" Seminar.

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

This 2.5 day class is designed for the Patrol Officer or New Investigator with limited experience responding to crimes of physical and sexual violence. The attendee will gain a comprehensive view of sex crimes, death scenes, common injuries of violence, suicide, and crime scene considerations dealing with the 4th Amendment. Additionally, the subject of "The 10 Most Common Investigative Pitfalls" officers make during investigations will be the initial starting point in this presentation

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 44.5 cents a mile for private vehicle (list other) _____ \$ 000.00

b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] \$ 178.50

c. Lodging \$ 000.00 per night x (1) person \$ 000.00

d. Registration Fees \$ 295.00 per person x (1) person \$ 295.00

e. Other costs (explain) _____ \$ 000.00

MAIL IN TOTAL: 473.50

8. I HEREBY REQUEST AN ADVANCE OF \$ 178.50 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature:

* Employee Signatures:

9. Charges to be made to line item # 01 - 9111-848-117 FB01 Res. 61 which has a balance of \$ 10,202.52 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/ _____
Finance Director

City of Brownsville, Texas

Analysis of Meal & IE Per Diem Allowance

State and Local Law Enforcement Training Symposium

	in	Beaumont	TX	77705	
--	----	-----------------	----	--------------	--

	From:	3/29/2016	8:00 AM	to	4/1/2016	5:00 PM
--	-------	-----------	---------	----	----------	---------

The Daily Meal & IE for :	Beaumont	TX	is	\$51.00	
---------------------------	-----------------	----	----	----------------	--

Date	Meal Per Diem Daily Rate	First Day & Last Day	at 75% of Daily Rate	Total Daily Allowance
Tuesday, March 29, 2016	Travel Date	\$51.00	0.75	\$ 38.25
Wednesday, March 30, 2016	\$51.00			\$ 51.00
Thursday, March 31, 2016	\$51.00			\$ 51.00
				\$ -
				\$ -
Friday, April 01, 2016	Return Date	\$51.00	0.75	\$ 38.25
Total Meal & IE Allowance				
	102.00	\$	76.50	178.50

Nightly Lodging from:	Tuesday, March 29, 2016	and check out is on	Friday, April 01, 2016
	Tuesday, March 29, 2016	(First Day) and	Friday, April 01, 2016 (Last Day) were traveling days

MODIFY ONLY THE ONES HIGHLIGHTED IN YELLOW



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Seminar Title:
Death, Injury & Sexual Violence Scene for the First Responder

DATES: 3/30/2016 through 4/1/2016

INSTRUCTOR(S): Tom Tittle

LOCATION: Lamar Institute of Technology Campus - 802 E Lavaca, Beaumont, TX 77705

HOTEL: Hampton Inn - Beaumont, TX 1-409-840-9922
 \$89.00 single/double
 Identify with PATC to receive discounted room rate

COURSE REGISTRATION FEE: \$295.00 Includes all training materials, and a Certificate of Completion.

Instructor Bio

THOMAS G. TITTLE is a retired Captain with the Marion County, Florida, Sheriff's Office. Captain Tittle became a member of the Marion County Sheriff's Office in 1977 and was assigned to the Civil Division. Since then he has held assignments within the following areas: Patrol Division, Street Crimes, Property Crimes, Major Crimes, Training Director, Community Relations, D.A.R.E. Officer, Drug Unit and Communications. Prior to the Juvenile Division, Captain Tittle was in charge of a District Station where he supervised uniformed patrol officers and a district detective. Additionally, he was on the S.W.A.T. for 13 years with his last assignment as a Team Leader. During Captain Tittle's tenure in investigations, he has investigated numerous major crimes, drug cases and property crimes, including, but not limited to: sexual assaults (children and adults), child abuse, robberies, suicides, death investigations, crimes against persons, and vice cases. Captain Tittle holds an Associate of Arts degree from Central Florida Community College in Ocala, Florida. He also holds a Bachelor of Arts degree from the University of West Florida in Pensacola, Florida. Additionally, he is a graduate of the Southern Police Institute in Louisville, Kentucky. He has attended numerous courses in Death Investigations, Sex Crimes, DEA School, Sniper school, SWAT courses and Domestic Relations. Captain Tittle is an adjunct instructor at the Central Florida Community's Criminal Justice Institute where he has instructed firearms, driving, domestic violence, crisis intervention and interviews & interrogations techniques and crimes against the elderly. Captain Tittle has had articles published in; The Florida Police Chief, American Police Beat and Inside School Safety and has self-published six law enforcement training manuals.



Pre-Payment is NOT required to register or attend this seminar

[CLICK HERE TO REGISTER FOR THIS SEMINAR](#)

Course Objectives



This 2.5 day class is designed for the Patrol Officer or New Investigator with limited experience responding to crimes of physical and sexual violence.

As a result of this training, the attendee will gain a comprehensive view of sex crimes, death scenes, common injuries of violence, suicide, and crime scene considerations dealing with the 4th Amendment. Additionally, the



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Submit

AGENDA REQUEST FORM

Item Number: **3c.**

COMMISSION MEETING DATE: 3/15/16

DEPT: Police Department

CONTACT Orlando Rodriguez, Chief of Police

AGENDA

Select One:

Executive Session (City Attorney Only)	Workshop	Presentation	Agenda	Ordinance
Time needed: _____ Action Item: _____	Time Needed: _____	Time Needed: _____	<input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input checked="" type="checkbox"/> Consent	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading

Brief Description of Agenda Item:

Consideration and Action to authorize Emergency Communications Supervisor Juanita Castro # 5515 and Emergency Communications Operator Lilia Banuelos # 6892 to attend the " 2016 TX APCO NENA Joint Conference " in Galveston, Texas on April 3-6, 2016.

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: 03/07/2016

FROM: Orlando Rodriguez

Police

DEPARTMENT

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

Juanita Castro #5515

Communication Supervisor

EMPLOYEE NAME

POSITION

1. Destination: Galveston, TX

2. Est. date and time leaving: 04/03/2016 08:00 AM

Est. date and time returning: 04/06/2016 05:00 PM

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

4. Purpose of Trip:

To attend the "2016 TX APCO - NENA Joint 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 expose excellent opportunity to network with other Supervisors and Telecommunicators from throughout the state.

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

Paid by 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 44.5 cents a mile for private vehicle (list other) \$ 000.00

b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] \$ 000.00

c. Lodging \$ 000.00 per night x (1) person \$ 000.00

d. Registration Fees \$ 000.00 per person x (1) person \$ 000.00

e. Other costs (explain) \$ 000.00

TOTAL: 000.00

8. I HEREBY REQUEST AN ADVANCE OF \$ 000.00 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/ _____

Finance Director



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: 03/07/2016

FROM: Orlando Rodriguez

Police

DEPARTMENT

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

Liliana Banuelos #6892

Communication Operator

EMPLOYEE NAME

POSITION

1. Destination: Galveston, TX

2. Est. date and time leaving: 04/03/2016 08:00 AM

Est. date and time returning: 04/06/2016 05:00 PM

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

4. Purpose of Trip:

To attend the "2016 TX APCO - NENA Joint 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 expose excellent opportunity to network with other Supervisors and Telecommunicators from throughout the state.

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

Paid by 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 44.5 cents a mile for private vehicle (list other) _____ \$ 000.00

b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] \$ 000.00

c. Lodging \$ 000.00 per night x (1) person \$ 000.00

d. Registration Fees \$ 000.00 per person x (1) person \$ 000.00

e. Other costs (explain) _____ \$ 000.00

TOTAL: 000.00

8. I HEREBY REQUEST AN ADVANCE OF \$ 000.00 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/ _____
Finance Director



[Award Nominations](#) [Conference Board](#) [Fundraisers](#) [Conference Schedule](#) [Hotel Reservations](#) [Industry Partner Hall](#) [Monday Night IP Event](#) [Opening Session](#) [Pre-Conference Course](#) [Scholarships](#) [Sponsors](#) [Tuesday Night Event](#) [Tweets](#) [Wednesday Awards Luncheon](#) [Call for papers](#)

The 2016 TX APCO - NENA Joint Conference will be held April 3-6, 2016 at the Galveston Island Convention Center.



Online Registration for the 2016 TX APCO - NENA Joint Conference is now open.

[Register Online Now](#)



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Texas NENA fosters the development, availability and implementation of the universal emergency telephone number, 9-1-1, common to all



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Volunteer Opportunities - click here

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Submit

AGENDA REQUEST FORM

Item Number: **3c.**

COMMISSION MEETING DATE: 3/15/16

DEPT: Police Department

CONTACT Orlando Rodriguez, Chief of Police

AGENDA

Select One:

Executive Session (City Attorney Only)	Workshop	Presentation	Agenda	Ordinance
Time needed: _____ Action Item: _____	Time Needed: _____	Time Needed: _____	<input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input checked="" type="checkbox"/> Consent	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading

Brief Description of Agenda Item:

Consideration and Action to authorize Investigators Reynaldo Ybarra # 3557, Juan A. Gaytan # 6630, Joe D. Flores # 5518 and Jaime A. Garcia # 4790 to attend the "2016 Conference on Crimes Against Women" in Dallas, Texas on April 3-7, 2016.

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: 03/03/2016

FROM: Orlando Rodriguez

Police

DEPARTMENT

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

Reynaldo Ybarra, Jr. #3557

Agent

EMPLOYEE NAME

POSITION

1. Destination: Dallas, TX

2. Est. date and time leaving: 04/03/2016 08:00 AM

Est. date and time returning: 04/07/2016 05:00 PM

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

4. Purpose of Trip:

So as to attend the "2016 Conference on Crimes Against Women"

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

This conference provides best practices and training from the nation's leading experts. It also provides learning the latest techniques and cutting-edge strategies applicable to their fields.

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 44.5 cents a mile for private vehicle (list other) \$ 000.00

b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] \$ 243.00

c. Lodging \$ 000.00 per night x (1) person \$ 000.00

d. Registration Fees \$ 350.00 per person x (1) person **MAIL IN** \$ 350.00

e. Other costs (explain) \$ 000.00

TOTAL: 593.00

8. I HEREBY REQUEST AN ADVANCE OF \$ 243.00 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 \$ 15,543.26 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/ _____

Finance Director

City of Brownsville, Texas

Analysis of Meal & IE Per Diem Allowance

State and Local Law Enforcement Training Symposium

	in	Dallas	TX	75201	
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	From:	4/3/2016	8:00 AM	to	4/7/2016	5:00 PM
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The Daily Meal & IE for :	Dallas	TX	is	\$64.00	
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Date	Meal Per Diem Daily Rate	First Day & Last Day	at 75% of Daily Rate	Total Daily Allowance
Sunday, April 03, 2016	Travel Date	\$64.00	0.75	\$ 48.00
Monday, April 04, 2016	\$49.00			\$ 49.00
Tuesday, April 05, 2016	\$49.00			\$ 49.00
Wednesday, April 06, 2016	\$49.00			\$ 49.00
				\$ -
Thursday, April 07, 2016	Return Date	\$64.00	0.75	\$ 48.00
Total Meal & IE Allowance	147.00	\$	96.00	243.00

Nightly Lodging from:	Sunday, April 03, 2016	and check out is on	Thursday, April 07, 2016
	Sunday, April 03, 2016	(First Day) and	Thursday, April 07, 2016 (Last Day) were traveling days

MODIFY ONLY THE ONES HIGHLIGHTED IN YELLOW

Free Continental breakfast only during Conference



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: 03/03/2016

FROM: Orlando Rodriguez

Police

DEPARTMENT

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

Juan A. Gaytan, Jr. #6630

Agent

EMPLOYEE NAME

POSITION

1. Destination: Dallas, TX

2. Est. date and time leaving: 04/03/2016 08:00 AM

Est. date and time returning: 04/07/2016 05:00 PM

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

4. Purpose of Trip:

So as to attend the "2016 Conference on Crimes Against Women"

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

This conference provides best practices and training from the nation's leading experts. It also provides learning the latest techniques and cutting-edge strategies applicable to their fields.

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 44.5 cents a mile for private vehicle (list other) \$ 240.24

b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] \$ 243.00

c. Lodging \$ 129.00 per night x (1) person \$ 593.38

d. Registration Fees \$ 350.00 per person x (1) person **MAIL IN** \$ 350.00

e. Other costs (explain) \$ 000.00

TOTAL: 1426.62

8. I HEREBY REQUEST AN ADVANCE OF \$ 1076.62 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 \$ 17,699.26 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/ _____
Finance Director

City of Brownsville, Texas

Analysis of Meal & IE Per Diem Allowance

State and Local Law Enforcement Training Symposium

	in	Dallas	TX	75201	
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	From:	4/3/2016	8:00 AM	to	4/7/2016	5:00 PM
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The Daily Meal & IE for :	Dallas	TX	is	\$64.00	
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Date	Meal Per Diem Daily Rate	First Day & Last Day	at 75% of Daily Rate	Total Daily Allowance
Sunday, April 03, 2016	Travel Date	\$64.00	0.75	\$ 48.00
Monday, April 04, 2016	\$49.00			\$ 49.00
Tuesday, April 05, 2016	\$49.00			\$ 49.00
Wednesday, April 06, 2016	\$49.00			\$ 49.00
				\$ -
Thursday, April 07, 2016	Return Date	\$64.00	0.75	\$ 48.00
Total Meal & IE Allowance	147.00	\$	96.00	243.00

Nightly Lodging from:	Sunday, April 03, 2016	and check out is on	Thursday, April 07, 2016
	Sunday, April 03, 2016	(First Day) and	Thursday, April 07, 2016 (Last Day) were traveling days

MODIFY ONLY THE ONES HIGHLIGHTED IN YELLOW

Free Continental breakfast only during Conference



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: 03/03/2016

FROM: Orlando Rodriguez

Police

DEPARTMENT

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

Joe D. Flores #5518

EMPLOYEE NAME

Agent

POSITION

1. Destination: Dallas, TX

2. Est. date and time leaving: 04/03/2016 08:00 AM

Est. date and time returning: 04/07/2016 05:00 PM

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

4. Purpose of Trip:

So as to attend the "2016 Conference on Crimes Against Women"

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

This conference provides best practices and training from the nation's leading experts. It also provides learning the latest techniques and cutting-edge strategies applicable to their fields.

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 44.5 cents a mile for private vehicle (list other) \$ 000.00

b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] \$ 243.00

c. Lodging \$ 129.00 per night x (1) person \$ 593.38

d. Registration Fees \$ 350.00 per person x (1) person **MAIL IN** \$ 350.00

e. Other costs (explain) \$ 000.00

TOTAL: 1186.38

8. I HEREBY REQUEST AN ADVANCE OF \$ 836.38 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 \$ 16,622.64 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/ _____
Finance Director

City of Brownsville, Texas

Analysis of Meal & IE Per Diem Allowance

State and Local Law Enforcement Training Symposium

	in	Dallas	TX	75201	
--	----	--------	----	-------	--

	From:	4/3/2016	8:00 AM	to	4/7/2016	5:00 PM
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The Daily Meal & IE for :	Dallas	TX	is	\$64.00	
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Date	Meal Per Diem Daily Rate	First Day & Last Day	at 75% of Daily Rate	Total Daily Allowance
Sunday, April 03, 2016	Travel Date	\$64.00	0.75	\$ 48.00
Monday, April 04, 2016	\$49.00			\$ 49.00
Tuesday, April 05, 2016	\$49.00			\$ 49.00
Wednesday, April 06, 2016	\$49.00			\$ 49.00
				\$ -
Thursday, April 07, 2016	Return Date	\$64.00	0.75	\$ 48.00
Total Meal & IE Allowance	147.00	\$	96.00	243.00

Nightly Lodging from:	Sunday, April 03, 2016	and check out is on	Thursday, April 07, 2016
	Sunday, April 03, 2016	(First Day) and	Thursday, April 07, 2016 (Last Day) were traveling days

MODIFY ONLY THE ONES HIGHLIGHTED IN YELLOW

Free Continental breakfast only during Conference

City of Brownsville, Texas

Analysis of Meal & IE Per Diem Allowance

State and Local Law Enforcement Training Symposium

	in	Dallas	TX	75201	
--	----	--------	----	-------	--

	From:	4/3/2016	8:00 AM	to	4/7/2016	5:00 PM
--	-------	----------	---------	----	----------	---------

The Daily Meal & IE for :	Dallas	TX	is	\$64.00	
---------------------------	--------	----	----	---------	--

Date	Meal Per Diem Daily Rate	First Day & Last Day	at 75% of Daily Rate	Total Daily Allowance
Sunday, April 03, 2016	Travel Date	\$64.00	0.75	\$ 48.00
Monday, April 04, 2016	\$49.00			\$ 49.00
Tuesday, April 05, 2016	\$49.00			\$ 49.00
Wednesday, April 06, 2016	\$49.00			\$ 49.00
				\$ -
Thursday, April 07, 2016	Return Date	\$64.00	0.75	\$ 48.00
Total Meal & IE Allowance	147.00	\$	96.00	243.00

Nightly Lodging from:	Sunday, April 03, 2016	and check out is on	Thursday, April 07, 2016
	Sunday, April 03, 2016	(First Day) and	Thursday, April 07, 2016 (Last Day) were traveling days

MODIFY ONLY THE ONES HIGHLIGHTED IN YELLOW

Free Continental breakfast only during Conference

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CONFERENCE ON CRIMES AGAINST WOMEN



April 4 - 6, 2016

A hands-on, real-world, in-depth conference with leading experts in crimes against women.



WHO WE ARE

CCAW is a 2-1/2 day national training conference delivering best practices regarding the identification, investigation, and prosecution of all violent crimes against women.



CONFERENCE SCHEDULE

CCAW offers 126 workshops, case studies, and hands on computer labs. Take a look at our schedule for 2016!



SPEAKERS

Best practice, cutting-edge training taught by local and national leading experts in the fields of domestic violence, human trafficking, stalking, strangulation, sexual assault, campus safety, and more.





Submit

AGENDA REQUEST FORM

Item Number: **3c.**

COMMISSION MEETING DATE: 3/15/16

DEPT: Police Department

CONTACT Orlando Rodriguez, Chief of Police

AGENDA

Select One:

Executive Session (City Attorney Only) Time needed: _____ Action Item: _____	Workshop Time Needed: _____	Presentation Time Needed: _____	Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input checked="" type="checkbox"/> Consent	Ordinance <input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading
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Brief Descriptionn of Agenda Item:

Consideration and Action to authorize Agent Joe Villarreal III # 4395 to attend the " 2016 TTPOA SWAT Conference " in San Marcos, Texas on April 4-10, 2016.

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: 03/07/2016

FROM: Orlando Rodriguez

Police

DEPARTMENT

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

Joe Villarreal, III #4395

Agent

EMPLOYEE NAME

POSITION

1. Destination: San Marcos, TX

2. Est. date and time leaving: 04/04/2016 08:00 AM

Est. date and time returning: 04/10/2016 05:00 PM

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

4. Purpose of Trip:

To attend the "2016 TTPOA SWAT Conference"

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

As a Regional Director it is required.

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 44.5 cents a mile for private vehicle (list other) \$ 000.00

b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] \$ 000.00

c. Lodging \$ 000.00 per night x (1) person \$ 000.00

d. Registration Fees \$ 000.00 per person x (1) person \$ 000.00

e. Other costs (explain) \$ 000.00

Paid by TTPOA

TOTAL:

000.00

8. I HEREBY REQUEST AN ADVANCE OF \$ 000.00 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 \$ 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/ _____

Finance Director

[About TTPOA](#)[Training](#)[Command](#)[Conference](#)[TTPOA Store](#)[My TTPOA](#)[Contact](#)

For Members

[Conference Details](#)[Packages & Courses](#)[Attendee Registration](#)[Host Hotel](#)[Who's Attending?](#)[Conference Schedule](#)

For Vendors

[Host Hotel](#)[Vendor Agenda](#)[Trade Show](#)[Sponsorship Packages](#)[Who's Attending?](#)[Vendor Show Quick Facts](#)[Conference Schedule](#)

TTPOA SWAT Conference

The 2016 TTPOA SWAT Conference will be held in the San Marcos, at the Embassy Suites by Hilton, San Marcos Hotel Conference Center & Spa, April 6th through the 10th. With April 6th being a special Conference Sponsor - Vendor range day at the A.L.E.R.R.T. range. Attendee registration is NOW OPEN! View this year's [course offerings](#) and [REGISTER TODAY](#) to secure your spot!

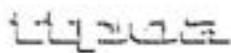
Be sure to visit the [Conference Schedule](#) page to view this year's schedule/days of events.

Since you're down here.....

[TTPOA Home](#)[Privacy Policy](#)[Follow us on Facebook](#)[Follow us on Twitter](#)

About the TTPOA

The TTPOA (Texas Tactical Police Officers Association) is a 501(c)(3) non-profit organization, dedicated to the pursuit of excellence for SWAT units, fostering the exchange of information between agencies and members, creation of standards of training and to create & provide affordable training resources for tactical officers and teams.


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For Vendors

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[Sponsorship Packages](#)
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[Vendor Show Launch Facts](#)
[Exhibitor Schedule](#)

Conference Schedule (Agenda)

schedule subject to change, please periodically check this page for any changes.

Wednesday, April 6th

April 6th is a special Conference Sponsor - Vendor range day at ALERRT Range, 1285 William Pettus Road, TX 78656. Attendance is optional and NO TCOLE credit will be given for attending.

Thursday, April 7th

0800 - 1600

Student Registration

Trade Show

Hospitality and Door Prizes

Friday, April 8th

0700 - 0800 - Late Registration

0800 - 1600 - Trade Show and Door Prizes

0900 - 1300 - General Assembly, TCOLE credit awarded. (Attendance is Mandatory!)

1300 -1400 - Complimentary Lunch Buffet inside Trade Show area

1300 - 1600 - Trade Show and Door Prizes

1900 - 2100 - TTPQA Banquet

Saturday, April 9th

0800 - 1700 - Conference, Operator and instructor Tracks Begin. Conclusion of each track varies with curriculum.

TCOLE credit.

Sunday, April 10th

0800 - 1700

Conference Tracks Conclude

Operator and Instructor Tracks Continue (depending on course selection/course curriculum)

TCOLE credit

Monday, April 11th

0800 - 1700 - Operator and Instructor Tracks Continue (depending on course selection/course curriculum)

TCOLE credit.

Tuesday, April 12th

0800 - 1700 - Operator and Instructor Tracks Continue (depending on course selection/course curriculum)

TCOLE credit.

Wednesday, April 13th

0800 - 1700 - Operator and Instructor Tracks Conclude (depending on course selection/course curriculum)

TCOLE credit.

All students attending the TTPQA Conference must register at the TTPQA registration table on Thursday, April 11th between 12:00 and 2:00 PM. Registration begins at 12:00 PM. Registration ends at 2:00 PM. Registration is required for all attendees.

All students must also obtain the following information before the start of the conference. Please visit:

Since you're down here....

About the TTPQA

The TTPQA is a non-profit organization that provides a variety of services to the transportation industry. We are currently seeking members and sponsors. For more information, please visit our website at www.ttpqa.org. We are also accepting applications for our 2016-2017 Board of Directors. For more information, please visit our website at www.ttpqa.org.

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Submit

AGENDA REQUEST FORM

Item Number: **3d.**

COMMISSION MEETING DATE: 3/15/16

DEPT: Emergency Management

CONTACT Odee Ann Leal

AGENDA

Select One:

Executive Session (City Attorney Only) Time needed: _____ Action Item: <input checked="" type="checkbox"/>	Workshop Time Needed: _____	Presentation Time Needed: _____	Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input type="checkbox"/> Consent	Ordinance <input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading
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Brief Description of Agenda Item:

To acknowledge Odee Ann Leal, Emergency Management Director, Bianca Villanueva, Emergency Management Planner, Alfredo Santillana, Automation Technologist, James McCoy, Public Information Services Assistant Director, and Luis Herrera, System Analyst, to attend the Texas Emergency Management Conference which will be held in San Antonio, Texas, on April 04-08, 2016.

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: _____

Select Language ▼

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Emergency Management

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2016 Texas Emergency Management Conference

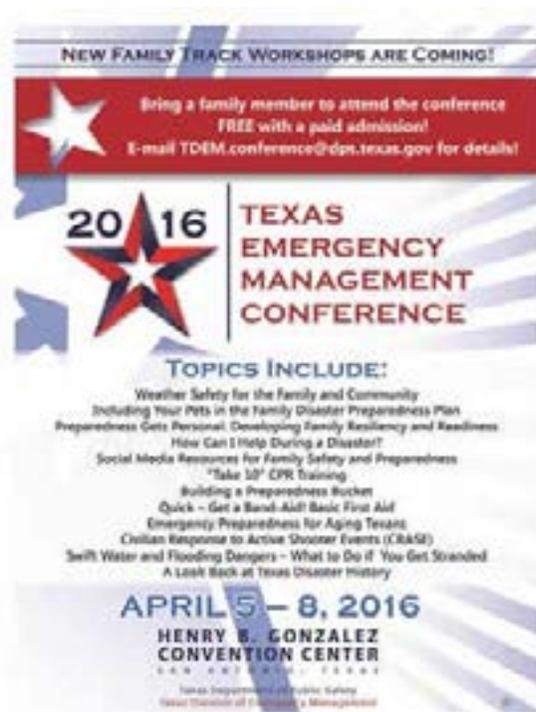
Save the date for the 2016 Texas Emergency Management Conference.

[Registration Now Open!](#)

[Draft 2016 Workshop Schedule now available!](#)

- Date:** Tuesday, April 5 – Friday, April 8, 2016
*Registration opens Monday, April 4, 2016
- Location:** Henry B. Gonzalez Convention Center
San Antonio, Texas
- Workshops:** [Draft 2016 Workshop Schedule](#)
- Hotels:** [2016 TEMC Hotel List](#)
- Volunteer:** Coming soon!
- Online Registration:** [Register here!](#)

New Family Track Workshops are Coming!



In 2016, the conference will add a new track focusing on the importance of family preparedness by offering family-oriented workshops. Whether you are a private citizen or a member of the emergency management field, preparing yourself and your family for a disaster is a priority. If you have ideas for family workshops, please contact Workshop Coordinator [Susan Vessell](#).

[Draft 2016 TEMC Agenda](#)

Day	Time	Event
Monday April 4, 2016	12 – 5 pm	Registration
Tuesday April 5, 2016	8 am – 5 pm	Registration
	8:30 - 10 am	Regional Meetings
	10:30 am – 12:30 pm	Opening Session
	12:30 – 2 pm	Lunch
	2 – 3 pm	Workshops
	3:30 – 4:30 pm	Workshops
Wednesday April 6, 2016	8 am – 5 pm	Registration
	8:30 - 10 am	Regional Meetings
	10:30 – 11:30 am	Workshops
	11:30 am – 1 pm	Lunch
	1 – 2 pm	Workshops
	2:20 – 3:30 pm	Workshops
	4 – 5 pm	Workshops
Thursday April 7, 2016	8 am – 3 pm	Registration
	8:30 – 10 am	Regional Meetings
	10:30 - 11:30 am	Workshops
	11:30 am – 1 pm	Lunch
	1 – 2 pm	Workshops
	2:20 – 3:30 pm	Workshops
	4 – 5 pm	Workshops
Friday April 8, 2016	9 – 10 am	Workshops Adjorn

****Schedule subject to change***

Thank you for your interest in presenting at the 2016 Texas Emergency Management Conference. We look forward to seeing you in San Antonio!



Please [email us](#) with any questions about the conference.



Note: links to [PDF] files require [Adobe Reader](#) or another PDF viewer.



Submit

AGENDA REQUEST FORM

Item Number: **3e.**

COMMISSION MEETING DATE: 3/15/16

DEPT: Police Department

CONTACT Orlando Rodriguez, Chief of Police

AGENDA

Select One:

Executive Session (City Attorney Only)	Workshop	Presentation	Agenda	Ordinance
Time needed: _____ Action Item: _____	Time Needed: _____	Time Needed: _____	<input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input checked="" type="checkbox"/> Consent	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading

Brief Description of Agenda Item:

Consideration and Action to authorize Tactical Team Members Sergeants Felix Saucedo #3534, Reynaldo Ordoñez #4483, Eric I. Castillo # 5317 and Officers Arturo Flores # 5315, Carlos A. Castillo # 5694, Adrian Zarate # 5822, and Salvador Rosas # 7077 to attend the 2016 TTPOA SWAT Conference in San Marcos, Texas April 6-10, 2016.

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: 03/03/2016

FROM: Orlando Rodriguez

Police

DEPARTMENT

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

Felix Saucedo, Jr. #3534

Sergeant

EMPLOYEE NAME

POSITION

1. Destination: San Marcos, TX

2. Est. date and time leaving: 04/06/2016 08:00 AM

Est. date and time returning: 04/10/2016 05:00 PM

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

4. Purpose of Trip:

So as to attend the "2016 TTPOA SWAT Conference"

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

There are new courses pertinent to tactical supervision and on scene command that would be highly beneficial to the tactical supervisors. As for the the operators, courses of instruction include the latest, most effective tactics in the industry.

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	<input type="text"/> miles x 44.5 cents a mile for private vehicle (list other)	<input type="text"/>	\$ 000.00
b. Meals:	PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL]		\$ 280.50
c. Lodging	\$ 109.00 per night x (1) person		\$ 376.05
d. Registration Fees	\$ 150.00 per person x (1) person	MAIL IN	\$ 150.00
e. Other costs (explain)	<input type="text"/>		\$ 000.00
TOTAL:			806.55

8. I HEREBY REQUEST AN ADVANCE OF \$ 656.55 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature:

* Employee Signatures:

9. Charges to be made to line item # 01-9111-848 - 117-FB01;Restricted 61 which has a balance of \$ 8,791.97 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/ _____
Finance Director

City of Brownsville, Texas

Analysis of Meal & IE Per Diem Allowance

State and Local Law Enforcement Training Symposium

	in	San Marcos	TX	78666	
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	From:	4/6/2016	8:00 AM	to	4/11/2016	5:00 PM
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The Daily Meal & IE for :	San Marcos	TX	is	\$51.00	
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Date	Meal Per Diem Daily Rate	First Day & Last Day	at 75% of Daily Rate	Total Daily Allowance
Wednesday, April 06, 2016	Travel Date	\$51.00	0.75	\$ 38.25
Thursday, April 07, 2016	\$51.00			\$ 51.00
Friday, April 08, 2016	\$51.00			\$ 51.00
Saturday, April 09, 2016	\$51.00			\$ 51.00
Sunday, April 10, 2016	\$51.00			\$ 51.00
Monday, April 11, 2016	Return Date	\$51.00	0.75	\$ 38.25
Total Meal & IE Allowance				
	204.00	\$	76.50	280.50

Nightly Lodging from:	Wednesday, April 06, 2016	and check out is on	Monday, April 11, 2016
	Wednesday, April 06, 2016	(First Day) and	Monday, April 11, 2016 (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**

DATE: 03/03/2016

FROM: Orlando Rodriguez

Police

DEPARTMENT

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

Eric I. Castillo #5317

EMPLOYEE NAME

Sergeant

POSITION

1. Destination: San Marcos, TX

2. Est. date and time leaving: 04/06/2016 08:00 AM

Est. date and time returning: 04/10/2016 05:00 PM

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

4. Purpose of Trip:

So as to attend the "2016 TTPOA SWAT Conference"

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

There are new courses pertinent to tactical supervision and on scene command that would be highly beneficial to the tactical supervisors. As for the the operators, courses of instruction include the latest, most effective tactics in the industry.

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 44.5 cents a mile for private vehicle (list other) _____ \$ 000.00

b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] \$ 280.50

c. Lodging \$ 109.00 per night x (1) person \$ 376.05

d. Registration Fees \$ 150.00 per person x (1) person **MAIL IN** \$ 150.00

e. Other costs (explain) _____ \$ 000.00

TOTAL: 806.55

8. I HEREBY REQUEST AN ADVANCE OF \$ 656.55 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature:

* Employee Signatures:

9. Charges to be made to line item # 01-9111-848 - 117-FB01;Restricted 61 which has a balance of \$ 7,740.92 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/ _____
Finance Director

City of Brownsville, Texas

Analysis of Meal & IE Per Diem Allowance

State and Local Law Enforcement Training Symposium

	in	San Marcos	TX	78666	
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	From:	4/6/2016	8:00 AM	to	4/11/2016	5:00 PM
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The Daily Meal & IE for :	San Marcos	TX	is	\$51.00	
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Date	Meal Per Diem Daily Rate	First Day & Last Day	at 75% of Daily Rate	Total Daily Allowance
Wednesday, April 06, 2016	Travel Date	\$51.00	0.75	\$ 38.25
Thursday, April 07, 2016	\$51.00			\$ 51.00
Friday, April 08, 2016	\$51.00			\$ 51.00
Saturday, April 09, 2016	\$51.00			\$ 51.00
Sunday, April 10, 2016	\$51.00			\$ 51.00
Monday, April 11, 2016	Return Date	\$51.00	0.75	\$ 38.25
Total Meal & IE Allowance				
	204.00	\$	76.50	280.50

Nightly Lodging from:	Wednesday, April 06, 2016	and check out is on	Monday, April 11, 2016
	Wednesday, April 06, 2016	(First Day) and	Monday, April 11, 2016 (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**

DATE: 03/03/2016

FROM: Orlando Rodriguez

Police

DEPARTMENT

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

Reynaldo Ordonez #4483

Sergeant

EMPLOYEE NAME

POSITION

1. Destination: San Marcos, TX

2. Est. date and time leaving: 04/06/2016 08:00 AM

Est. date and time returning: 04/10/2016 05:00 PM

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

4. Purpose of Trip:

So as to attend the "2016 TTPOA SWAT Conference"

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

There are new courses pertinent to tactical supervision and on scene command that would be highly beneficial to the tactical supervisors. As for the the operators, courses of instruction include the latest, most effective tactics in the industry.

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 44.5 cents a mile for private vehicle (list other) \$ 000.00

b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] \$ 280.50

c. Lodging \$ 109.00 per night x (1) person \$ 376.05

d. Registration Fees \$ 150.00 per person x (1) person **MAIL IN** \$ 150.00

e. Other costs (explain) \$ 000.00

TOTAL: 806.55

8. I HEREBY REQUEST AN ADVANCE OF \$ 656.55 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature:

* Employee Signatures:

9. Charges to be made to line item # 01-9111-848-117 - FB01;Restricted 61 which has a balance of \$ 9,448.52 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/ _____
Finance Director

City of Brownsville, Texas

Analysis of Meal & IE Per Diem Allowance

State and Local Law Enforcement Training Symposium

	in	San Marcos	TX	78666	
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	From:	4/6/2016	8:00 AM	to	4/11/2016	5:00 PM
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The Daily Meal & IE for :	San Marcos	TX	is	\$51.00	
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Date	Meal Per Diem Daily Rate	First Day & Last Day	at 75% of Daily Rate	Total Daily Allowance
Wednesday, April 06, 2016	Travel Date	\$51.00	0.75	\$ 38.25
Thursday, April 07, 2016	\$51.00			\$ 51.00
Friday, April 08, 2016	\$51.00			\$ 51.00
Saturday, April 09, 2016	\$51.00			\$ 51.00
Sunday, April 10, 2016	\$51.00			\$ 51.00
Monday, April 11, 2016	Return Date	\$51.00	0.75	\$ 38.25
Total Meal & IE Allowance				
	204.00	\$	76.50	280.50

Nightly Lodging from:	Wednesday, April 06, 2016	and check out is on	Monday, April 11, 2016
	Wednesday, April 06, 2016	(First Day) and	Monday, April 11, 2016 (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**

DATE: 03/03/2016

FROM: Orlando Rodriguez

Police

DEPARTMENT

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

Salvador Rosas #7077

Officer

EMPLOYEE NAME

POSITION

1. Destination: San Marcos, TX

2. Est. date and time leaving: 04/06/2016 08:00 AM

Est. date and time returning: 04/10/2016 05:00 PM

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

4. Purpose of Trip:

So as to attend the "2016 TTPOA SWAT Conference"

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

There are new courses pertinent to tactical supervision and on scene command that would be highly beneficial to the tactical supervisors. As for the the operators, courses of instruction include the latest, most effective tactics in the industry.

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 44.5 cents a mile for private vehicle (list other) \$ 139.04

b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] \$ 280.50

c. Lodging \$ 109.00 per night x (1) person \$ 376.05

d. Registration Fees \$ 150.00 per person x (1) person **MAIL IN** \$ 150.00

e. Other costs (explain) \$ 000.00

TOTAL: 945.59

8. I HEREBY REQUEST AN ADVANCE OF \$ 795.59 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature:

* Employee Signatures:

9. Charges to be made to line item # 01-9111-848-117FB01;Restricted 61 which has a balance of \$ 7,084.37 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/ _____
Finance Director

City of Brownsville, Texas

Analysis of Meal & IE Per Diem Allowance

State and Local Law Enforcement Training Symposium

	in	San Marcos	TX	78666	
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	From:	4/6/2016	8:00 AM	to	4/11/2016	5:00 PM
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The Daily Meal & IE for :	San Marcos	TX	is	\$51.00	
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Date	Meal Per Diem Daily Rate	First Day & Last Day	at 75% of Daily Rate	Total Daily Allowance
Wednesday, April 06, 2016	Travel Date	\$51.00	0.75	\$ 38.25
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Saturday, April 09, 2016	\$51.00			\$ 51.00
Sunday, April 10, 2016	\$51.00			\$ 51.00
Monday, April 11, 2016	Return Date	\$51.00	0.75	\$ 38.25
Total Meal & IE Allowance				
	204.00	\$	76.50	280.50

Nightly Lodging from:	Wednesday, April 06, 2016	and check out is on	Monday, April 11, 2016
	Wednesday, April 06, 2016	(First Day) and	Monday, April 11, 2016 (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**

DATE: 03/03/2016

FROM: Orlando Rodriguez

Police

DEPARTMENT

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

Arturo Flores, Jr. #5315

Officer

EMPLOYEE NAME

POSITION

1. Destination: San Marcos, TX

2. Est. date and time leaving: 04/06/2016 08:00 AM

Est. date and time returning: 04/10/2016 05:00 PM

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

4. Purpose of Trip:

So as to attend the "2016 TTPOA SWAT Conference"

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

There are new courses pertinent to tactical supervision and on scene command that would be highly beneficial to the tactical supervisors. As for the the operators, courses of instruction include the latest, most effective tactics in the industry.

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 44.5 cents a mile for private vehicle (list other) \$ 000.00

b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] \$ 280.50

c. Lodging \$ 000.00 per night x (1) person \$ 000.00

d. Registration Fees \$ 150.00 per person x (1) person **MAIL IN** \$ 150.00

e. Other costs (explain) \$ 000.00

TOTAL: 430.50

8. I HEREBY REQUEST AN ADVANCE OF \$ 280.50 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature:

* Employee Signatures:

9. Charges to be made to line item # 01-9111-848-117 - FB01;Restricted 61 which has a balance of \$ 9,729.52 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/ _____
Finance Director

City of Brownsville, Texas

Analysis of Meal & IE Per Diem Allowance

State and Local Law Enforcement Training Symposium

	in	San Marcos	TX	78666	
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	From:	4/6/2016	8:00 AM	to	4/11/2016	5:00 PM
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The Daily Meal & IE for :	San Marcos	TX	is	\$51.00	
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Total Meal & IE Allowance				
	204.00	\$	76.50	280.50

Nightly Lodging from:	Wednesday, April 06, 2016	and check out is on	Monday, April 11, 2016
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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: 03/03/2016

FROM: Orlando Rodriguez

Police

DEPARTMENT

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

Carlos A. Castillo #5694

Officer

EMPLOYEE NAME

POSITION

1. Destination: San Marcos, TX

2. Est. date and time leaving: 04/06/2016 08:00 AM

Est. date and time returning: 04/10/2016 05:00 PM

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

4. Purpose of Trip:

So as to attend the "2016 TTPOA SWAT Conference"

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

There are new courses pertinent to tactical supervision and on scene command that would be highly beneficial to the tactical supervisors. As for the the operators, courses of instruction include the latest, most effective tactics in the industry.

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

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

a. Transportation miles x 44.5 cents a mile for private vehicle (list other) \$ 000.00

b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] \$ 280.50

c. Lodging \$ 000.00 per night x (1) person \$ 000.00

d. Registration Fees \$ 150.00 per person x (1) person **MAIL IN** \$ 150.00

e. Other costs (explain) \$ 000.00

TOTAL: 430.50

8. I HEREBY REQUEST AN ADVANCE OF \$ 280.50 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature:

* Employee Signatures:

9. Charges to be made to line item # 01-9111-848 - 117-FB01;Restricted 61 which has a balance of \$ 7,985.42 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/ _____
Finance Director

City of Brownsville, Texas

Analysis of Meal & IE Per Diem Allowance

State and Local Law Enforcement Training Symposium

	in	San Marcos	TX	78666	
--	----	-------------------	----	--------------	--

	From:	4/6/2016	8:00 AM	to	4/11/2016	5:00 PM
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The Daily Meal & IE for :	San Marcos	TX	is	\$51.00	
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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: 03/03/2016

FROM: Orlando Rodriguez

Police

DEPARTMENT

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

Adrian Zarate #5822

Officer

EMPLOYEE NAME

POSITION

1. Destination: San Marcos, TX

2. Est. date and time leaving: 04/06/2016 08:00 AM

Est. date and time returning: 04/10/2016 05:00 PM

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

4. Purpose of Trip:

So as to attend the "2016 TTPOA SWAT Conference"

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

There are new courses pertinent to tactical supervision and on scene command that would be highly beneficial to the tactical supervisors. As for the the operators, courses of instruction include the latest, most effective tactics in the industry.

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

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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 44.5 cents a mile for private vehicle (list other) \$ 000.00

b. Meals: PER DIEM AS PER CITY TRAVEL EXPENSE POLICY [@ 75% FOR FIRST & LAST DAY OF TRAVEL] \$ 280.50

c. Lodging \$ 000.00 per night x (1) person \$ 000.00

d. Registration Fees \$ 150.00 per person x (1) person **MAIL IN** \$ 150.00

e. Other costs (explain) \$ 000.00

TOTAL: 430.50

8. I HEREBY REQUEST AN ADVANCE OF \$ 280.50 FOR THE PURPOSE OF THIS TRIP.

Department Director Signature:

* Employee Signatures:

9. Charges to be made to line item # 01-9111-848- 117-FB01;Restricted 61 which has a balance of \$ 6,288.78 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/ _____
Finance Director

City of Brownsville, Texas

Analysis of Meal & IE Per Diem Allowance

State and Local Law Enforcement Training Symposium

	in	San Marcos	TX	78666	
--	----	-------------------	----	--------------	--

	From:	4/6/2016	8:00 AM	to	4/11/2016	5:00 PM
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The Daily Meal & IE for :	San Marcos	TX	is	\$51.00	
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Nightly Lodging from:	Wednesday, April 06, 2016	and check out is on	Monday, April 11, 2016
	Wednesday, April 06, 2016	(First Day) and	Monday, April 11, 2016 (Last Day) were traveling days

MODIFY ONLY THE ONES HIGHLIGHTED IN YELLOW

[About TTPOA](#)[Training](#)[Command](#)[Conference](#)[TTPOA Store](#)[My TTPOA](#)[Contact](#)

For Members

[Conference Details](#)[Packages & Courses](#)[Attendee Registration](#)[Host Hotel](#)[Who's Attending?](#)[Conference Schedule](#)

For Vendors

[Host Hotel](#)[Vendor Agenda](#)[Trade Show](#)[Sponsorship Packages](#)[Who's Attending?](#)[Vendor Show Quick Facts](#)[Conference Schedule](#)

TTPOA SWAT Conference

The 2016 TTPOA SWAT Conference will be held in the San Marcos, at the Embassy Suites by Hilton, San Marcos Hotel Conference Center & Spa, April 6th through the 10th. With April 6th being a special Conference Sponsor - Vendor range day at the A.L.E.R.R.T. range. Attendee registration is NOW OPEN! View this year's [course offerings](#) and [REGISTER TODAY](#) to secure your spot!

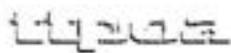
Be sure to visit the [Conference Schedule](#) page to view this year's schedule/days of events.

Since you're down here.....

[TTPOA Home](#)[Privacy Policy](#)[Follow us on Facebook](#)[Follow us on Twitter](#)

About the TTPOA

The TTPOA (Texas Tactical Police Officers Association) is a 501(c)(3) non-profit organization, dedicated to the pursuit of excellence for SWAT units, fostering the exchange of information between agencies and members, creation of standards of training and to create & provide affordable training resources for tactical officers and teams.


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[Event List](#)
[Where Am I?/How?](#)
[Conference Schedule](#)

For Vendors

[Home](#)
[Vendor Agenda](#)
[Trade Show](#)
[Sponsorship Packages](#)
[Where Am I?/How?](#)
[Vendor Show Launch Facts](#)
[Exhibition Schedule](#)

Conference Schedule (Agenda)

schedule subject to change, please periodically check this page for any changes.

Wednesday, April 6th

April 6th is a special Conference Sponsor - Vendor range day at ALERRT Range, 1285 William Pettus Road, TX 78656. Attendance is optional and NO TCOLE credit will be given for attending.

Thursday, April 7th

0800 - 1600

Student Registration

Trade Show

Hospitality and Door Prizes

Friday, April 8th

0700 - 0800 - Late Registration

0800 - 1600 - Trade Show and Door Prizes

0900 - 1300 - General Assembly, TCOLE credit awarded. (Attendance is Mandatory!)

1300 -1400 - Complimentary Lunch Buffet inside Trade Show area

1300 - 1600 - Trade Show and Door Prizes

1900 - 2100 - TTPQA Banquet

Saturday, April 9th

0800 - 1700 - Conference, Operator and instructor Tracks Begin. Conclusion of each track varies with curriculum.

TCOLE credit.

Sunday, April 10th

0800 - 1700

Conference Tracks Conclude

Operator and Instructor Tracks Continue (depending on course selection/course curriculum)

TCOLE credit

Monday, April 11th

0800 - 1700 - Operator and Instructor Tracks Continue (depending on course selection/course curriculum)

TCOLE credit.

Tuesday, April 12th

0800 - 1700 - Operator and Instructor Tracks Continue (depending on course selection/course curriculum)

TCOLE credit.

Wednesday, April 13th

0800 - 1700 - Operator and Instructor Tracks Conclude (depending on course selection/course curriculum)

TCOLE credit.

All students attending the TTPQA Conference must register at the TTPQA registration table on Thursday, April 11th between 12:00 and 2:00 PM. Registration begins at 12:00 PM. Registration ends at 2:00 PM. Registration is required for all attendees.

All students must also obtain the following information before the start of the conference. Please visit:

Since you're down here....

About the TTPQA

The TTPQA is a non-profit organization that provides a variety of services to the transportation industry. We are currently seeking members and are looking for individuals who are interested in the transportation industry. For more information, please visit our website at www.ttpqa.org.

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Submit

AGENDA REQUEST FORM

Item Number: **3f.**

COMMISSION MEETING DATE: 3/15/16

DEPT: City Secretary's Office

CONTACT Michael L. Lopez

AGENDA

Select One:

Executive Session (City Attorney Only) Time needed: _____ Action Item: _____	Workshop Time Needed: _____	Presentation Time Needed: _____	Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Action <input checked="" type="checkbox"/> Consent	Ordinance <input type="checkbox"/> First Reading <input checked="" type="checkbox"/> Second Reading
--	---	---	---	--

Brief Description of Agenda Item:

APPROVAL on SECOND and FINAL READING of Ordinance Number 2016-1220-J, amending Chapter 2 "Administration"; Article V. "Finance"; Division 2 "Fees" Section 2-432 entitled "Fees and Charges for Administrative Services", 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:** _____



Submit

AGENDA REQUEST FORM

Item Number: **3g.**

COMMISSION MEETING DATE: 3/15/16

DEPT: Planning

CONTACT Constanza Miner

AGENDA

Select One:

Executive Session (City Attorney Only)	Workshop	Presentation	Agenda	Ordinance
Time needed: _____ Action Item: _____	Time Needed: _____	Time Needed: _____	<input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Action <input checked="" type="checkbox"/> Consent	<input type="checkbox"/> First Reading <input checked="" type="checkbox"/> Second Reading

Brief Description of Agenda Item:

SECOND and FINAL READING on Ordinance Number 2016-1613 Amending Chapter 2, Article IV by adding Division 5, Sections 2-374 through 2-381, "Main Street Advisory Board," to establish the structure and guidelines to advise City staff on all matters relating to the historic preservation, economic development, and revitalization of downtown Brownsville, in accordance with the Main Street Four Point Approach.

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: _____



Submit

AGENDA REQUEST FORM

Item Number: **3h.**

COMMISSION MEETING DATE: 3/15/16

DEPT: Planning

CONTACT Constanza Miner

AGENDA

Select One:

Executive Session (City Attorney Only)	Workshop	Presentation	Agenda	Ordinance
Time needed: _____ Action Item: _____	Time Needed: _____	Time Needed: _____	<input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Action <input checked="" type="checkbox"/> Consent	<input type="checkbox"/> First Reading <input checked="" type="checkbox"/> Second Reading

Brief Description of Agenda Item:

SECOND and FINAL READING on Ordinance Number 2016-1600.02. An Ordinance of the City of Brownsville repealing current section 320-37 of Chapter 320, Article II and replacing it with new section 320-37 Design Standards.

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: _____



Submit

AGENDA REQUEST FORM

Item Number: **3i.**

COMMISSION MEETING DATE: 03/15/2016

DEPT: Planning

CONTACT Constanza Miner

AGENDA

Select One:

Executive Session (City Attorney Only)	Workshop	Presentation	Agenda	Ordinance
Time needed: _____ Action Item: _____	Time Needed: _____	Time Needed: _____	<input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Action <input checked="" type="checkbox"/> Consent	<input type="checkbox"/> First Reading <input checked="" type="checkbox"/> Second Reading

Brief Description of Agenda Item:

SECOND and FINAL READING on Ordinance Number 2016-1479-C, repealing current section 332-171 of Chapter 332, Article IV of the City of Brownsville Subdivision Code and replacing it with new section 332-171 Fees in Lieu of Dedication.

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: _____



Submit

AGENDA REQUEST FORM

Item Number: **3j.**

COMMISSION MEETING DATE: 3/15/2014

DEPT: ENGINEERING

CONTACT CARLOS LASTRA, P.E.

Carlos Lastra

Digitally signed by Carlos Lastra
DN: cn=Carlos Lastra, o=Engineering Department, ou=City
of Brownsville, email=carloslastra@cobus, c=US
Date: 2014.03.09 15:23:35 -0500

AGENDA

Select One:

Executive Session (City Attorney Only)	Workshop	Presentation	Agenda	Ordinance
Time needed: _____ Action Item: _____	Time Needed: _____	Time Needed: _____	<input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Action <input checked="" type="checkbox"/> Consent	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading

Brief Description of Agenda Item:

"Consideration and Action to Award a Contract for the Purchase and Delivery of a New Vehicle and Storm Water Camera System."

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: _____



PURCHASING & CONTRACT SERVICES PROCUREMENT ANALYSIS

Date: March 7, 2016

To: Mr. Charlie Cabler, City Manager

CC: Mr. Pete Gonzalez, Deputy Assistant City Manager
Mrs. Ruth Osuna, Assistant City Manager
Mrs. Stephanie Reyes, Assistant City Manager
Mr. Carlos Lastra, Engineering Director
Mr. Michael L. Lopez, City Secretary
Mr. Lupe Granado III, Finance Director

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

Subject: Agenda Item for the City Commission meeting of March 15, 2016:
"Consideration and Action to Award a Contract for the Purchase and Delivery of a New Vehicle and Storm Water Camera System."

At the request of the Engineering Director, Carlos Lastra, the Purchasing & Contract Services Department has solicited a Houston-Galveston Area Council (HGAC) proposal for the subject procurement. Under Section §791.025, "Contracts for Purchases" and Section § 271.101-102 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]

The Engineering Department has worked together with Kinloch Equipment & Supply, Inc. representatives, to develop specifications for the Storm Water Camera System and installation into commercial cutaway van. Kinloch Equipment and Supply is an awarded vendor through "HGAC" with contract # SC01-15. Kinloch Equipment & Supply Inc. quote is attached for Commission consideration and action. [Bookmark "B" – HGAC – Kinloch Equipment & Supply Inc. Proposal]

In addition, the Engineering Department and City Fleet Administrator have work together to obtain quotes for the purchase and delivery of one new model commercial cutaway van vehicle which will house the storm water camera system. Kinloch Equipment & Supply, Inc. will be installing the complete system as per technical specifications. [Bookmark "C" – Tabulation sheet – Quotes submitted by 3 different vendors on commercial cutaway van]

Procurement Results:

1. The responsive and responsible vendor under HGAC contract for storm water camera system is:
Kinloch Equipment & Supply, Inc. of Pasadena, TX in the amount of **\$180,565.00** (HGAC contract pricing)
2. The responsive and responsible vendor for a new model, commercial cutaway van is:
Caldwell Country Chevrolet, from Caldwell, Tx in the amount of **\$23,655.00**
3. Funding for this procurement is available through:
BCIC FUNDING for this purchase is \$139,044.00 and the remaining balance is from CIP FUNDING FUND 89 in the amount of \$65,188.00

GOVERNMENT CODE

TITLE 7. INTERGOVERNMENTAL RELATIONS

CHAPTER 791. INTERLOCAL COOPERATION CONTRACTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 791.025. CONTRACTS FOR PURCHASES. (a) A local government, including a council of governments, may agree with another local government or with the state or a state agency, including the comptroller, to purchase goods and services.

(b) A local government, including a council of governments, may agree with another local government, including a nonprofit corporation that is created and operated to provide one or more governmental functions and services, or with the state or a state agency, including the comptroller, to purchase goods and any services reasonably required for the installation, operation, or maintenance of the goods. This subsection does not apply to services provided by firefighters, police officers, or emergency medical personnel.

(c) A local government that purchases goods and services under this section satisfies the requirement of the local government to seek competitive bids for the purchase of the goods and services.

(d) In this section, "council of governments" means a regional planning commission created under Chapter 391, Local Government Code.

Added by Acts 1991, 72nd Leg., ch. 38, Sec. 1, eff. Sept. 1, 1991. Amended by Acts 1995, 74th Leg., ch. 28, Sec. 1, eff. April 27, 1995; Acts 1997, 75th Leg., ch. 826, Sec. 1, eff. June 18, 1997.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 937 (H.B. [3560](#)), Sec. 1.62,
eff. September 1, 2007.

LOCAL GOVERNMENT CODE

TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY

SUBTITLE C. ACQUISITION, SALE, OR LEASE PROVISIONS APPLYING TO
MORE THAN ONE TYPE OF LOCAL GOVERNMENT

CHAPTER 271. PURCHASING AND CONTRACTING AUTHORITY OF
MUNICIPALITIES, COUNTIES, AND CERTAIN OTHER LOCAL GOVERNMENTS

SUBCHAPTER A. PUBLIC PROPERTY FINANCE ACT

SUBCHAPTER F. COOPERATIVE PURCHASING PROGRAM

Sec. 271.101. DEFINITIONS. In this subchapter:

(1) "Local cooperative organization" means an organization of governments established to provide local governments access to contracts with vendors for the purchase of materials, supplies, services, or equipment.

(2) "Local government" means a county, municipality, special district, school district, junior college district, regional planning commission, or other political subdivision of the state.

Added by Acts 1995, 74th Leg., ch. 746, Sec. 7, eff. Aug. 28, 1995.

Sec. 271.102. COOPERATIVE PURCHASING PROGRAM PARTICIPATION. (a) A local government may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state.

(b) A local government that is participating in a cooperative purchasing program may sign an agreement with another participating local government or a local cooperative organization stating that the signing local government will:

(1) designate a person to act under the direction of, and on behalf of, that local government in all matters relating to the program;

(2) make payments to another participating local government or a local cooperative organization or directly to a vendor under a contract made under this subchapter, as provided in the agreement between the participating local governments or between a local government and a local cooperative organization; and

(3) be responsible for a vendor's compliance with provisions relating to the quality of items and terms of delivery, to the extent provided in the agreement between the participating local governments or between a local government and a local cooperative organization.

(c) A local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services.

Added by Acts 1995, 74th Leg., ch. 746, Sec. 7, eff. Aug. 28, 1995.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 261 (S.B. [1281](#)), Sec. 1, eff. May 29, 2015.



TABULATION SHEET

Request for Quotes for Purchase & Delivery of New Model 2016 1 Ton Cut-Off Van Dual Rear Wheel
3/09/2016



VENDORS:	Caldwell Country Chev-Ford P.O. Box 27 (c/o Averyt Knapp) Caldwell, TX 77836 Attn: Averyt Knapp Ph. (979) 567-6116 Fax. (979) 567-0853	HGAC-Buy Grapevine Dodge 2601 William D Tate Ave, Grapevine, TX 76051 Attn. Dennis Thomas Ph. (817) 410-7541 Fax (817) 410-7502	Tipton Ford, Inc. 3840 N. Expressway Brownsville, TX 78526 Attn: Dennis Thomas Ph. (956) 245-1850
<u>Vehicle Description:</u>	<u>2016 Chevrolet Express Commercial Cutaway 3500 Van 159"</u>	<u>2016 New Model Jeep Wrangler Unlimited 4 Dr</u>	<u>2016 New Model Ford Commercial Cutaway Van</u>
2016 1 Ton Cut-Off Van Dual Rear Wheel	\$23,655.00	\$33,469.00 HGACBuy	\$23,667.00 Local Bid
Alternative Options:			
Diesel Engine:	\$11,675.00	N/A	N/A
Heavy Duty Towing Package:	N/A	N/A	\$135.00
Delivery Time	150 Days		90-120 Days (order must be submitted to Ford by 3-11-16)
Specification Criteria	Responsive	Non- Responsive	Responsive

+



Inter-departmental Memorandum Engineering Department



TO: Charlie Cabler, City Manager
FROM: Carlos Lastra, P.E., City Engineer
CC: Roberto C. Luna, Purchasing Director
DATE: March 7, 2016
RE: Recommendation to Purchase the Storm water Camera.

The Engineering Department has completed the Procurement process for the Purchase and Installation of the Storm water camera for the City of Brownsville drainage projects. After considering all three camera vendors and associated softwares with these systems it was found that Cues and Envirosight were not able to respond to the request for the Camera to include a Pipe laser profiler as well as a on-chassis camera measurement tool. Furthermore, the two vendor's software had 2 discrepancies as well, the associated software would not be capable of Cloud server reporting, as well as, 3D modeling which will be vital in building an accurate database of the COB Stormwater System. Because of these issues, we are requesting that Cues and Envirosight be disqualified due to Non-Response and awarding to go to the KINLOCH/IBAK system quoted by Kinloch Equipment and Supply.

The Engineering Department recommends to award contract for the Purchase and Installation of the Storm water camera to **KINLOCH/IBAK** the responsive and responsible vendor on HGAC contract, based on the submitted specifications in the amount of **\$180,565.00** for the said project. In addition, the Engineering Department recommends the purchase and delivery of a new model Commercial Cut-away van in the amount of **\$23,667.00** for a total project cost of **\$204,232.00**. Funding for this project is available under the Capital Improvement Project Account 89-8200-9140-02.





Submit

AGENDA REQUEST FORM

Item Number: **3k.**

COMMISSION MEETING DATE: 3/15/16

DEPT: PURCHASING

CONTACT ROBERTO C. LUNA JR.

AGENDA

Select One:

Executive Session (City Attorney Only) Time needed: _____ Action Item: _____	Workshop Time Needed: _____	Presentation Time Needed: _____	Agenda <input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Action <input checked="" type="checkbox"/> Consent	Ordinance <input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading
--	---	---	---	---

Brief Description of Agenda Item:

Consideration and ACTION to request authorization to renew term contract for City Fleet Maintenance Services for the City of Brownsville.

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: _____



PURCHASING & CONTRACT SERVICES DEPARTMENT PROCUREMENT ANALYSIS

Date: March 7, 2016
To: Mr. Charlie Cabler, City Manager
CC: Mr. Pete Gonzalez, Deputy Assistant City Manager
Mrs. Ruth Osuna Assistant City Manager
Mrs. Stephanie Reyes, Assistant City Manager
Mrs. Michael L. Lopez, City Secretary
Mr. Lupe Granado III, Finance Director
Mr. Santana Torres, Public Works Director
From: Mr. Roberto C. Luna, Purchasing & Contract Services Director
Subject: Agenda Item for the City Commission meeting of March 15th, 2016:
"Consideration and Action to Request Authorization to Renew Term Contract
for Management and Maintenance of the City's Municipal Fleet"
RFP # MMS-02-1013

At the request of the City Commission action item presented on Commission meeting of March 6, 2012. Action item number 9 "*Consideration and ACTION to require that all contracts with extension options receive City Commission approval prior to entering into an extension of contract*", the Purchasing & Contract Services Department is requesting authorization to renew term contract for the following contract:

RECAP

Original contract with **G4S Integrated Fleet Services, LLC**, of Fort Worth, Texas was awarded on April 29, 2013 for a Term Contract for Management and Maintenance of the City's Municipal Fleet. [*Bookmark "A" – City Commission Agenda presented April 29, 2013*]

Term contract for management and maintenance of the City's Municipal Fleet was awarded for a six percent (6.0%) for general and administrative overhead and an additional four percent (4%) fee. The total combined general and administrative overhead and fee will not exceed **\$318,000.00** in the first year for the 841 total vehicles and equipment. The general and administrative overhead and fee not to exceed "cap" will be subject to negotiation for subsequent contract years.

The duration of the Contract will be from April 1, 2013 to March 31, 2016, for thirty-six (36) months. Further, this Contract may be renewed, expanded and extended by mutual agreement of an additional two (2) renewal periods of three (3) years each, provided that the funds for subject contract are available and an operating budget is approved by the City and Contractor and that the Contractor has established a satisfactory record of performance. This Agreement can be extended, upon expiration of the two renewal periods, month-to-month on thirty (30) days written notice by the City to the Contractor, for up to six months, unless a longer period is agreed in writing by the Contractor and the City. The parties agree to provide written notice of their intent not to extend the Agreement no later than sixty (60) days prior to the expiration of the term of the Agreement.

An amendment to term contract was made on January 8, 2015 to change the name of G4S Integrated Fleet Services, LLC to its parent company **Centerra Integrated Services, LLC** (Fed Tax ID # 33-0379048) [*Bookmark "B" – Assignment and Assumption amendment to term contract signed by City Manager on January 2015*]

UPDATE

At the request of the City of Brownsville's Fleet Administrator Adolfo Perales, the Purchasing/Contracting Office has solicited a renewal agreement as per the terms and conditions of the original contract awarded by City of Brownsville Commission.

Several meeting took place with municipal fleet maintenance committee to review vendor's performance and revised Key Performance Indicators "KPI's" as well as to make some modifications to contract renewal.

Procurement Results:

Municipal Fleet Maintenance Committee recommends the following:

1. Consideration and Action to Request Authorization to Renew Term Contract for Management and Maintenance of the City's Municipal Fleet for one period of (3) three years to **Centerra Integrated Services, LLC a Nevada corporation** of Fort Worth, Texas for a six percent (6.0%) for general and administrative overhead and an additional four percent (4%) fee. The total combined general and administrative overhead and fee will not exceed **\$318,000.00** in the first year for the 837 total vehicles and equipment. The general and administrative overhead and fee not to exceed "cap" will be subject to negotiation for subsequent contract years. *[Bookmark "C" – Renewal Agreement for Fleet Management and Maintenance Services]*
2. The City is exercising its unilateral option to extend the term of this term contract for a first renewal term of three (3) year period starting on April 1st, 2016 and shall expire on March31, 2019. A second renewal term will be left for this contract and shall require mutual acceptance, provided that the funds for subject contract are available and an operating budget is approved by the City and Contractor and that the Contractor has established a satisfactory record of performance. This Agreement can be extended, upon expiration of the two renewal periods, month-to-month on thirty (30) days written notice by the City to the Contractor, for up to six months, unless a longer period is agreed in writing by the Contractor and the City. The parties agree to provide written notice of their intent not to extend the Agreement no later than sixty (60) days prior to the expiration of the term of the Agreement.
3. Funding for the Management & Maintenance of the Municipal Fleet contract will be derived from the Operating Vehicle/Equipment Maintenance Budget from each Department.



AGENDA REQUEST FORM

CITY COMMISSION MEETING DATE: 04/29/2013 ITEM NUMBER: _____

DEPT. MAKING REQUEST: Finance Department DATE SUBMITTED: 04/22/2013

CONTACT PERSON(S) NAME: Lupe Granado III, Interim Finance Director

PHONE: 956 548-6015 FAX: 956 546-2270 E-MAIL: lupe@cob.us

AGENDA CATEGORY: (TIME LIMIT)

- EXECUTIVE SESSION WORKSHOP PRESENTATION DISCUSSION

Length of Time Needed for The Item Above: (3) three (minutes)

(No time limit)

- CONSENT PUBLIC HEARING ACTION

AGENDA ITEM: (Attach back up material)

"Consideration and Action to Award a Term contract for Fleet Management and Maintenance Services for the City of Brownsville."

AGENDA ITEM HISTORY: Second Reading Tabled on 04/16/2013 Discussed on _____

Pending Info Received Other _____

FINANCIAL: Budgeted: YES NO N/A

Grant/Matching Funds From:

Funding for this procurement is derived from each departments user account.

STAFF RECOMMENDATION: (mark your selection) Approve Deny

Table for _____ weeks Table Indefinitely Other: _____

OTHER RECOMMENDATION: (Write in advisory board or committee name and recommendation if applicable)

MMS-02-1013
Finance Department

ADMINISTRATIVE APPROVAL: YES NO

City Manager



PURCHASING & CONTRACT SERVICES DEPARTMENT PROCUREMENT ANALYSIS

Date: April 8, 2013

To: Mr. Charlie Cabler, City Manager

CC: Mr. Pete Gonzalez, Deputy Assistant City Manager/CFO
Mr. Jeff Johnston, Assistant City Manager/Emergency Management Director
Mrs. Estela Von Hatten, City Secretary
Mr. Lupe Granado III, Assistant Finance Director
Mr. Adolfo Perales, Fleet Maintenance Contract Manager

From: Mr. Roberto C. Luna, Jr., Purchasing & Contract Services Manager

Subject: Agenda Item for the City Commission meeting of April 29, 2013:
"Consideration and Action to Award a Term Contract for Management and Maintenance of the City's Municipal Fleet".

At the request of the City of Brownsville's Fleet Administrator Adolfo Perales, the Purchasing/Contracting Office has solicited proposals from fleet service providers for management and maintenance of the City's municipal fleet. Existing contract is scheduled to expire on March 31, 2013.

The legal advertisement appeared in *The Brownsville Herald* two times, on September 23 and September 30, 2012 and was posted on Texas Bid System website. A total of twenty-six (26) vendors on the Texas Bid system received an invitation to participate. Sixteen (16) vendors accessed and downloaded the RFP package on the Texas Bid system website.

A Pre-Proposal conference was conducted at City Hall, Purchasing conference room on October 10, 2012. Representatives from First Vehicle Services/First Group America and G4S were present. The intent of the project, scope of services being required, and general contract terms were presented to the firms in attendance followed immediately by a question and answer session.

During the Pre-Proposal meeting various points were discussed such as the following:

- Target and Non-Target Fleet Lists
- Cost-Plus Vs. Target & Non-Target Cost
- Cost Proposal and Value Engineering
- Age and Condition of Municipal Fleet
- Management & Staffing Levels
- Existing Parts Inventories
- Emergency Vehicle services
- Compliance with City's Procurement Policy
- Use of special lubricants to extend fleet life cycles
- Electronic Invoicing and Payment

During the RFP process, a total of six (6) addendums were issued to respond to request for clarifications from participants. Addenda also extended the RFP due date to allow sufficient time for participants to respond. All six (6) addendums were upload it to the Texas Bid System website.

On Thursday, November 29, 2012 at 4:00pm, the Purchasing/Contracting Office received two (2) sealed proposals from two vendors; First Vehicle Services and G4S for Management & Maintenance of the City's Municipal Fleet.

The RFP responses from both companies were opened and copies disseminated to members of the RFP Review Committee. During that RFP Committee Review meeting, both sets of proposals were evaluated and discussed.

The RFP Review Committee (formed in December) was composed of:

- Santana Torres - Director of Public Works
- Fernando Arellano – Safety & Risk Officer/ HR Assistant Director
- Chris Patterson – Parks & Recreation Director
- Lupe Granado – Interim Finance Director
- Orlando Rodriguez - Police Chief
- Lenny Perez - Fire Chief

One meeting was conducted on Thursday, January 17, 2013, to discuss the evaluation process and procedures to independently score the proposals.

On January 24, 2013 a second evaluation meeting was conducted to continue to review submittals and discuss references submitted by participants.

On January 30, 2013 the evaluation committee submitted their evaluation forms, the Purchasing & Contract Office tabulated the scores. As the evaluation summary indicates, the selection was made by the unanimous consensus of the RFP Review Committee. The evaluation criteria score sheet is attached for Commission review. [*Bookmark "A" Evaluation Score Sheet*]

On February 12, 2013 the evaluation committee initiated contract negotiations with the highest ranked firm G4S.

On March 12, 2013 the evaluation committee met again to review first offer on alternate "Cost-Plus" fleet maintenance contract. As a result of this process the evaluation committee scheduled another meeting on March 18, 2013 to finalize negotiations and contract terms and conditions.

On March 19, 2013 a final meeting was conducted to review and negotiate "BAFO" *Best and Final Offer* with G4S. The recommended vendor and the Evaluation Committee have reached a satisfactory working agreement, both in terms and conditions as well as the services to be rendered. [*Bookmark "B" Best and Final Offer [BAFO] – Contract Agreement*]

RECOMMENDATION:

Evaluation Committee recommends the following:

Consideration and Action to Award a Term Contract for Management and Maintenance of the City's Municipal Fleet to **G4S Integrated Fleet Services, LLC**, of Fort Worth, Texas, for a six percent (6.0%) for general and administrative overhead and an additional four percent (4%) fee. The total combined general and administrative overhead and fee will not exceed **\$318,000.00** in the first year for the 841 total vehicles/equipment. The general and administrative overhead and fee not to exceed "cap" will be subject to negotiation for subsequent contract years.

The duration of the Contract will be from April 1, 2013 to March 31, 2016, for thirty-six (36) months. Further, this Contract may be renewed, expanded and extended by mutual agreement of an additional two (2) renewal periods of three (3) years each, provided that the funds for subject contract are available and an operating budget is approved by the City and Contractor and that the Contractor has established a satisfactory record of performance. This Agreement can be

extended, upon expiration of the two renewal periods, month-to-month on thirty (30) days written notice by the City to the Contractor, for up to six months, unless a longer period is agreed in writing by the Contractor and the City. The parties agree to provide written notice of their intent not to extend the Agreement no later than sixty (60) days prior to the expiration of the term of the Agreement.

Funding for the Management & Maintenance of the Municipal Fleet contract will be derived from the Operating Vehicle/Equipment Maintenance Budget from each Department.

Solicitation Information:

As of 11/29/2012

Newspaper: Brownsville Herald – September 23, 2012 and September 30, 2012

Texas Bid Systems:

- Companies that received a notice: 26
- Companies that accessed bid package: 16



Evaluation Criteria Score Sheet
RFP # MMS-02-1013
Municipal Fleet Maintenance and Management

	G4S Integrated Fleet Services	First Vehicle Services
Member 1	98	90
Member 2	93	80
Member 3	97	84
Member 4	100	85
Member 5	95	85
Member 6	100	88
Sum	<hr/> 583	<hr/> 512
Average:	97.16666667	85.33333333

AGREEMENT FOR FLEET MANAGEMENT SERVICES

THIS AGREEMENT is made this ____ day of _____, 2013, by and between the City of Brownsville, a Texas municipality, whose address is 1001 East Elizabeth Street, Brownsville, Texas 78520 (“**City**”), and G4S Integrated Fleet Services, LLC, a Nevada corporation, whose address is 4800 Overton Plaza, Suite 380, Fort Worth, TX 76109 (“**Contractor**”).

WITNESSETH:

WHEREAS, City desires to retain Contractor as an independent contractor to perform the fleet maintenance services; and

WHEREAS, Contractor has the ability to timely perform the fleet maintenance services and is willing to perform such services according to the terms more particularly set forth herein in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Engagement of Contractor.** City hereby retains Contractor, and Contractor hereby accepts engagement by City upon the terms and conditions set forth in this Agreement.

2. **Term.** The duration of the Contract will be from 04/01/2013 to 03/31/2016, for thirty six (36) months. Further, this Contract may be renewed, expanded and extended by mutual agreement of an additional two (2) renewal periods of three (3) years each, provided that the funds for subject contract are available and an operating budget is approved by the City and Contractor and that the Contractor has established a satisfactory record of performance. This Agreement can be extended, upon expiration of the three renewal periods, month-to-month on thirty (30) days written notice by the City to the Contractor, for up to six months, unless a longer period is agreed in writing by the Contractor and the City.

3. **Services to be Performed.** The parties agree that the Contractor’s compensation shall be in accordance with this Agreement, the Scope of Services attached hereto and incorporated herein by reference as Exhibit “A,” and the Clarifications to Cost and Scope of Services to be Provided attached hereto and incorporated herein by reference as Exhibit “B.” In conformance with Exhibit “B”, the City shall compensate Contractor for the cost of work associated with the performance of the Scope of Services listed in Exhibit “A” and for current and additional staff, equipment, and materials at a rate equal to the Contractor’s Cost of the Work as defined in Exhibit “B” plus Six percent (6.0%) for general and administrative overhead and an additional Four percent (4%) fee. The total combined general and administrative overhead and fee will not exceed \$318,000.00 in the first year for the 841 total vehicles/equipment consisting of the units listed in R.F.P. No. MMS-02-1013 and the units added on February 20, 2013. The general and administrative overhead and fee not to exceed “cap” will be subject to negotiation for subsequent contract years. Support services and emergency management services contained in this agreement will remain in effect unless changed through subsequently amended in writing and duly signed by both Parties.

4. **Invoicing for Services Performed.** Contractor will invoice City during the first two weeks of each month for services performed in the prior month. The invoice will include a fully-detailed account of the prior month's activities as well as the general overhead and administrative charges referenced herein.

5. **Independent Contractor.** Contractor agrees that Contractor is an independent contractor and that neither Contractor nor Contractor's agents or employees are, or shall be deemed to be, agents or employees of the City for any purpose. Contractor shall have no authorization, express or implied, to bind the City to any agreement, liability, or understanding. The parties agree that Contractor, its agents and employees will not become employees of the City, nor be entitled to any employee benefits from City as a result of the execution of this Agreement.

6. **Fleet Services Facility.**

(a) Use and Maintenance. The work under this Agreement is to be performed in the City - owned facility located at 6035 Jaime J. Zapata Avenue, Brownsville (hereinafter the "Facility") which shall be provided to the Contractor for its use while this Contract is in effect for \$1 per year in accordance with this agreement. The Facility shall remain the property of the City. The City will provide and pay for the gas, electricity, water, and sewer service to the Facility. The City will provide a working phone system for the Contractor's use on this contract with the Contractor being responsible for all long distance charges. The City is also responsible for all-necessary repairs, maintenance, renovations and replacements to the Facility and all systems and components thereof, including compliance with all applicable governmental rules and regulations, unless necessitated by the Contractor's negligence or intentional misuse by Contractor's employees or agents. The Contractor shall be responsible for interior housekeeping, janitorial maintenance and supplies. The Contractor shall also be responsible for ground maintenance. The Contractor shall not engage in a course of conduct which is so disruptive and destructive that damage results for which improvements or repairs must be made. The City does not warrant that the soil and any ground water under the facilities is not contaminated with any regulated substance or hazardous waste and that regulated substances or hazardous wastes have not been and are not now being treated, stored, or disposed of on the Facility in violation of existing federal, state, or local requirements. The City further agrees to complete and deliver to the Contractor, within ten (10) days of final execution of the Agreement, a Disclosure Statement in form and substance acceptable to the Contractor. The City shall be responsible for any environmental damage, fines, penalties, clean-up costs, and any other costs, including, but not limited to, third party liability, that may arise from leaks, seepage, or spills occurring in connection with the storage or dispensing of regulated substances or hazardous wastes at the Facility to the extent such items arise from actions or omissions that occurred prior to the execution of this Agreement. Contractor shall be responsible for any environmental damage, fines, penalties, clean-up costs, and any other costs, including but not limited to, third party liability, that may arise from leaks, seepage or spills occurring in connection with the storage or dispensing of regulated substances or hazardous wastes at the Facility to the extent such arise from actions or omissions that occur after the execution of this Agreement.

(b) Security. The Contractor may change the lock cylinders on any or all of the maintenance facilities and equipment leased for the duration of the Agreement. The Contractor shall immediately upon making such change provide duplicate keys to the _____.

_____ shall make duplicate keys available to any personnel he deems necessary, such as the Chief of Police and the Fire Chief, and shall notify Contractor in writing of any persons who are given duplicate keys. The Contractor shall be responsible for the security of the Facility and all equipment once locks have been changed. In the event of loss of, or damage to the facility or equipment due to the actions or omissions of Contractor, its agents or employees, the Contractor shall replace or repair any such damage with insurance proceeds and/or reimburse the City in an amount covering such loss or damage.

7. **Shop Equipment.**

(a) Existing City-owned Equipment. The City shall provide shop equipment (specifically including but not limited to _____ vehicles and _____ which shall be specifically identified in the inventory) for use by Contractor in accordance with the City's inventory list as determined by an audit conducted jointly by the Parties prior to the commencement of operation by Contractor hereunder. At the commencement of operation, the Contractor shall determine which City-supplied equipment is operable and shall provide the City with a list of such equipment within ten days of commencing operation. Thereafter the Contractor shall be obligated to maintain such equipment in the condition in which it was entrusted to Contractor, reasonable wear and tear excepted and such equipment shall remain at the Facility upon termination of this Agreement. The Contractor shall furnish all hand tools, equipment, and supplies needed to maintain the fleet consistent with good fleet management practice.

(b) **Additional Shop Equipment.** The Contractor will purchase any additional shop equipment needed to maintain the fleet consistent with good fleet management and maintenance practice. The decision to purchase additional equipment shall be made by mutual written agreement between the Parties and will include a written report from Contractor to City of the description, serial and other numbers of the equipment, date of purchase as well as a description of any equipment to be traded or otherwise disposed of. The cost of all equipment purchased for this Agreement will be amortized over the remaining life of the Agreement. Should this Agreement terminate before the equipment has been fully amortized, the City will purchase said equipment from the Contractor at the amortized value remaining on such equipment. For purposes of this Section, any agreement to purchase additional equipment must be signed by the _____ on behalf of the City and by _____ (name and title) on behalf of Contractor.

8. **Warranty.** Contractor warrants that services performed under this Agreement will be performed in a manner consistent with the professional standards governing such services.

9. **Interruptions.** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

10. **Notices.** Any notice required to be given under this Agreement shall be in writing and shall be mailed or delivered to the other party at that party's address as stated above.

11. **Compliance.** This Agreement and the provision of services hereunder shall be subject to the laws of Texas and be in accordance with the policies, procedures, and practices of City.

12. **Entire Agreement/Modifications.** This Agreement contains the entire agreement between the parties with respect to the subject matter contained in this Agreement. This instrument supersedes all prior negotiation, representation, and understanding or agreements with respect to the subject matter contained in this Agreement. This Agreement may be changed or supplemented only by a written instrument signed by both parties.

13. **Severability.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

14. **Assignment.** This Agreement and any rights, duties and obligations hereunder may not be assigned without the prior written consent of all of the parties hereto and in the event of an attempted assignment by one party to this Agreement without the express prior written consent of all other parties, such attempted assignment shall be void and without effect.

15. **Binding effect.** This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, and their respective successors, employees, legal representatives, and permitted assigns, and no other person shall have any legal or equitable rights, remedies, or claims under or in respect of or by virtue of this Agreement or any provision herein contained.

16. **Choice of Law/Venue.** This Agreement is governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under, or arising out of this Agreement shall be in Cameron County, Texas.

17. **Remedies.** The remedies provided to the parties by this Agreement are not exclusive or exhaustive, and are in addition to any other remedies the parties may have.

18. **Attorneys' Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

19. **Insurance and Indemnification.** Contractor shall comply with the provisions in the Insurance and Indemnification Form attached hereto as Exhibit "C."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written above.

Attest:

**CITY:
City of Brownsville, TX
A TEXAS Municipal Corporation**

City Clerk

By: _____
CITY MANAGER

APPROVED AS TO FORM

Linda L. Sjogren, City Attorney

CONTRACTOR:
G4S INTEGRATED FLEET SERVICES,
LLC

(SEAL)

By: _____
Print Name _____

Title: _____

Date: _____

STATE OF TEXAS)
)
CITY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ of G4S Integrated Fleet Services, LLC, who is personally known to me or has produced _____ as identification, and acknowledged execution of the foregoing Agreement as the proper official of G4S Integrated Fleet Services, LLC for the use and purposes mentioned in it and affixed the official seal of the corporation and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at and in the State and City Aforesaid on this _____ day of _____, _____.

NOTARY PUBLIC

EXHIBIT A
SCOPE OF SERVICES

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

1. Statement Of Work The Contractor will:

- Provide scheduled preventive maintenance, remedial repairs, towing, parts inventory acquisition and management, and other associated fleet management services required to ensure the continuity of effective and economical operation of the **City** vehicles.
- Furnish all necessary supervision, labor, parts, supplies and sub-contract work required to maintain the fleet in a state-of-repair and service consistent with generally accepted industry fleet practices and as more specifically defined in this scope of work.
- Provide and maintain a permanent, detailed, automated record system for each vehicle and vehicle category in order to provide a basis for optimum fleet management and provide detailed maintenance and operating information for the **City**.
- **Supply reports in a timely fashion at the request of the City. The City reserves the right to request reports regarding any aspect of the operation of the Service Center at any time.**

1.1 Hours of Service

The shop(s) shall normally be open from 7:00 am to 8:00 pm, Monday through Friday and 7:00 am to 3:30 pm on Saturdays & Sundays; the facility may be open for additional time at respondent's discretion. Vehicles and equipment shall be accepted for service during these hours of operation.

1.2 Security

The **Contractor** shall also provide for security of the **City's** vehicles and equipment while in the **Contractor's** possession for maintenance or repair.

2. Preventive Maintenance (PM)

A Preventive Maintenance (PM) program will be established for all vehicles. The PM program will be designed in accordance with recognized industry standard fleet management practices and will meet the terms and conditions necessary to comply with the original equipment manufacturers (OEM) specifications, or other specific warranties and recommendations. At a minimum, the **Contractor** must perform a preventive maintenance inspection on each vehicle and piece of equipment every 3,000 miles or three months of service, whichever occurs first. Contractor shall be responsible for downloading and/or manually entering data as necessary to routinely update PM schedules and usage information.

Although subject to change as agreed by the **Contractor** and the **City**, the PM work will meet the following minimum requirements:

2.1 PM-A

Perform Items 1-10 every PM interval, using OEM specified Severe Duty Service Requirements

1. Safety Checklist

- a. Tires-record tread depth of all tires — a minimum of 3/32 tread depth shall be maintained (5/32 for emergency and essential vehicles)
- b. Lights-exterior and interior lights and gauges
- c. Windshield wipers
- d. Fluid levels
- e. Battery and charging system; also clean terminals and check cables
- f. Heating/air-conditioning system
- g. Exhaust system and exhaust hangers and clamps
- h. Steering and suspension
- i. Frame, cross members and body joints
- j. Drive shaft/U-joints
- k. Seatbelts
1. Windshield, windows and mirrors

2. Inspect critical components (hoses, belts, etc.) replace any worn or damaged components).
3. Inspect vehicle appearance (look for body damage, rust, interior condition, etc.)
4. Engine oil and oil filter — change and oil sample
5. Lubricate chassis, hinges, locks, etc.
6. Emission controls — service
7. Brake Inspection — per manufacturer's recommendation based on type of vehicle (3,000 miles on police cruisers)
8. Cooling system (service if needed)
9. Starter/charging system (check and repair or replace deficient components)
10. Inspect air cleaner element and replace, if needed

2.2 PM-C

Perform Items 1-5, in addition to items **1-10** in PM-A, every fourth PM interval.

1. Tires — rotate and balance
2. Front wheel bearings — service

3. Scope engine
4. Automatic transmission service which includes adjustment, fluid and filter change.

2.3 Routine Maintenance and Repair

Perform repairs as required; road test and correct deficiencies.

2.4 Scheduling

PM activities should interfere minimally with the operator's normally required work schedule. Therefore, vehicle and equipment preventive maintenance (PM) should be scheduled at times mutually agreed upon by the **Contractor** and the **City**. The **Contractor** shall develop and provide an automated PM schedule to the **City** with sufficient lead time that the **City** can give seven to ten days' notice to the vehicle user. PM schedule notification, referencing both the department and unit number, shall be provided in writing to the designated Department representative. The **Contractor** will be responsible for all contact with departments regarding vehicle PM scheduling. The **City** that designated Department representatives and the vehicle and equipment operators will be responsible for keeping scheduled appointments for preventive maintenance. The **City** will work with the **Contractor** to assure all vehicles are made available for PMs when scheduled.

2.5 Performance

The timely performance of preventive maintenance is incumbent upon the **Contractor** for all fleet vehicles. It is incumbent upon the **Contractor** to schedule, notify and perform the scheduled preventive maintenance.

3. Repairs

The **Contractor** shall make specific repairs to vehicles and equipment that are identified through PM, by users, and by breakdown or malfunction. Repairs shall be made as required, limiting the nature and extent of repairs to those which are consistent with the age, mileage, and cost to repair criteria of good fleet maintenance. A standard repair timebook will be used by the **Contractor** for billing, and made available to the **City** for review. Every reasonable effort will be made to meet standard repair times.

3.1 Repair Limitations

Repairs estimated to exceed \$500.00 must be analyzed by the **Contractor** to determine the repair's cost effectiveness and be specifically approved in writing by the Assistant City Manager or his authorized designee.

3.2 Road Calls

The **Contractor** shall provide emergency road service calls, including towing service, for vehicles in the **City's** fleet. The **Contractor** shall have persons on call to expeditiously handle vehicle breakdowns. If towing is required, the vehicle, driver and passengers will be taken to a safe location. Towing charges will only be accepted for vehicle breakdowns and accident repair transportation.

3.3 Manufacturer's Warranty

The **Contractor** shall administer all manufacturer warranties, both for vehicles and parts, associated with management of this fleet. Such work will be reimbursed directly to the **Contractor** by the equipment manufacturer and the **City** will not be charged for such work. Payments and adjustments received by the **Contractor** for warranty work shall be credited to the **City's** account.

3.4 Contractor Warranty

The **Contractor** shall track and identify multiple repairs for the same deficiency on the same vehicle (warranty) and shall not include in the monthly statement costs for warranty work.

The **Contractor's** guidelines for re-work shall be lesser of

- a. Engine overhaul — 6 months or 6,000 miles
- b. Brake overhaul (non-emergency vehicle) — 12 months or 6,000 miles (excluding normal pad/rotor replacement)
- c. Tune up — 12 months or 6,000 miles
- d. General repair (excluding electronic components) — 12 months or 6,000 miles

3.5 Outside Repairs

The **Contractor** shall be responsible for arranging and managing the conduct of outside repairs that cannot be performed economically or expeditiously in-house; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing in-house repairs. These outside repairs may include bodywork and painting, glass replacement, transmission sealing and repair, radiator work, and such other work than can be utilized at minimum cost to the **City**. All responsibility (paperwork, invoicing, quality control, vehicle movement, vehicle security, etc.) shall be that of the **Contractor**, Subcontractor invoices will be accepted solely by the **Contractor**.

3.6. New Car Upfitting and Decommissioning.

The **Contractor** will prepare newly delivered and/or acquired vehicles for service. Preparation may include inspections, installation of special equipment and coordination of radio communications and computer installation by the designated radio/communications contractor. Up-fitting may include installation of safety equipment (fire extinguishers, and first aid kits), installation of trailer hitches and wiring; toolbox, safety lights, and radios if not installed by a radio provider. **Contractor** will affix City decals provided by the City;

install siren amps, siren speakers, and safety lighting (strobe, power supply, halogen, wig wags and switches), and safety cages.

3.7 Accident Administration

The **Contractor** will support the **City** with technical investigations associated with vehicle accidents, fires, or other similar events as requested. Contractor will be responsible for processing of accident repairs including appraisals, obtaining repair bids, transportation of vehicles to and from the repair site, perform quality inspection of repair work, Contractor will responsible for dispatching a tow truck if required to recover a vehicle that is unsafe to be driven safely to the garage.

EXHIBIT B
CLARIFICATION TO COST AND SCOPE OF SERVICES TO BE PROVIDED

The term “Cost of the Work” shall mean costs necessarily incurred by G4S Integrated Fleet Services, LLC (G4S) in the performance of their duties.

- A. The City and G4S agree that the following generally defines, but does not limit the costs to be reimbursed under this agreement.
1. Wages of workers directly employed by G4S to perform the work.
 2. Wages or salaries of G4S’s supervisory and administrative personnel when stationed at the site with the City’s approval.
 3. Costs paid or incurred by G4S for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits.
 4. Payment made by G4S to Subcontractors/Vendors in accordance with the requirements of the service provided.
 5. Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the work.
 6. That portion of insurance and bond premiums that can be directly attributed to this contract.
 7. Sales, use or similar taxes imposed by a governmental authority that are related to the work.
 8. Fees and assessments for permits, licenses and inspections for which G4S is required to pay.
 9. Legal, mediation and arbitration costs, including attorney’s fees, other than those costs arising from disputes between the City and G4S, that are reasonably incurred by G4S in the performance of the work and with the City’s prior approval; which approval shall not be unreasonably withheld; provided that no such costs may be included to the extent they arise out of the acts or omissions of G4S.
 10. Expenses incurred in accordance with G4S standard personnel policy for relocation and temporary living allowances of personnel required for the work, if such expenses are approved by the City.
 11. Other costs incurred in the performance of the work if, and to the extent, approved in advance in writing by the City.
 12. Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
 13. Costs of repairing or correcting damaged or nonconforming work executed by G4S, its subcontractors or suppliers, provided that such damaged or nonconforming work was not caused by negligence or failure to fulfill a specific responsibility and only to the extent that the cost of repair or correction is not recoverable by G4S from insurance sureties, subcontractors, or suppliers.
 14. Miscellaneous expenses such as supplies, uniforms, costs of drug screening and drug tests.
 15. Technician ASE training and certifications.
 16. All other costs approved in writing in advance by the City.

- B. The City and G4S agree that the cost of the following will not be included in the cost of the work.
 - 1. Salaries and other compensation of G4S's Corporate Officers.
 - 2. Primary occupancy expenses of G4S's principal office.

- C. The City hereby agrees to furnish the following to G4S or its employees assigned to the work:
 - 1. Office space for G4S's onsite management in the Facility as defined in the Agreement;
 - 2. Office furniture for G4S's onsite management as specified in the City's Equipment Inventory as defined in the Agreement;
 - 3. Telephone for onsite management's office, as part of the City's telephone system;
 - 4. Vehicles for G4S's employees, as required, for the work only to the extent specifically listed in the City's Equipment Inventory; and
 - 5. Cellular telephone, pager and radios for employees, as required, for the work only to the extent specifically listed in the City's Equipment Inventory.

EXHIBIT C

1. General Indemnification

Contractor agrees to indemnify, defend, and hold City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by any person or persons, including agents or employees of Contractor or City, by reason of death or injury to persons, or loss or damage to property, resulting from or arising out of, the violation of any law or regulation or in any manner attributable to any act of commission, omission, negligence or fault of its agents or employees, or the joint negligence of any other entity, as a consequence of its execution or performance of this Agreement or sustained in or upon the premises, or as a result of anything claimed to be done or admitted to be done by Contractor hereunder. This indemnification shall survive the term of this Agreement as long as any liability could be asserted. Nothing herein shall require Contractor to indemnify, defend or hold harmless any indemnified party for the indemnified party's own negligence.

2. General Insurance Conditions

The following conditions shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Agreement.

2.1. Satisfactory Companies

Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

2.2. Named Insureds & Loss Payable Endorsements

All insurance policies required herein shall be drawn in the name of Contractor, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds. For Fire and Extended Coverage on buildings and improvements, all policies shall have loss payable endorsements for both Parties according to their respective interests.

2.3. Waiver of Subrogation

Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

2.4. Certificates of Insurance

At or before the time of execution of this Agreement, Contractor shall furnish City's Finance Director with certificates of insurance as evidence that all of the policies required

herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. Contractor shall notify City immediately upon receipt of notice (and in any event not less than fifteen days in advance) in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Contractor shall immediately provide written notice to City's Finance Director upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance, notices of cancellations, terminations or alterations shall be furnished to City's Finance Director at City Hall, 1001 East Elizabeth Street, Brownsville, TX 78520.

2.5. Contractor's Liability

The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of the indemnification provisions of this Agreement. Contractor's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

3. Types and Amounts of Insurance Required

Contractor shall obtain and continuously maintain in full effect at all times during the term hereof, at Contractor's sole expense, insurance coverages as follows with limits not less than those set forth below. Any coverages that are property specific shall be deemed to apply to the Facility located at 6035 Jaime J. Zapata Avenue, Brownsville, Texas:

3.1 Fire and Extended Coverage

This policy shall provide coverage upon all buildings and leasehold improvements now or hereafter situated at the Facility in an amount equal to the full insurable value of said buildings and improvements.

3.2. Commercial General Liability

This policy shall be a comprehensive occurrence-type policy and shall protect the Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Contractor's employees) and damage to property of the City or others arising out of the act of omission of the Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Agreement entitled "Indemnification", including lease liability, completed operations, products, liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage shall be as follows:

\$1,000,000	General Aggregate
\$1,000,000	Each Occurrence

3.3. Environmental Policy

This policy shall protect Contractor and the additional insureds, against all claims for environmental injury or damage arising out of Contractor's use of the Leased premises during the term of the Lease or any extension term, and shall, include but not be limited to coverage for any claim under CERCLA, or any and all other state of federal environmental law.

\$ 3,000,000 General Aggregate
\$1,000,000 Per Occurrence

3.4 Garage Keepers Liability

This coverage shall protect Contractor and the additional insureds, against all such claims arising at the Facility while operated by Contractor.

\$1,000,000 General Aggregate
\$1,000,000 Per Occurrence

3.5 Automobile Liability

This coverage shall protect Contractor and the additional insureds, against all claims for injury or property damage associated with use of automobiles, and shall cover all automobiles owned, or otherwise that shall be used by Contractor and any of its employees, agents, subcontractors or assigns on City property in connection with the Agreement.

Bodily Injury: \$1,000,000 Each Person
 \$1,000,000 Each Occurrence
Property Damage \$1,000,000 Each Occurrence

3.6 Workers Compensation Coverage

Workers' compensation coverage shall be maintained for not less than the Texas Statutory Limits.



G4S Integrated Fleet Services, Inc
4800 Overton Plaza, Ste 350
Fort Worth, TX 76109

Telephone: 817.377.5846
Fax: 817.377.5897
Email: kevin.ingley@g4s-is.com

January 8, 2015

Adolfo Perales
PO Box 911
Brownsville, TX 78520

Subject: Assignment and Assumption

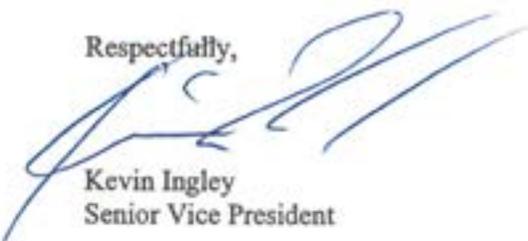
Dear Mr. Perales:

We previously communicated to you that we intended to change the name of G4S Integrated Fleet Services, LLC. However, after careful consideration, we decided it would be better if we assigned the contracts from G4S Integrated Fleet Services, LLC up to its parent company, Centerra Integrated Services, LLC (Fed Tax ID #33-0379048). This still results in changing the brand from G4S to Centerra, but this method removes a layer and simplifies the process. This assignment will not affect service, management, operations, or personnel.

Please find the attached Assignment and Assumption Agreement, with a Consent to Assignment. We ask that you please sign and return the Consent to Assignment to me at your earliest convenience, and please let me know if there is anything else you need from me to recognize this in the contract.

If you have any questions or concerns, please do not hesitate to contact the undersigned at (817) 377-5846, or via e-mail at kevin.ingley@g4s-is.com.

Respectfully,



Kevin Ingley
Senior Vice President

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into as of the 8th day of January, 2015 (the "Effective Date") by and between G4S INTEGRATED FLEET SERVICES, LLC, a Nevada limited liability company ("Assignor") and its parent, CENTERRA INTEGRATED SERVICES, LLC, a Delaware limited liability company ("Assignee").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto promise and agree as follows:

1. As of the Effective Date, Assignor assigns, transfers, and conveys to Assignee all of the Assignor's right, title, and interest in, to, and under the following described contract (hereinafter, the "Contract"):

The Fleet Maintenance Agreement, entered into by and between Assignor and the City of Brownsville, Texas.

2. Assignee hereby (a) accepts the assignment of the Contract, and (b) agrees to assume, keep, perform, discharge, and fulfill all terms, conditions, covenants, and obligations required of Assignor under the Contract to be performed or satisfied on or after the Effective Date.
3. Except as set forth in *Section 2* above, Assignee assumes no debit, liability, or obligation of Assignor of any kind or nature.
4. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, provided that all such counterparts, in the aggregate, shall contain the signatures of all parties hereto. A facsimile of a signature of a party to this Agreement shall be considered a valid legal substitute for its original until such time as the original said signature has been obtained.
5. Assignee warrants that all work assignments requested of Assignor will be completed by Assignee in accordance with the terms and conditions of the Contract.
6. Assignee agrees to assume the rights of Assignor to receive service orders under the Contract.

IN WITNESS WHEREOF, Assignee and Assignor have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:
G4S INTEGRATED FLEET SERVICES, LLC

By: _____

Name: Jean F. Burleson
Title: President

ASSIGNEE:
CENTERRA INTEGRATED SERVICES, LLC

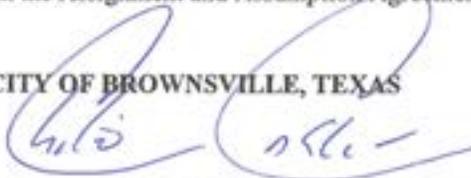
By: _____

Name: Kevin Ingley
Title: Senior Vice President

CONSENT TO ASSIGNMENT

The City of Brownsville, Texas (the "City") hereby consents and agrees to the terms of the foregoing Assignment and Assumption Agreement. The City hereby recognizes Assignee as Assignor's successor in interest in and to the Contract, and agrees that, by virtue of the Assignment and Assumption Agreement, to which this Consent is attached, (a) Assignee is entitled to all of the rights, titles, and interests of Assignor, (b) Assignee assumes all of the obligations of Assignor, and (c) Assignor is released from the obligations in, to and under the Contract as if Assignee was an original party to the Contract. Following the Effective Date of the Assumption and Assignment Agreement, all references to Assignor, as used in the Contract, shall be deemed to refer to Assignee as if it were an original party to the Contract. The undersigned individual represents and warrants that he or she is authorized by the City to execute and deliver this Consent to Assignment. Any capitalized term used but not defined in this Consent to Assignment shall be as defined in the Assignment and Assumption Agreement.

THE CITY OF BROWNSVILLE, TEXAS

By: 
Adolfo Perales

Title: City Manager

Date: 2/12/15

Approved as to legality of form this 21 day of Jan, 2015
Name: _____
Title: _____
Office of the City Attorney
1001 E. Elizabeth St.
Brownsville, TX 78520
(956) 548-6011 Phone
(956) 546-4291 Fax



Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Centerra Integrated Services, LLC	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) 7121 Fairway Drive Suite 301 City, state, and ZIP code Palm Beach Gardens, FL 33418-3766	List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] - [] - []	[] [] []
Employer identification number	
3 3 - 0 3 7 9 0 4 8	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Bruce James Sr Tax Analyst* Date ▶ *12/4/14*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

RIDER

To be attached to and form part of:

Bond Number 024051936
dated 4/1/2013

issued by the LIBERTY MUTUAL INSURANCE COMPANY
in the amount of \$3,000,000.00

on behalf of G4S INTEGRATED FLEET SERVICES LLC
(Principal)

and in favor of CITY OF BROWNSVILLE
(Obligee)

Now therefore, it is agreed that in consideration of the premium charged, the attached bond shall be amended as follows:

The principal name shall be amended:

FROM: G4S INTEGRATED FLEET SERVICES LLC

TO: CENTERRA INTEGRATED SERVICES, INC

It is further understood and agreed that all other terms and conditions of this bond shall remain unchanged.

This Rider is to be Effective this 8th day of January, 2015.

Signed, Sealed & Dated this 16th day of February, 2015.

CENTERRA INTEGRATED SERVICES, INC

By: _____
(Principal)

Jean (John) F. Burleson
President
Centerra Integrated Services

LIBERTY MUTUAL INSURANCE COMPANY
(Surety)

By: _____
B. Aleman, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On FEB 16 2015 before me, Edward C. Spector, Notary Public, personally appeared B. Aleman who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

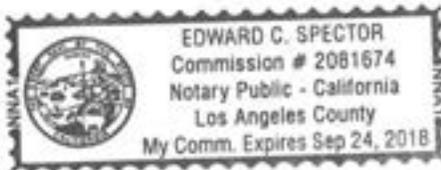
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Edward C. Spector, Notary Public



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6639296

American Fire and Casualty Company
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Ashraf Elmasry; B. Aleman; Daravy Mady; Edward C. Spector; James Ross; KD Conrad; Kristine Mendez; Lisa K. Crail; Marina Tapia; Misty Wright; Nathan Varnold; Paul Rodriguez; Simone Gerhardt; Tracy Aston

all of the city of Los Angeles, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 11th day of July, 2014



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA §
COUNTY OF MONTGOMERY

On this 11th day of July, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this FEB 16 2015 day of _____, 2015.



By: Gregory W. Davenport
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

AGREEMENT FOR FLEET MANAGEMENT SERVICES

THIS AGREEMENT is made this 1ST day of April, 2016, by and between the City of Brownsville, a Texas municipality, whose address is 1001 East Elizabeth Street, Brownsville, Texas 78520 (“**City**”), and **Centerra Integrated Services, LLC**, a Nevada corporation, whose address is 4800 Overton Plaza, Suite 380, Fort Worth, TX 76109 (“**Contractor**”).

WITNESSETH:

WHEREAS, City desires to retain Contractor as an independent contractor to perform the fleet maintenance services; and

WHEREAS, Contractor has the ability to timely perform the fleet maintenance services and is willing to perform such services according to the terms more particularly set forth herein in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. **Engagement of Contractor.** City hereby retains Contractor, and Contractor hereby accepts engagement by City upon the terms and conditions set forth in this Agreement.
2. **Term.** The duration of the Contract will be from 4-1-2016 to 03/31/2019, for thirty six (36) months. Further, this Contract may be renewed, expanded and extended by mutual agreement of an additional **one (1) renewal period of three (3) years**, provided that the funds for subject contract are available and an operating budget is approved by the City and Contractor and that the Contractor has established a satisfactory record of performance. This Agreement can be extended, upon expiration of the three renewal periods, month-to-month on thirty (30) days written notice by the City to the Contractor, for up to six months, unless a longer period is agreed in writing by the Contractor and the City.
3. **Services to be performed.**

(a) The parties agree that the Contractor’s compensation shall be in accordance with this Agreement, the Scope of Services attached hereto and incorporated herein by reference as Exhibit “A,” and the Clarifications to Cost and Scope of Services to be provided attached hereto and incorporated herein by reference as Exhibit “B.” In conformance with Exhibit “B”, the City shall compensate Contractor for the cost of work associated with the performance of the Scope of Services listed in Exhibit “B” and for current and additional staff, equipment, and materials at a rate equal to the Contractor’s Cost of the Work as defined in Exhibit “B” plus Six percent (6.0%) for general and administrative overhead and an additional Four percent (4%) fee. The total combined general and administrative overhead and fee will not exceed \$318,000.00 in the first year for the 837 total vehicles/equipment consisting of the units listed in R.F.P. No. MMS-02-1013 **and any additional units added after 3-31-16**. The general and administrative overhead and fee not to exceed “cap” will be subject to negotiation for subsequent contract years. Support services and emergency management

services contained in this agreement will remain in effect unless changed through subsequently amended in writing and duly signed by both Parties.

(b) From time to time the City may request that Centerra make special purchases, which falls outside the "Scope of Services to be provided" and shall not be a part of the contract "cap" and shall not impact the cap calculations. These requests shall be in writing from the CLO and shall be handled on a case by case basis. These special purchases shall be invoiced to the City for reimbursement at the time of the purchase. Centerra shall be reimbursed within ten (10) days of receipt of the invoice at cost, plus an additional two percent (2.0%) fee. These request shall be in writing and approved only by City of Brownsville City Manager.

4. **Invoicing for Services Performed.** Contractor will invoice City during the first (3) three weeks of each month for services performed in the prior month. The invoice will include a fully-detailed account of the prior month's activities as well as the general overhead and administrative charges referenced herein.

5. **Independent Contractor.** Contractor agrees that Contractor is an independent contractor and that neither Contractor nor Contractor's agents or employees are, or shall be deemed to be, agents or employees of the City for any purpose. Contractor shall have no authorization, express or implied, to bind the City to any agreement, liability, or understanding. The parties agree that Contractor, its agents and employees will not become employees of the City, nor be entitled to any employee benefits from City as a result of the execution of this Agreement.

6. **Fleet Services Facility.**

(a) Use and Maintenance. The work under this Agreement is to be performed in the City - owned facility located at 6035 Jaime J. Zapata Avenue, Brownsville (hereinafter the "Facility") which shall be provided to the Contractor for its use while this Contract is in effect for \$1 per year in accordance with this agreement. The Facility shall remain the property of the City. The City will provide and pay for the gas, electricity, water, and sewer service to the Facility. The City will provide a working phone system for the Contractor's use on this contract with the Contractor being responsible for all long distance charges. The City is also responsible for all- necessary repairs, maintenance, renovations and replacements to the Facility and all systems and components thereof, including compliance with all applicable governmental rules and regulations, unless necessitated by the Contractor's negligence or intentional misuse by Contractor's employees or agents. The Contractor shall be responsible for interior housekeeping, janitorial maintenance and supplies. The Contractor shall also be responsible for ground maintenance. The Contractor shall not engage in a course of conduct which is so disruptive and destructive that damage results for which improvements or repairs must be made. The City does not warrant that the soil and any ground water under the facilities is not contaminated with any regulated substance or hazardous waste and that regulated substances or hazardous wastes have not been and are not now being treated, stored, or disposed of on the Facility in violation of existing

federal, state, or local requirements. The City further agrees to complete and deliver to the Contractor, within ten (10) days of final execution of the Agreement, a Disclosure Statement in form and substance acceptable to the Contractor. The City shall be responsible for any environmental damage, fines, penalties, clean-up costs, and any other costs, including, but not limited to, third party liability, that may arise from leaks, seepage, or spills occurring in connection with the storage or dispensing of regulated substances or hazardous wastes at the Facility to the extent such items arise from actions or omissions that occurred prior to the execution of this Agreement. Contractor shall be responsible for any environmental damage, fines, penalties, clean-up costs, and any other costs, including but not limited to, third party liability, that may arise from leaks, seepage or spills occurring in connection with the storage or dispensing of regulated substances or hazardous wastes at the Facility to the extent such arise from actions or omissions that occur after the execution of this Agreement.

(b) Security. The Contractor may change the lock cylinders on any or all of the maintenance facilities and equipment leased for the duration of the Agreement. The Contractor shall immediately upon making such change provide duplicate keys to the CLO. The CLO shall make duplicate keys available to any personnel he deems necessary, such as the Chief of Police and the Fire Chief, and shall notify Contractor in writing of any persons who are given duplicate keys. The Contractor shall be responsible for the security of the Facility and all equipment once locks have been changed. In the event of loss of, or damage to the facility or equipment due to the actions or omissions of Contractor, its agents or employees, the Contractor shall replace or repair any such damage with insurance proceeds and/or reimburse the City in an amount covering such loss or damage.

7. Shop Equipment.

(a) Existing City-owned Equipment. **The City shall provide shop equipment and City owned equipment (specifically limited to 2 vehicles only) for use by the Contractor's Project Manager and Fuel Administrator,** which shall be specifically identified in the inventory in accordance with the City's inventory list as determined by an audit conducted jointly by the Parties prior to the commencement of operation by Contractor hereunder. At the commencement of operation, the Contractor shall determine which City-supplied equipment is operable and shall provide the City with a list of such equipment within ten days of commencing operation. Thereafter the Contractor shall be obligated to maintain such equipment in the condition in which it was entrusted to Contractor, reasonable wear and tear excepted and such equipment shall remain at the Facility upon termination of this Agreement. The Contractor shall furnish all hand tools, equipment, and supplies needed to maintain the fleet consistent with good fleet management practice.

(b) Additional Shop Equipment. The Contractor will purchase any additional shop equipment needed to maintain the fleet consistent with good fleet management and maintenance practice. The decision to purchase additional equipment shall be made by mutual written agreement between the Parties and will include a written report from

Contractor to City of the description, serial and other numbers of the equipment, date of purchase as well as a description of any equipment to be traded or otherwise disposed of. The cost of all equipment purchased for this Agreement will be amortized over the remaining life of the Agreement. Should this Agreement terminate before the equipment has been fully amortized, the City will purchase said equipment from the Contractor at the amortized value remaining on such equipment. For purposes of this Section, any agreement to purchase additional equipment must be signed by the CLO on behalf of the City and by Project Manager (name and title) on behalf of Contractor.

8. **Warranty.** Contractor warrants that services performed under this Agreement will be performed in a manner consistent with the professional standards governing such services.

9. **Interruptions.** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

10. **Notices.** Any notice required to be given under this Agreement shall be in writing and shall be mailed or delivered to the other party at that party's address as stated above.

11. **Compliance.** This Agreement and the provision of services hereunder shall be subject to the laws of Texas and be in accordance with the policies, procedures, and practices of City.

12. **Entire Agreement/Modifications.** This Agreement contains the entire agreement between the parties with respect to the subject matter contained in this Agreement. This instrument supersedes all prior negotiation, representation, and understanding or agreements with respect to the subject matter contained in this Agreement. This Agreement may be changed or supplemented only by a written instrument signed by both parties.

13. **Severability.** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

14. **Assignment.** This Agreement and any rights, duties and obligations hereunder may not be assigned without the prior written consent of all of the parties hereto and in the event of an attempted assignment by one party to this Agreement without the express prior written consent of all other parties, such attempted assignment shall be void and without effect.

15. **Binding effect.** This Agreement shall be binding upon and inure solely to the benefit of the parties hereto, and their respective successors, employees, legal representatives, and permitted assigns, and no other person shall have any legal or equitable rights,

remedies, or claims under or in respect of or by virtue of this Agreement or any provision herein contained.

16. **Choice of Law/Venue.** This Agreement is governed by and construed in accordance with the laws of the State of Texas. Venue for any action brought under, or arising out of this Agreement shall be in Cameron County, Texas.

17. **Remedies.** The remedies provided to the parties by this Agreement are not exclusive or exhaustive, and are in addition to any other remedies the parties may have.

18. **Attorneys' Fees and Costs.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

19. **Insurance and Indemnification.** Contractor shall comply with the provisions in the Insurance and Indemnification Form attached hereto as Exhibit "C."

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year written above.

City Clerk

By: _____
City Manager

APPROVED AS TO FORM

**CONTRACTOR:
Centerra Integrated Services, LLC**

By: _____

Print Name: _____

Title: _____

Date: _____

STATE OF TEXAS)
)
CITY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ of Centerra Integrated Services, LLC, who is personally known to me or has produced

_____ as identification, and acknowledged execution of the foregoing Agreement as the proper official of Centerra Integrated Services, LLC for the use and purposes mentioned in it and affixed the official seal of the corporation and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at and in the State and City Aforesaid on this ____ day of _____

NOTARY PUBLIC

EXHIBIT B SCOPE OF
SERVICES

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

1. Statement Of Work The Contractor will:

- Provide scheduled preventive maintenance, remedial repairs, towing, parts inventory acquisition and management, and other associated fleet management services required to ensure the continuity of effective and economical operation of the **City** vehicles.
- Furnish all necessary supervision, labor, parts, supplies and sub-contract work required to maintain the fleet in a state-of-repair and service consistent with generally accepted industry fleet practices and as more specifically defined in this scope of work.
- Provide and maintain a permanent, detailed, automated record system for each vehicle and vehicle category in order to provide a basis for optimum fleet management and provide detailed maintenance and operating information for the **City**.
- **Supply reports in a timely fashion at the request of the City. The City reserves the right to request reports regarding any aspect of the operation of the Service Center at any time.**

1.1 Hours of Service

The shop(s) shall normally be open from 7:00 am to 8:00 pm, Monday through Friday and 7:00 am to 3:30 pm on Saturdays & Sundays; the facility may be open for additional time at respondent's discretion. Vehicles and equipment shall be accepted for service during these hours of operation.

1.2 Security

The **Contractor shall** also provide for security of the **City's** vehicles and equipment while in the **Contractor's** possession for maintenance or repair.

2. Preventive Maintenance (PM)

A Preventive Maintenance (PM) program will be established for all vehicles. The PM program will be designed in accordance with recognized industry standard fleet management practices and will meet the terms and conditions necessary to comply with the original equipment manufacturers (OEM) specifications, or other specific warranties and recommendations. At a minimum, the **Contractor must** perform a preventive maintenance inspection on each vehicle and piece of equipment every 3,000 miles or three months of service, whichever occurs first. Contractor shall be responsible for downloading and/or manually entering data as necessary to routinely update PM schedules and usage information.

Although subject to change as agreed by the **Contractor** and the **City**, the PM work will meet the following minimum requirements:

2.1 PM-A

Perform Items 1-10 every PM interval, using OEM specified Severe Duty Service Requirements

1. Safety Checklist

- a. Tires-record tread depth of all tires — a minimum of 3/32 tread depth shall be maintained (5/32 for emergency and essential vehicles)
- b. Lights-exterior and interior lights and gauges
- c. Windshield Wipers
- d. Fluid levels
- e. Battery and charging system; also clean terminals and check cables
- f. Heating/air-conditioning system
- g. Exhaust system and exhaust hangers and clamps
- h. Steering and suspension
- i. Frame, cross members and body joints
- j. Drive Shaft/U-joints
- k. Seatbelts
1. Windshield, windows and mirrors

2. Inspect critical components (hoses, belts, etc.) replace any worn or damaged components).
3. Inspect vehicle appearance (look for body damage, rust, interior condition, etc.)
4. Engine oil and oil filter — change and oil sample
5. Lubricate chassis, hinges, locks, etc.
6. Emission controls — service
7. Brake Inspection — per manufacturer's recommendation based on type of vehicle (3,000 miles on police cruisers)
8. Cooling system (service if needed)
9. Starter/charging system (check and repair or replace deficient components)
10. Inspect air cleaner element and replace, if needed

2.2 PM-C

Perform Items 1-5, in addition to items **1-10** in PM-A, every fourth PM interval.

1. Tires — rotate and balance
2. Front wheel bearings — service

3. Scope engine
4. Automatic transmission service which includes adjustment, fluid and filter change.

2.3 Routine Maintenance and Repair

Perform repairs as required; road test and correct deficiencies.

2.4 Scheduling

PM activities should interfere minimally with the operator's normally required work schedule. Therefore, vehicle and equipment preventive maintenance (PM) should be scheduled at times mutually agreed upon by the **Contractor** and the **City**. The **Contractor** shall develop and provide an automated PM schedule to the **City** with sufficient lead time that the **City** can give seven to ten days' notice to the vehicle user. PM schedule notification, referencing both the department and unit number, shall be provided in writing to the designated Department representative. The **Contractor** will be responsible for all contact with departments regarding vehicle PM scheduling. The **City** that designated Department representatives and the vehicle and equipment operators will be responsible for keeping scheduled appointments for preventive maintenance. The **City** will work with the **Contractor** to assure all vehicles are made available for PMs when scheduled.

2.5 Performance

The timely performance of preventive maintenance is incumbent upon the **Contractor** for all fleet vehicles. It is incumbent upon the **Contractor** to schedule, notify and perform the scheduled preventive maintenance.

3. Repairs

The **Contractor** shall make specific repairs to vehicles and equipment that are identified through PM, by users, and by breakdown or malfunction. Repairs shall be made as required, limiting the nature and extent of repairs to those which are consistent with the age, mileage, and cost to repair criteria of good fleet maintenance. A standard repair time book will be used by the **Contractor** for billing, and made available to the **City** for review. Every reasonable effort will be made to meet standard repair times.

3.1 Repair Limitations

Repairs estimated to exceed \$500.00 must be analyzed by the **Contractor** to determine the repair's cost effectiveness and be specifically approved in writing by the Assistant City Manager or his authorized designee.

3.2 Road Calls

The **Contractor** shall provide emergency road service calls, including towing service, for vehicles in the **City's** fleet. The **Contractor** shall have persons on call to expeditiously handle vehicle breakdowns. If towing is required, the vehicle, driver and passengers will be taken to a safe location. Towing charges will only be accepted for vehicle breakdowns and accident repair transportation.

3.3 Manufacturer's Warranty

The **Contractor** shall administer all manufacturer warranties, both for vehicles and parts, associated with management of this fleet. Such work will be reimbursed directly to the **Contractor** by the equipment manufacturer and the **City** will not be charged for such work. Payments and adjustments received by the **Contractor** for warranty work shall be credited to the **City's** account.

3.4 Contractor Warranty

The **Contractor** shall track and identify multiple repairs for the same deficiency on the same vehicle (warranty) and shall not include in the monthly statement costs for warranty work.

The **Contractor's** guidelines for re-work shall be lesser of

- a. Engine overhaul — 6 months or 6,000 miles
- b. Brake overhaul (non-emergency vehicle) — 12 months or 6,000 miles (excluding normal pad/rotor replacement)
- c. Tune up — 12 months or 6,000 miles
- d. General repair (excluding electronic components) — 12 months or 6,000 miles

3.5 Outside Repairs

The **Contractor** shall be responsible for arranging and managing the conduct of outside repairs that cannot be performed economically or expeditiously in-house; and shall be responsible for continued review of the need for specific outside repairs as opposed to performing in-house repairs. These outside repairs may include bodywork and painting, glass replacement, transmission sealing and repair, radiator work, and such other work than can be utilized at minimum cost to the **City**. All responsibility (paperwork, invoicing, quality control, vehicle movement, vehicle security, etc.) shall be that of the **Contractor**, Subcontractor invoices will be accepted solely by the **Contractor**.

3.6. New Car Up-fitting and De-commissioning.

The **Contractor** will prepare newly delivered and/or acquired vehicles for service. Preparation may include inspections, installation of special equipment and coordination of radio communications and computer installation by the designated radio/communications contractor. Up-fitting may include installation of safety equipment (fire extinguishers, and first aid kits), installation of trailer hitches and wiring; toolbox, safety lights, and radios if not installed by a radio provider. **Contractor** will affix City decals provided by the City;

Install siren amps, siren speakers, and safety lighting (strobe, power supply, halogen, wig wags and switches), and safety cages.

3.7 Accident Administration

The **Contractor** will support the **City** with technical investigations associated with vehicle accidents, fires, or other similar events as requested. Contractor will be responsible for processing of accident repairs including appraisals, obtaining repair bids, transportation of vehicles to and from the repair site, perform quality inspection of repair work, Contractor will responsible for dispatching a tow truck if required to recover a vehicle that is unsafe to be driven safely to the garage.

EXHIBIT B
CLARIFICATION TO COST AND SCOPE OF SERVICES TO BE PROVIDED

The term “Cost of the Work” shall mean costs necessarily incurred by Centerra Integrated Services, LLC (Centerra) in the performance of their duties.

- A. The City and Centerra agree that the following generally defines, but does not limit the costs to be reimbursed under this agreement.
1. Wages of workers directly employed by Centerra to perform the work.
 2. Wages or salaries of Centerra’s supervisory and administrative personnel when stationed at the site with the City’s approval.
 3. Costs paid or incurred by Centerra for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits.
 4. Payment made by Centerra to Subcontractors/Vendors in accordance with the requirements of the service provided.
 5. Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the work.
 6. That portion of insurance and bond premiums that can be directly attributed to this contract.
 7. Sales, use or similar taxes imposed by a governmental authority that are related to the work.
 8. Fees and assessments for permits, licenses and inspections for which Centerra is required to pay.
 9. Legal, mediation and arbitration costs, including attorney’s fees, other than those costs arising from disputes between the City and Centerra, that are reasonably incurred by Centerra in the performance of the work and with the City’s prior approval; which approval shall not be unreasonably withheld; provided that no such costs may be included to the extent they arise out of the acts or omissions of Centerra.
 10. Expenses incurred in accordance with Centerra standard personnel policy for relocation and temporary living allowances of personnel required for the work, if such expenses are approved by the City.
 11. Other costs incurred in the performance of the work if, and to the extent, approved in advance in writing by the City.
 12. Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
 13. Costs of repairing or correcting damaged or nonconforming work executed by Centerra, its subcontractors or suppliers, provided that such damaged or nonconforming work was not caused by negligence or failure to fulfill a specific responsibility and only to the extent that the cost of repair or correction is not recoverable by Centerra from insurance sureties, subcontractors, or suppliers.
 14. Miscellaneous expenses such as supplies, uniforms, costs of drug screening and drug tests.
 15. Technician ASE and EVT training and certifications.
 16. All other costs approved in writing in advance by the City.

- B. The City and Centerra agree that the cost of the following will not be included in the cost of the work.
1. Salaries and other compensation of Centerra's Corporate Officers.
 2. Primary occupancy expenses of Centerra's principal office.
- C. The City hereby agrees to furnish the following to Centerra or its employees assigned to the work:
1. Office space for Centerra's onsite management in the Facility as defined in the Agreement;
 2. Office furniture for Centerra's onsite management as specified in the City's Equipment Inventory as defined in the Agreement;
 3. Telephone for onsite management's office, as part of the City's telephone system;
 4. Vehicles for Centerra's employees, as required, for the work only to the extent specifically listed in the City's Equipment Inventory; and
 5. Cellular telephone, pager and radios for employees, as required, for the work only to the extent specifically listed in the City's Equipment Inventory.

EXHIBIT C

1. General Indemnification

Contractor agrees to indemnify, defend, and hold City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees free and harmless from and against any and all claims, demands, proceedings, suits, judgments, costs, penalties, fines, damages, losses, attorneys' fees and expenses asserted by any person or persons, including agents or employees of Contractor or City, by reason of death or injury to persons, or loss or damage to property, resulting from or arising out of, the violation of any law or regulation or in any manner attributable to any act of commission, omission, negligence or fault of its agents or employees, or the joint negligence of any other entity, as a consequence of its execution or performance of this Agreement or sustained in or upon the premises, or as a result of anything claimed to be done or admitted to be done by Contractor hereunder. This indemnification shall survive the term of this Agreement as long as any liability could be asserted. Nothing herein shall require Contractor to indemnify, defend or hold harmless any indemnified party for the indemnified party's own negligence.

2. General Insurance Conditions

The following conditions shall apply to all insurance policies obtained by Contractor for the purpose of complying with this Agreement.

2.1. Satisfactory Companies

Coverage shall be maintained with insurers and under forms of policies satisfactory to City and with insurers licensed to do business in Texas.

2.2. Named Insureds & Loss Payable Endorsements

All insurance policies required herein shall be drawn in the name of Contractor, with City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds. For Fire and Extended Coverage on buildings and improvements, all policies shall have loss payable endorsements for both Parties according to their respective interests.

2.3. Waiver of Subrogation

Contractor shall require its insurance carrier(s), with respect to all insurance policies, to waive all rights of subrogation against City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees.

2.4. Certificates of Insurance

At or before the time of execution of this Agreement, Contractor shall furnish City's Finance Director with certificates of insurance as evidence that all of the policies required

herein are in full force and effect and provide the required coverages and limits of insurance. All certificates of insurance shall clearly state that all applicable requirements have been satisfied. Contractor shall notify City immediately upon receipt of notice (and in any event not less than fifteen days in advance) in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Contractor shall immediately provide written notice to City's Finance Director upon receipt of notice of cancellation of any insurance policy, or of a decision to terminate or alter any insurance policy. Certificates of insurance, notices of cancellations, terminations or alterations shall be furnished to City's Finance Director at City Hall, 1001 East Elizabeth Street, Brownsville, TX 78520.

2.5. Contractor's Liability

The procurement of such policy of insurance shall not be construed to be a limitation upon Contractor's liability or as a full performance on its part of the indemnification provisions of this Agreement. Contractor's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Contractor to maintain adequate coverage shall not relieve Contractor of any contractual responsibility or obligation.

3. Types and Amounts of Insurance Required

Contractor shall obtain and continuously maintain in full effect at all times during the term hereof, at Contractor's sole expense, insurance coverages as follows with limits not less than those set forth below. Any coverages that are property specific shall be deemed to apply to the Facility located at 6035 Jaime J. Zapata Avenue, Brownsville, Texas:

3.1 Fire and Extended Coverage

This policy shall provide coverage upon all buildings and leasehold improvements now or hereafter situated at the Facility in an amount equal to the full insurable value of said buildings and improvements.

3.2. Commercial General Liability

This policy shall be a comprehensive occurrence-type policy and shall protect the Contractor and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than the Contractor's employees) and damage to property of the City or others arising out of the act of omission of the Contractor or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Contractor under the paragraph of this Agreement entitled "Indemnification", including lease liability, completed operations, products, liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage shall be as follows:

\$1,000,000	General Aggregate
\$1,000,000	Each Occurrence

3.3. Environmental Policy

This policy shall protect Contractor and the additional insureds, against all claims for environmental injury or damage arising out of Contractor’s use of the Leased premises during the term of the Lease or any extension term, and shall, include but not be limited to coverage for any claim under CERCLA, or any and all other state of federal environmental law.

\$ 3,000,000 General Aggregate
\$1,000,000 Per Occurrence

3.4 Garage Keepers Liability

This coverage shall protect Contractor and the additional insureds, against all such claims arising at the Facility while operated by Contractor.

\$1,000,000 General Aggregate
\$1,000,000 Per Occurrence

3.5 Automobile Liability

This coverage shall protect Contractor and the additional insureds, against all claims for injury or property damage associated with use of automobiles, and shall cover all automobiles owned, or otherwise that shall be used by Contractor and any of its employees, agents, subcontractors or assigns on City property in connection with the Agreement.

Bodily Injury: \$1,000,000 Each Person
 \$1,000,000 Each Occurrence
Property Damage \$1,000,000 Each Occurrence

3.6 Workers Compensation Coverage

Workers’ compensation coverage shall be maintained for not less than the Texas Statutory Limits.

APPENDIX A

A-1 Accidents

Centerra Integrated Services will be responsible for processing accident repairs including appraisals, obtaining repair quotes, transportation of vehicle to/from repair site, repair quality and timeliness, and administration, including the payment of invoices. Centerra Integrated Services will obtain at least three (3) competitive quotes for each accident repair for review and approval by the City representatives. Insurance settlement proceeds will be paid directly to the City.

A-2 Reporting

Centerra Integrated Services will provide a complete audit trail of all costs incurred under this contract. Centerra Integrated Services' General Manager will maintain the following contract data in addition to the reports:

- Copy of all service requests and completed work orders
- Vehicle History folder to include copies of all work orders executed on the vehicle, all initial vehicle purchase and identification data, accident/abuse reports, etc.
- PM schedule and PM forms listing specific inspection criteria
- Work (repair) orders itemizing all parts, labor and subcontract services performed on the vehicle to include vehicle ID, department, mileage, time/date of service, as well as any technician's notes recorded during the repair process.
- Daily log showing the shop activity for the purpose of work order control and vehicle status/disposition tracking.
- Time cards and payroll records to substantiate all labor charges and employee time.

A-3 Records

Centerra Integrated Services will keep all records and make them available to authorized City representatives. This includes all electronic data, files, unit folders, hard disks, records, correspondence, etc. Upon request, Centerra Integrated Services will provide cost verification data.

A-4 Files

A hard copy history folder will be maintained for each vehicle. This folder will contain, in chronological order, all work orders generated on the vehicle, as well as the vehicle's make, model, year, serial number. Centerra Integrated Services understands that all electronic data shall be owned by the City, and that City representatives will have access to this data any time during the term of the contract. **Read only access into our FASTER FMIS, shall be granted to an authorized City representative, upon request.**

A-5 Weekly Report

Centerra Integrated Services will prepare weekly reports for delivery to the City before noon each Monday, summarizing the previous week's activity. Upon approval from the City's Fleet Representative, Centerra Integrated Services will provide a weekly report to include the following information from the previous weeks' activities plus any additional information as requested by the Contracting Officer.

- Repair activity by department
- Status report on vehicles out of service more than (7) seven days
- Situation Report concerning problems with maintenance and/or personnel

A-6 Monthly Report

Centerra Integrated Services will provide a consolidated monthly management report to the City on or before the 10th calendar day of each month. This report will contain items including:

- A listing of vehicles not delivered for scheduled preventive maintenance, including department name
- Maintenance costs for the predicted repairs
- Maintenance costs for the un-predicted repairs
- Failure/attainment in each performance area for the month
- Fleet Readiness/Availability statistical information, as a percentage of the overall fleet and by category
- Number of shop work orders
- Number of service calls
- Number of vehicle PMs scheduled/completed and not delivered
- Cumulative records of sub-contracted work
- Total labor hours expended by technicians (mechanics)
- Total parts cost

A-7 Annual Performance Report

Within 30 days following the end of each contract year, Centerra Integrated Services will provide the City with a written Annual Report containing a summary of the year's activities.

A-8 Performance Bond

Centerra Integrated Services will furnish a Performance Bond executed by a Surety Company duly authorized to do business in the State of Texas, in an amount equal to 100% of the *estimated contract price*, (\$3,000,000.00) as security for the faithful performance of the contract.

A-9 Downtime

Downtime shall mean the percentage of time a piece of equipment is unavailable for use due to a need for repair or preventive maintenance on predicted repairs. Downtime is calculated as below:

Number of Downtime Day's (unit is not available for use), divided by
Available Day's



Key Performance Indicators

*Applies to Target Work Orders ONLY

City of Brownsville
Reporting Period: February 2016

# Days in this Month	29		
# PM's in this Month	110		
# Non PM's in this Month	727		
# Fleet in this Month	837		
	Police, Fire, EMS	Light Mowers	White Fleet
	483	59	295

PM Performance

# PMs Scheduled	253
# PMs Not Delivered for Service	143
# PMs Delivered and for Service	110
# PMs Completed Within Industry Standard (1.5-3.5 Hrs)	110
% PMs Completed on Time	100%

Category	# of Vehicles	Available Days	Downtime Days	% Actual Downtime	% Acceptable Availability	% Fleet Availability	Over/Under Acceptable
Light Mowers PM's 1.5 Hours per Service	6	174	6	3.20%	95.00%	96.80%	1.80%
Light-Duty (1-Ton and Under) Vehicle PM's 1.5 Hours per Service	83	2,407	6	0.23%	95.00%	99.77%	4.77%
Heavy-Duty (1-Ton and Greater) Vehicle PM's 3.5 Hours per Service	21	609	3	0.50%	95.00%	99.50%	4.50%

Total Fleet PM's	110	3,016	9	0.29%	99.71%
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Category	# of Vehicles	Available Days	Downtime Days	% Actual Downtime	% Acceptable Availability	% Fleet Availability	Over/Under Acceptable
Light Mowers & Equip	18	522	12	2.22%	90.00%	97.78%	7.78%
White Fleet	303	8,787	157	1.79%	95.00%	98.21%	3.21%
Police, Fire and EMS	424	12,296	188	1.53%	96.00%	98.47%	2.47%

Total Fleet Repairs	745	21,605	357	1.65%	98.35%
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Rework

# Repair Orders Issued	601	
# Re-Work Repair Orders	7	% Acceptable
% of Re-Work	1%	2%

Approved By _____
City of Brownsville Representative

Date 3/1/2016



Submit

AGENDA REQUEST FORM

Item Number: **4.**

COMMISSION MEETING DATE: 3/15/2016

DEPT: Parks & Recreation CONTACT Damaris McGlone - Parks Director

AGENDA

Select One:

Executive Session (City Attorney Only)	Workshop	Presentation	Agenda	Ordinance
Time needed: _____ Action Item: _____	Time Needed: _____	Time Needed: _____	<input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input type="checkbox"/> Consent	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading

Brief Description of Agenda Item:

Consideration and ACTION to appoint or re-appoint two (2) members to the Parks and Recreation Advisory Board Committee.

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)

Derek Benavides: Term will expire on 03/19/2016.

Tito Mata: Term will expire on 03/19/2016.

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.

PRESENT MEMBERS:	TERM:	EFFECTIVE DATE:	TERM EXPIRES:	APPOINTED BY:	APPOINTED DATE:
Jerry L. Hatley ⁶	2 nd 3-yr. term	08/18/2015	08/18/2018	Comm. Gowan (B)	08/18/2015
Tito Mata, Jr. ⁵	1 st 3-yr. term	03/19/2013	03/19/2016	Comm. Gowan (B)	03/19/2013
Dillon Vanderford ⁴	1 st 3-yr. term	08/18/2015	08/18/2018	Comm. Longoria (1)	08/18/2015
Anisa Gonzalez ⁷	2 nd 3-yr. term	08/18/2015	08/18/2018	Comm. Tetreau (2)	08/18/2015
Myrta I. Garza ³	1 st 3-yr. term	08/18/2015	08/18/2018	Comm. Longoria (1)	08/18/2015
Derek Benavides ²	1 st 3-yr. term	03/19/2013	03/19/2016	Comm. Villarreal (4)	03/19/2013
Nathan A. Burkhart ¹	1 st 3-yr. term	01/05/2016	01/05/2019	Comm. Tetreau (2)	01/05/2016

EX-OFFICIO – NON-VOTING MEMBERS

Vacant

CHAIRPERSON:

Derek A. Benavides, 7018 Blanco River St., Brownsville, Texas 78526
Cell: 956-466-5014; e-mail: dbenavides@twfg.com

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

² Derek A. Benavides appointed (3/19/13) replace Mike Jones who resigned.

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 Tito Mata Jr. appointed (3/19/13) to replace Chuck Hoskins who resigned before term expired.

⁶ Jerry L. Hatley re-appointed (8/18/15)

⁷ Anisa Gonzalez re-appointed (8/18/15)



Ordinance Number: 91-1232	Board Name: Parks and Recreation Advisory Board Committee	Meeting Date: First Thursday of each month
Composition: 7 members	Term of Office: Three (3) members for 3 yr. terms, two (2) members for 2 yr. terms, & two (2) 1 yr. terms. The successors thereof shall each be appointed to three (3) year terms.	

Present Board Members	Residing District	Term	Appointed	Expires	Eligible for Re-Appt (Y/N)	Willing to Serve (Y/N)	Staff Recommendation (Y/N)	Serving on Other City Boards
Nathan A. Burkhart	3	3 yr.	01/05/2016	01/05/2019	Y	Y		
Jerry L. Hatley	4	3 yr.	08/18/2015	08/18/2018	Y	Y		
Anisa Gonzalez	3	3 yr.	08/18/2015	08/18/2018	Y	Y		B.C.I.C. Commission
Myrta I. Garza	3	3 yr.	08/18/2015	08/18/2018	Y	Y		
Dillon E. Vanderford	2	3 yr.	08/18/2015	08/18/2018	Y	Y		
Tito Mata, Jr.	2	3 yr.	03/19/2013	03/19/2016	Y	Y		
Derek O. Benavides	3	3 yr.	03/19/2013	03/19/2016	Y	Y		Planning & Zoning Commission

APPLICATIONS ON FILE - PROSPECTIVE BOARD MEMBERS - CANNOT SERVE ON MORE THAN 2 BOARDS

Applicants (6)	Residing District	Serving on Other City Boards	Eligible for Re-Appt (Y/N)	Staff Recommendation (Y/N)	Areas of Interest
Pablo Leal, Jr.	2				Parks and Recreation Advisory Board
Adrian Delgado	2				Parks and Recreation Advisory Board
Sergio C. Hernandez	2				Parks and Recreation Advisory Board
Derek Benavides	3	Planning & Zoning Commission	Y		Parks and Recreation Advisory Board
Tito Mata	2		Y		Parks and Recreation Advisory Board
Arlene Laboy	3				Parks and Recreation Advisory Board
Salvador Garza	3				Parks and Recreation Advisory Board
Richard M. Perez	2				Parks and Recreation Advisory Board
Joe Lee Rubio	4	Brownsville Beautification Committee			Parks and Recreation Advisory Board



AGENDA REQUEST FORM

CITY COMMISSION MEETING DATE: 03/15/2016 ITEM NUMBER: 5.

DEPT. MAKING REQUEST: Legal DATE SUBMITTED: 03/10/2016

CONTACT PERSON(S) NAME: Mark Sossi, City Attorney

PHONE: 548-6011 FAX: 546-4291 E-MAIL: mark.sossi@cob.us

AGENDA CATEGORY: (TIME LIMIT)

- EXECUTIVE SESSION
- WORKSHOP
- PRESENTATION
- DISCUSSION

Length of Time Needed for The Item Above: _____ (minutes)

(No time limit)

- CONSENT
- PUBLIC HEARING
- ACTION

AGENDA ITEM: (Attach back up material)

PUBLIC HEARING and ACTION on Ordinance No. 2016-1614 regarding an interlocal agreement governing a territory exchange between the City of Brownsville and the City of Los Fresnos.

AGENDA ITEM HISTORY: Second Reading Tabled on _____ Discussed on _____

Pending Info Received Other _____

FINANCIAL: Budgeted: YES NO N/A

Grant/Matching Funds From:

STAFF RECOMMENDATION: (mark your selection) Approve Deny

Table for _____ weeks Table Indefinitely Other: _____

OTHER RECOMMENDATION: (Write in advisory board or committee name and recommendation if applicable)

ADMINISTRATIVE APPROVAL: YES NO

City Manager

- (1) Starting at the northeastern ROW at the intersection of FM 321 and Melon Drive;
- (2) Continuing north along said ROW to the southern bank of drainage ditch;
- (3) Continuing east along the southern bank of drainage ditch to the existing City of Brownsville municipal boundary;
- (4) Continuing south and west along the current City of Brownsville municipal boundary to the point of beginning.

PART 2. Consent for Release of Brownsville Municipal Territory.

BROWNSVILLE hereby consents to the release of the Brownsville City Limits as described in Part 1(a) to LOS FRESNOS for its inclusion in the Los Fresnos City Limits, and all rights pertaining to the released area.

PART 3. Consent for Release of Los Fresnos ETJ.

LOS FRESNOS hereby consents to the release of the LOS FRESNOS ETJ as described in Part 1(b) to BROWNSVILLE for its inclusion in the BROWNSVILLE ETJ, and all rights pertaining to the released area.

PART 3. Vacuum.

Both parties hereto agree that this Agreement is intended to grant certain rights to BROWNSVILLE and LOS FRESNOS but is not intended to grant any rights whatsoever to any other parties, including, but not limited to, any proposed municipality or proposed utility district.

PART 4. Miscellaneous provisions.

A. Assignment. The terms and conditions of this Agreement are binding upon the successors or assigns of both parties hereto.

B. Acknowledgments. Both parties hereto acknowledge and agree that each party makes this Agreement in consultation with its respective legal counsel and at its own risk to ascertain that all formalities have been complied with and that this Agreement is within the power conferred on each party hereto. No provision of this Agreement shall be deemed to be an admission of any given prior relationship between BROWNSVILLE and LOS FRESNOS.

C. Litigation. All litigation related to this Agreement shall be subject to mandatory pre-suit mediation. In the event that any party hereto should make the other party hereto a party opponent in any lawsuit that is based on the subject matter made the basis of this Agreement, the non-prevailing party in such event shall be liable to pay to the prevailing party its reasonable and necessary attorney's fees and costs incurred by the prevailing party in defending or prosecuting the lawsuit, as the case may be. Both parties hereto agree that in any lawsuit that is based on the subject matter of this Agreement, and in which the parties hereto are aligned as party opponents, both parties will waive the right to a jury and try all issues of fact and law to the court.

D. Circumvention. No party to this Agreement shall directly or indirectly dispute the validity of all or part of this Agreement. In addition, BROWNSVILLE shall not directly or indirectly dispute any past, present, or future change (or attempted change) in municipal or extraterritorial-jurisdiction boundaries by LOS FRESNOS inside the relinquished ETJ. In addition, LOS FRESNOS shall not directly or indirectly dispute any past, present, or future change (or attempted change) in municipal or extraterritorial-jurisdiction boundaries by BROWNSVILLE outside the relinquished ETJ.

E. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remainder of the Agreement shall remain unaffected and shall be enforceable according to law.

F. Venue. This Agreement is executed in Cameron County, Texas, is performable in Cameron County, Texas, and shall be construed under the laws of The State of Texas. Venue for any lawsuit arising out of the terms or obligations of this Agreement shall be in Cameron County, Texas.

G. Incorporation deadline. Both parties hereto agree that the incorporation of the relinquished municipal territory by BROWNSVILLE shall be fully incorporated into the LOS FRESNOS municipal boundaries no later than September 1, 2016.

H. Term. This Agreement shall be effective immediately upon execution by both parties hereto after enactment of authorizing ordinance(s) by both parties hereto and shall remain in full force and effect until terminated by the mutual consent of BROWNSVILLE and LOS FRESNOS in the same manner that this Agreement was approved and executed. This Agreement may be amended at any time by the mutual consent of BROWNSVILLE and LOS FRESNOS in the same manner that this Agreement was approved and executed.

I. Ratification. Both the 2009 and the 2015 Interlocal Agreements entered into between BROWNSVILLE and LOS FRESNOS are hereby ratified and reaffirmed as binding Interlocal Agreements under Chapter 791 of the Texas Government Code.

Therefore, in consideration of the aforesaid covenants, we set our hands and witness hereof:

City of Brownsville, Texas

By: _____
Antonio "Tony" Martinez, Jr.,
Mayor

Attest: _____
Michael Lopez, City Secretary

THE STATE OF TEXAS §
COUNTY OF CAMERON §

This instrument was acknowledged before me on _____, 2016, by Mayor Antonio "Tony" Martinez, Jr.

(SEAL) _____
Notary Public

City of Los Fresnos, Texas

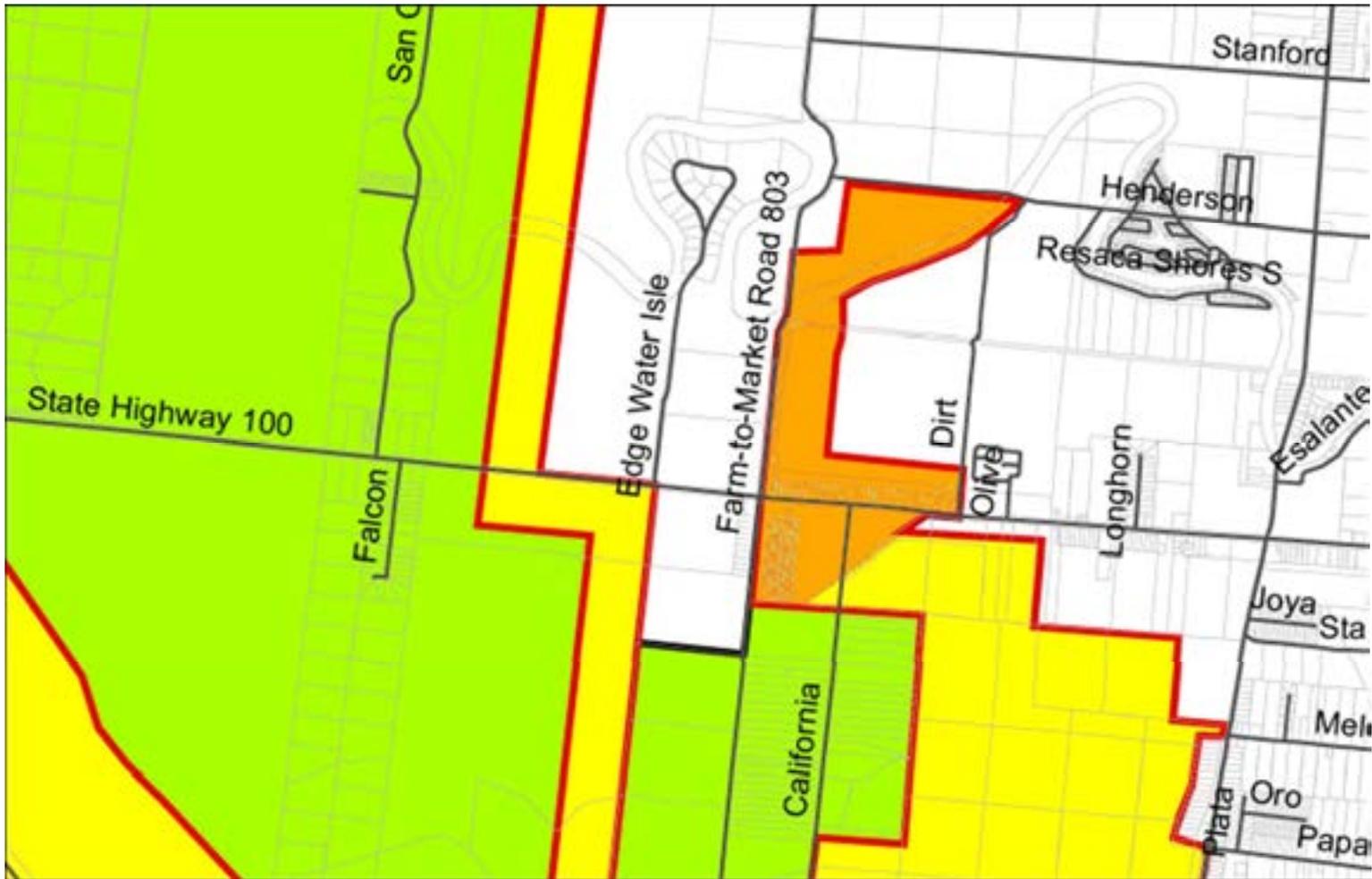
By: _____
David N. Winstead, Sr., Mayor

Attest: _____
Pam Denny, City Secretary

THE STATE OF TEXAS §
COUNTY OF CAMERON §

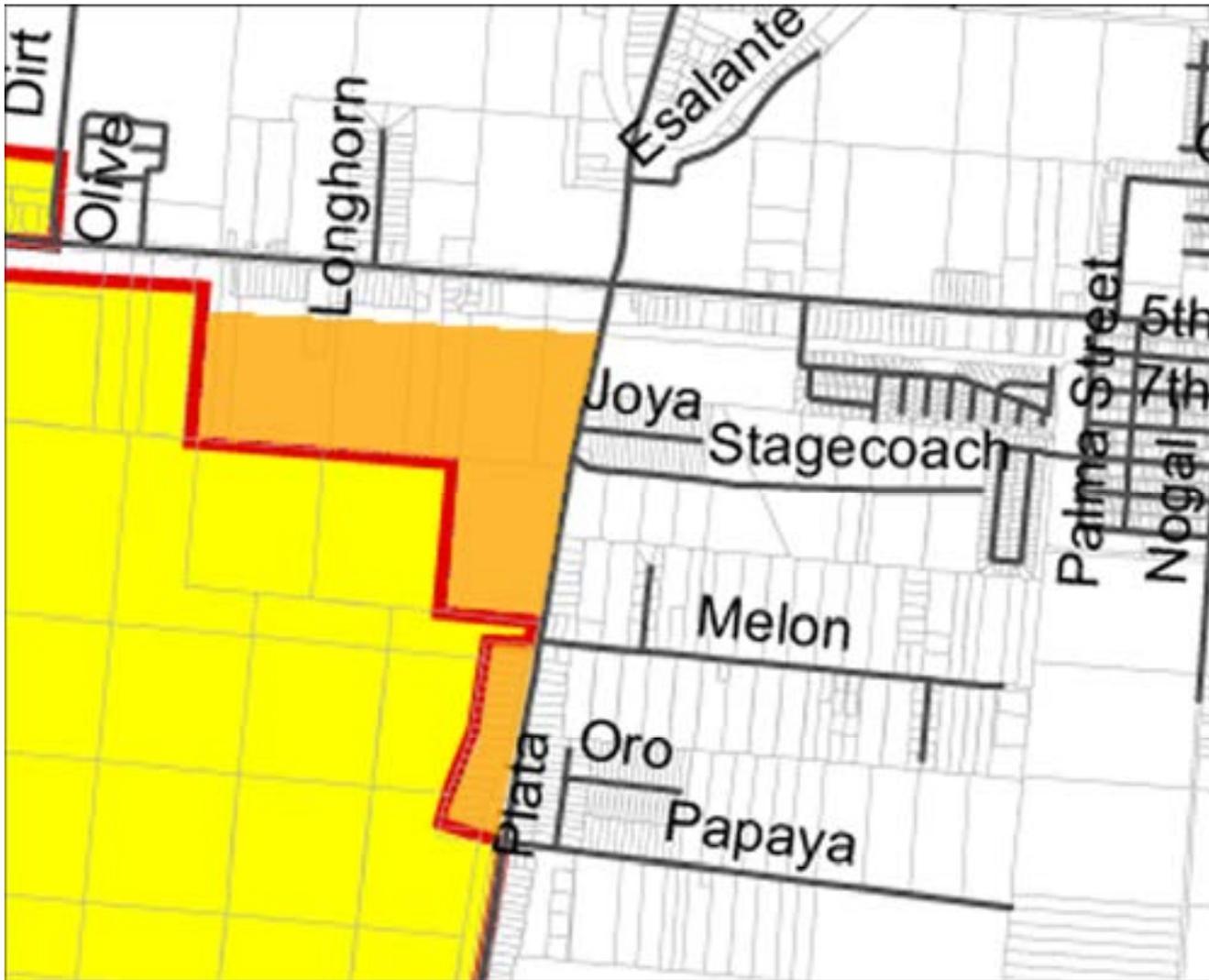
This instrument was acknowledged before me on _____, 2009, by Mayor David N. Windstead.

(SEAL) _____
Notary Public



- | | | | |
|---|---------------------------------|--|--|
|  | Current Brownsville City Limits |  | Brownsville City Limits to relinquish to Los Fresnos |
|  | Current Brownsville ETJ |  | Current Los Fresnos City Limits/ETJ |

MAP "A"



Current Brownsville City Limits

Brownsville City Limits to relinquish to Los Fresnos

Current Los Fresnos City Limits/ETJ

MAP "B"



Submit

AGENDA REQUEST FORM

Item Number: **6.**

COMMISSION MEETING DATE: 3/15/16

DEPT: Planning

CONTACT Constanza Miner

AGENDA

Select One:

Executive Session (City Attorney Only) Time needed: _____ Action Item: _____	Workshop Time Needed: _____	Presentation Time Needed: _____	Agenda <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input type="checkbox"/> Consent	Ordinance <input checked="" type="checkbox"/> First Reading <input type="checkbox"/> Second Reading
--	---	---	--	--

Brief Description of Agenda Item:

PUBLIC HEARING and ACTION on FIRST READING on ORDINANCE NUMBER 235-2016-007: To rezone from Dwelling "A" (DA) to General Retail "G" (4CG) for Lots 21 & 22 of Block 2 of Alamo Heights Subdivision located at 6066 South Padre Island Highway, Brownsville, Texas 78520. (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 03, 2016 the Zoning Commission voted unanimously to recommend approval.

City Manager Approval

Date: _____

ORDINANCE NUMBER 235-2016-007

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

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

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the “City Zoning Ordinance” by amending the Official Zoning Atlas so to rezone from General Retail “H” (4CH) & Apartment “H” (AH) to General Retail “H” (4CH) for Blocks 22 & 23 of Los Ebanos Properties Subdivision located at 704 Paredes Line Road, Brownsville, Texas 78520. (District 2); the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

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

INTRODUCED at a public hearing on **March 15, 2016**. Passed at First Reading on **March 15, 2016**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **April 05, 2016**.

(SEAL)

BY: _____
Antonio Martinez
Mayor

ATTEST: _____
Michael L. Lopez
City Secretary



ZONING APPLICATION

City of Brownsville
Planning Department
(956) 548-6150

1150 E. Adams St. 3rd FL
Brownsville, Texas 78520

- Planning and Zoning Commission
- City Commission

Tentative Date: 03-03-16

Tentative Date: 03-15-16 & 04-05-16

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

Geographic ID #: 01/3010/0020/0210/00 — 01/3010/0020/0220/00

Project Address: 6066 South Parde Hwy

Subdivision: Alamo Heights subdivision

Lot(s)/Block: 21 + 22 BLK 2

Current Area Classification: _____ Proposed Area Classification: _____ Gross Acreage: _____

Current Zoning: _____ Proposed Zoning: _____

Proposed Used: _____ Overlay Districts: _____

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

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

Owner Information

Name: Humberbo Torres

Address: 13 casa de Palmas

City: Brownsville

State: Texas Zip Code: 78521

Telephone: 956-592-0994

Fax: 956-831-8425

Email: bltrucking269@yahoo.com

Signature: _____

Representative/Agent Information

Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Telephone: _____

Fax: _____

Email: _____

Signature: _____

Special Note: INCOMPLETE APPLICATION WILL NOT BE ACCEPTED.

Office Use Only

Date Submitted: February 2, 2016 Application Fee: \$500.00 Electoral District: _____

Accepted by: Erika Espinoza Dept. Director: _____ Case Number 235- 2016-007



City of Brownsville Zoning Map

Use Districts

ZONING

-  Dwelling (D)
-  Dwelling/Retail (DR)
-  Apartment (A)
-  Professional Office (1C)
-  Light Retail (2C)
-  Medium Retail (3C)
-  General Retail (4C)
-  Light Commercial (5C)
-  Medium Commercial (6C)
-  Light Industrial (7C)
-  Medium Industrial (8C)
-  Heavy Industrial (9C)

Rezoning Request :

Case # 235-2016-007
Humberto Torres

Current Zoning:
Dwelling (D) "A"

Proposed Zoning:
General Retail (4C) "G"





City of Brownsville

FUTURE LAND USE PLAN

DISTRICTS NAME

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

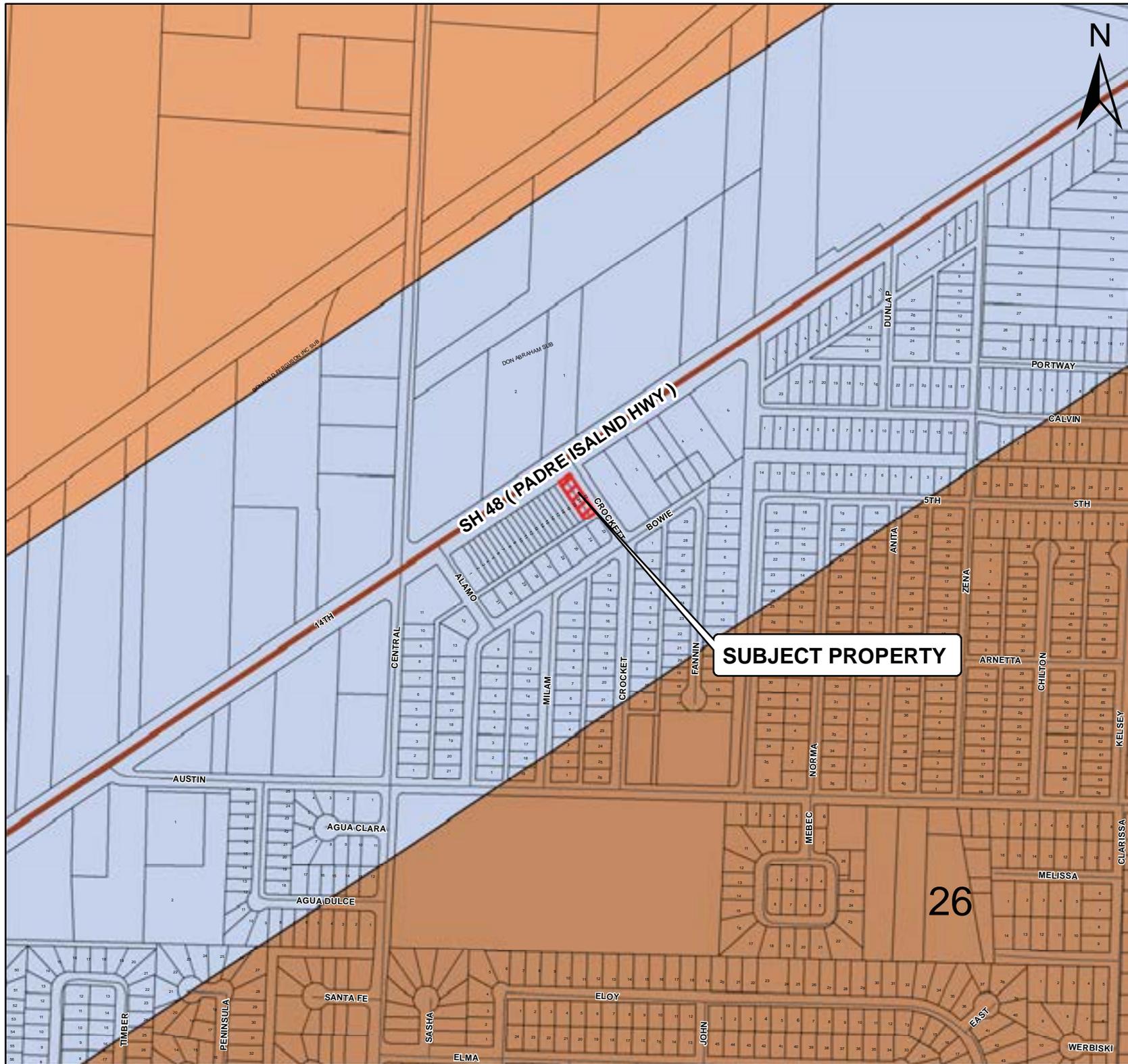
NODES NAME

-  Downtown Node
-  Primary Regional Node
-  Secondary Regional Node
-  Sub Regional Node

CORRIDORS

-  Gateway Corridor
-  Linkage Corridor
-  Loop Corridor
-  Town Corridor
-  Brownsville's City Limits
-  Brownsville's ETJ Boundary

Zoning Case No.
235-2016-007





Staff Report

A. Application Information

Applicant/Property Owner:	Humberto Torres
Property ID:	01-3010-0020-0210-00 / 01-3010-0020-0220-00
Case Number:	235-2016-007
Application Type:	Rezoning
Proposed Use:	N/A
Current Zoning District:	Dwelling "A" (DA)
Proposed Zoning District:	General Retail "G" (4CG)
Date Application Submitted:	February 2, 2016
Planning & Zoning Commission Meeting Date:	March 3, 2016
City Commission Meeting Dates:	March 15, 2016 & April 5, 2016
City Commission District:	2
Overlay in area:	N/A

B. Application Type/Background

The applicant is requesting to rezone his property from "Dwelling A" to "General Retail G".

C. Subject Property

The subject property is located on Lot 21 and Lot 22 of Block 2 of Alamo Heights Subdivision, on South Padre Highway, a primary arterial. Single family homes, a welding business, recycling business, and auto parts business are the predominant existing land uses within the subject property's immediate area. There are no major transportation improvements planned or programmed in the immediate area. The area is served with water and wastewater by Brownsville Public Utilities Board (PUB).

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

- North of the subject property is a used car lot.
- East of the subject property is O'Reilly auto parts.
- South of the subject property are single family homes.
- West of the subject property is a welding and recycling business.

Figure 1: Existing Zoning Map

The following map illustrates existing zoning of the subject property and zoning of properties within the immediate area. The property to the north across E. 14th street is zoned “Light Industrial”. The abutting properties to the west are zoned “General Retail”. The property to the south is zoned “Dwelling”. The property to the east is zoned “Light Industrial”.

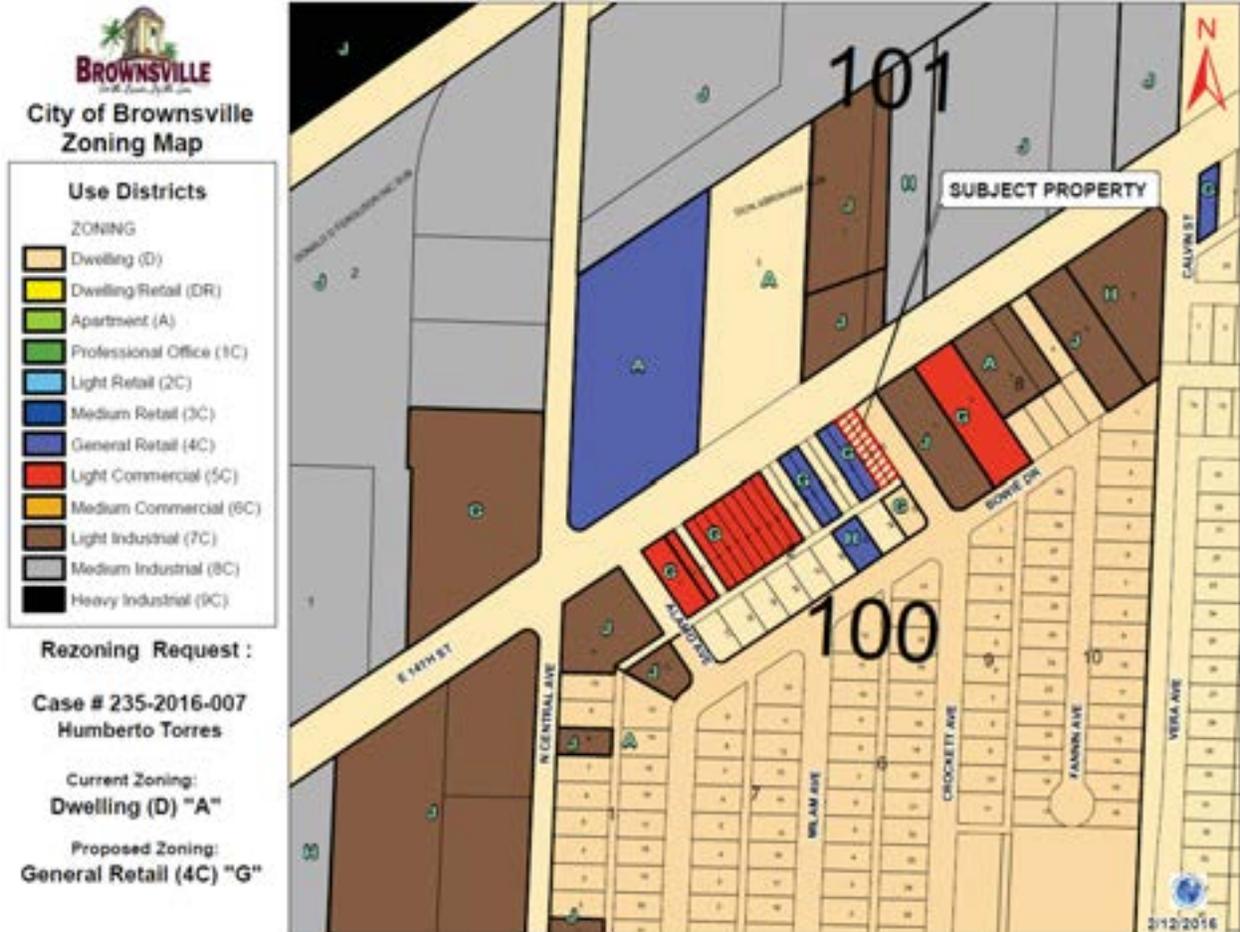


Figure 2: Existing Land Use Map

The following map illustrates existing land uses surrounding the subject property. The existing land uses of the surrounding properties to the north is a used car lot. The property to the south are single family homes. West of the subject property is a welding and a recycling business. East of the property is an O'reilly auto parts store.

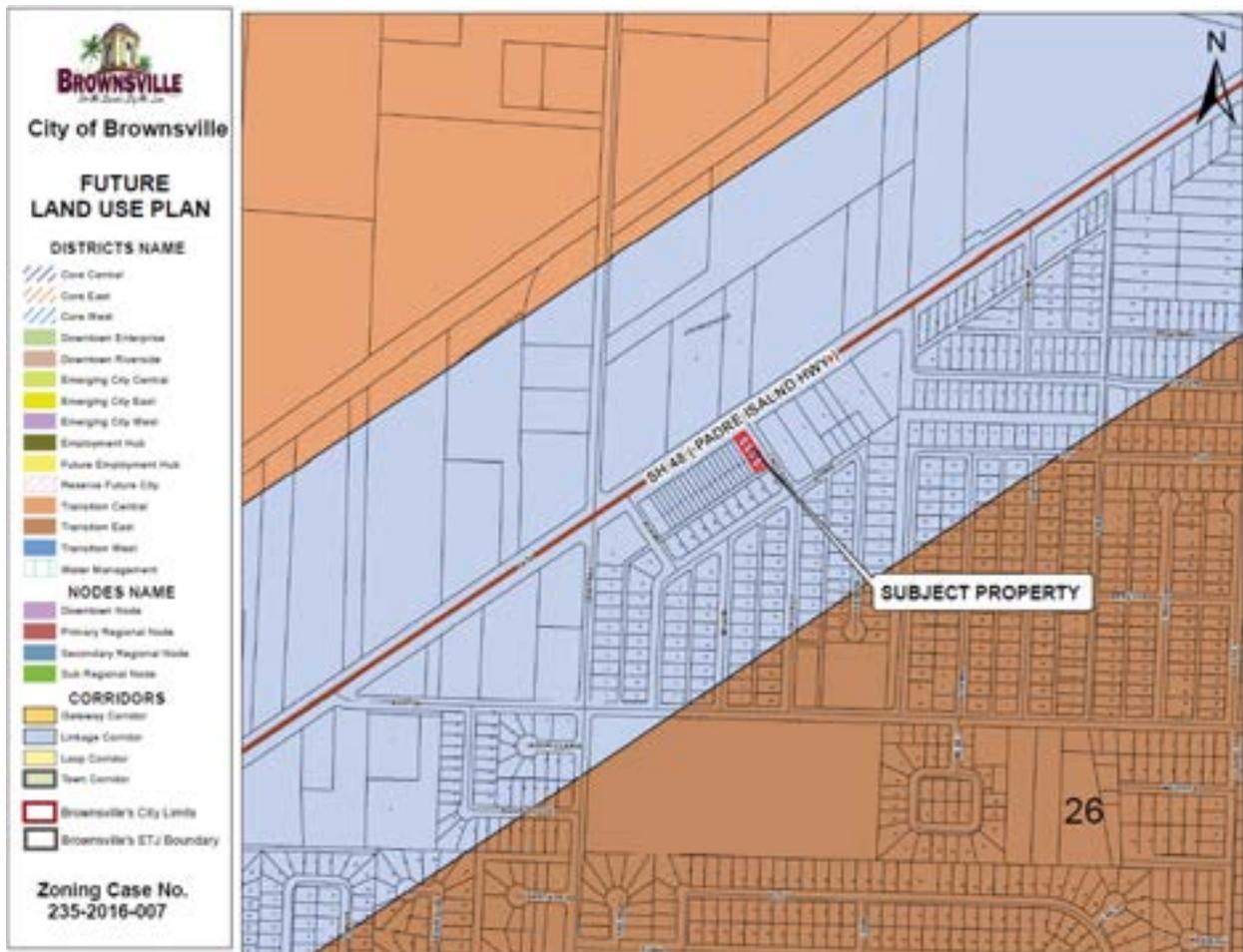


D. Future Land Plan Consistency

A review of the adopted City of Brownsville Comprehensive Plan and its Future Land Use Plan indicates that the subject property is located within the “Linkage Corridor”. According to this plan, the Linkage Corridors are primarily commercial, in order to maximize value capture from the high volume of traffic along the Corridor. Some institutional and community facility land uses should be located along the Linkage corridors, such as medical offices, auditoriums, and sport facilities. It is the opinion of staff that the request is consistent with the Comprehensive Plan and Future Land Use Plan.

Figure 3: Future Land Use Map (Linkage Corridor)

The following map illustrates the Future Land Use Map. The subject property is within the Linkage corridor.



E. Review Criteria

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

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

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

The area surrounding the subject property is developed primarily for welding businesses, recycling businesses, and auto part sales. It is the opinion of staff that the proposed zoning would generally be compatible.

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

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

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

It is the opinion of staff that the proposed zoning would generally complement the area and it would not have adverse impacts on area property values.

F. Staff Recommendation

Based upon the analysis presented in this report and based on observations from the Planning Department staff, staff recommends to support the request to rezone from “Dwelling A” to “General Retail G”.



Submit

AGENDA REQUEST FORM

Item Number: **7.**

COMMISSION MEETING DATE: 3/15/16

DEPT: Planning

CONTACT Constanza Miner

AGENDA

Select One:

Executive Session (City Attorney Only)	Workshop	Presentation	Agenda	Ordinance
Time needed: _____ Action Item: _____	Time Needed: _____	Time Needed: _____	<input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input type="checkbox"/> Consent	<input checked="" type="checkbox"/> First Reading <input type="checkbox"/> Second Reading

Brief Description of Agenda Item:

PUBLIC HEARING and ACTION on FIRST READING on ORDINANCE NUMBER 235-2016-013: To rezone from Medium Commercial "X" (6CX) to Dwelling "X" (DX) for Lot 2 of Block 205 of El Jardin Resubdivision located at 6780 California Road, Brownsville, Texas 78520. (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 03, 2016 the Zoning Commission voted unanimously to recommend approval.

City Manager Approval

_____ Date: _____

ORDINANCE NUMBER 235-2016-013

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

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

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the “City Zoning Ordinance” by amending the Official Zoning Atlas so to rezone from Medium Commercial “X” (6CX) to Dwelling “X” (DX) for Lot 2 of Block 205 of El Jardin Resubdivision located at 6780 California Road, Brownsville, Texas 78520. (District 1); the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

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

INTRODUCED at a public hearing on **March 15, 2016**. Passed at First Reading on **March 15, 2016**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **April 05, 2016**.

(SEAL)

BY: _____
Antonio Martinez
Mayor

ATTEST: _____
Michael L. Lopez
City Secretary

BROWNSVILLE

IGNITING THE FUTURE OF TEXAS

ZONING APPLICATION

City of Brownsville
 Planning Department
 (956) 548-6150

1150 E. Adams St. 3rd FL
 Brownsville, Texas 78520

- Planning and Zoning Commission
- City Commission

Tentative Date: _____

Tentative Date: _____

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

Geographic ID #: 74-7540-2050-0020-11

Project Address: 6780 California Rd.

Subdivision: El Jardin Resubdivision

Lot(s)/Block: Lot 2, Blk 205

Current Area Classification: Commercial Proposed Area Classification: _____ Gross Acreage: _____

Current Zoning: 6th Comm-X Proposed Zoning: D

Proposed Used: Residential Overlay Districts: X

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

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

Owner Information

Name: Evangelism thru Jesus Christ

Address: P.O. Box 3555

City: Brownsville

State: Texas Zip Code: 78523-3555

Telephone: (956) 589-6020-Leigh Aten

Fax: _____

Email: joyfuleigh@aol.com

Signature: *Barbara Atkison*

Representative/Agent Information

Name: Jimmy Barnard

Address: 2901 Central Blvd, Ste A

City: Brownsville

State: Texas Zip Code: 78520

Telephone: (956) 541-9000

Fax: (956) 541-9020

Email: jimmy@coastalrty.com

Signature: *[Signature]*

Special Note: INCOMPLETE APPLICATION WILL NOT BE ACCEPTED.

Office Use Only

Date Submitted: February 8, 2016 Application Fee: \$500.00 Electoral District: _____

Accepted by: Krista Espinoza Dept. Director: _____ Case Number 235- 2016-013



City of Brownsville Zoning Map

Use Districts

ZONING

-  Dwelling (D)
-  Dwelling/Retail (DR)
-  Apartment (A)
-  Professional Office (1C)
-  Light Retail (2C)
-  Medium Retail (3C)
-  General Retail (4C)
-  Light Commercial (5C)
-  Medium Commercial (6C)
-  Light Industrial (7C)
-  Medium Industrial (8C)
-  Heavy Industrial (9C)

Rezoning Request :

Case # 235-2016-013

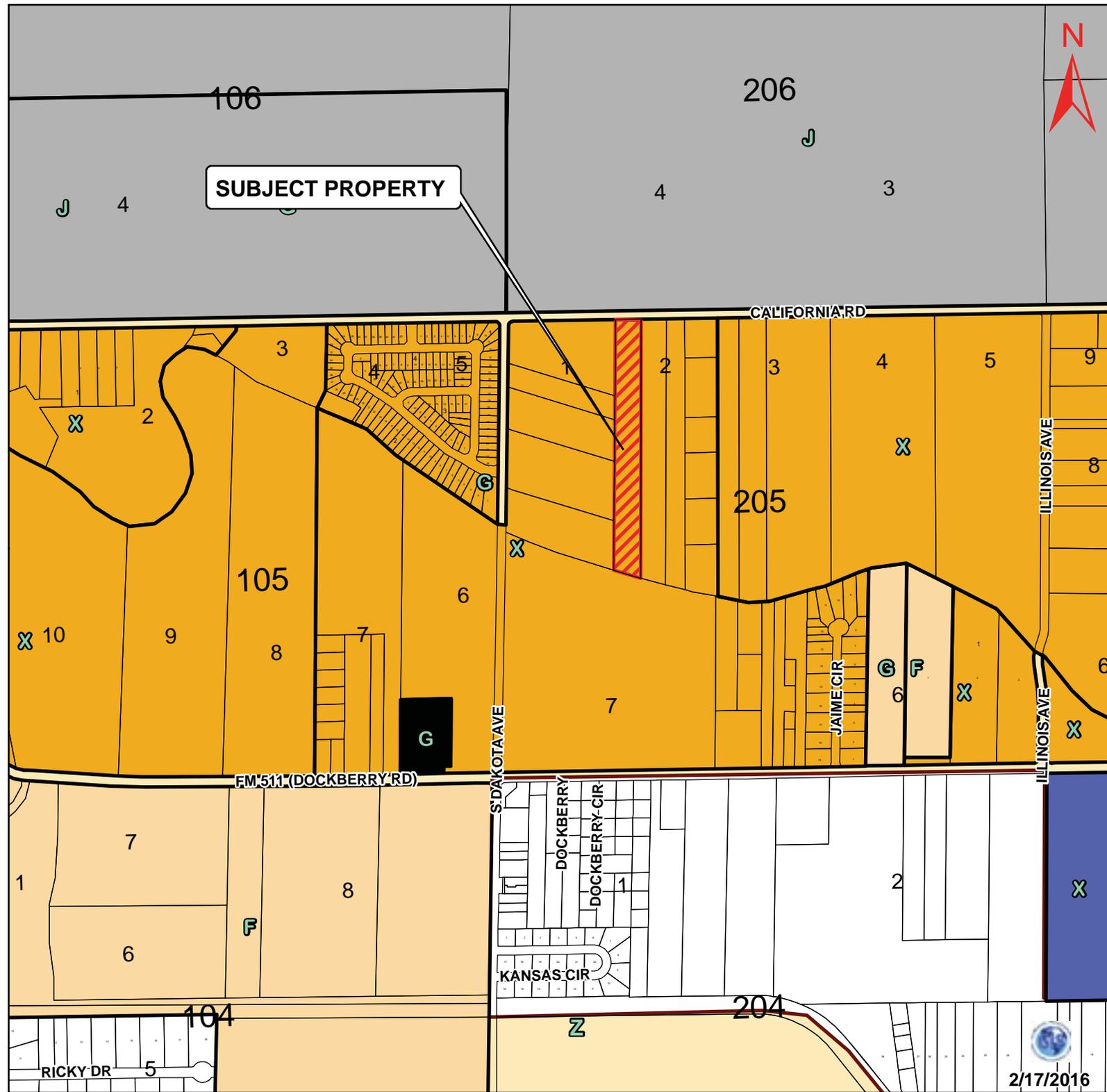
Evangelism thru Jesus Christ

Current Zoning:

Medium Commercial (6C) "X"

Proposed Zoning:

Dwelling (D) "X"





City of Brownsville

FUTURE LAND USE PLAN

DISTRICTS NAME

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

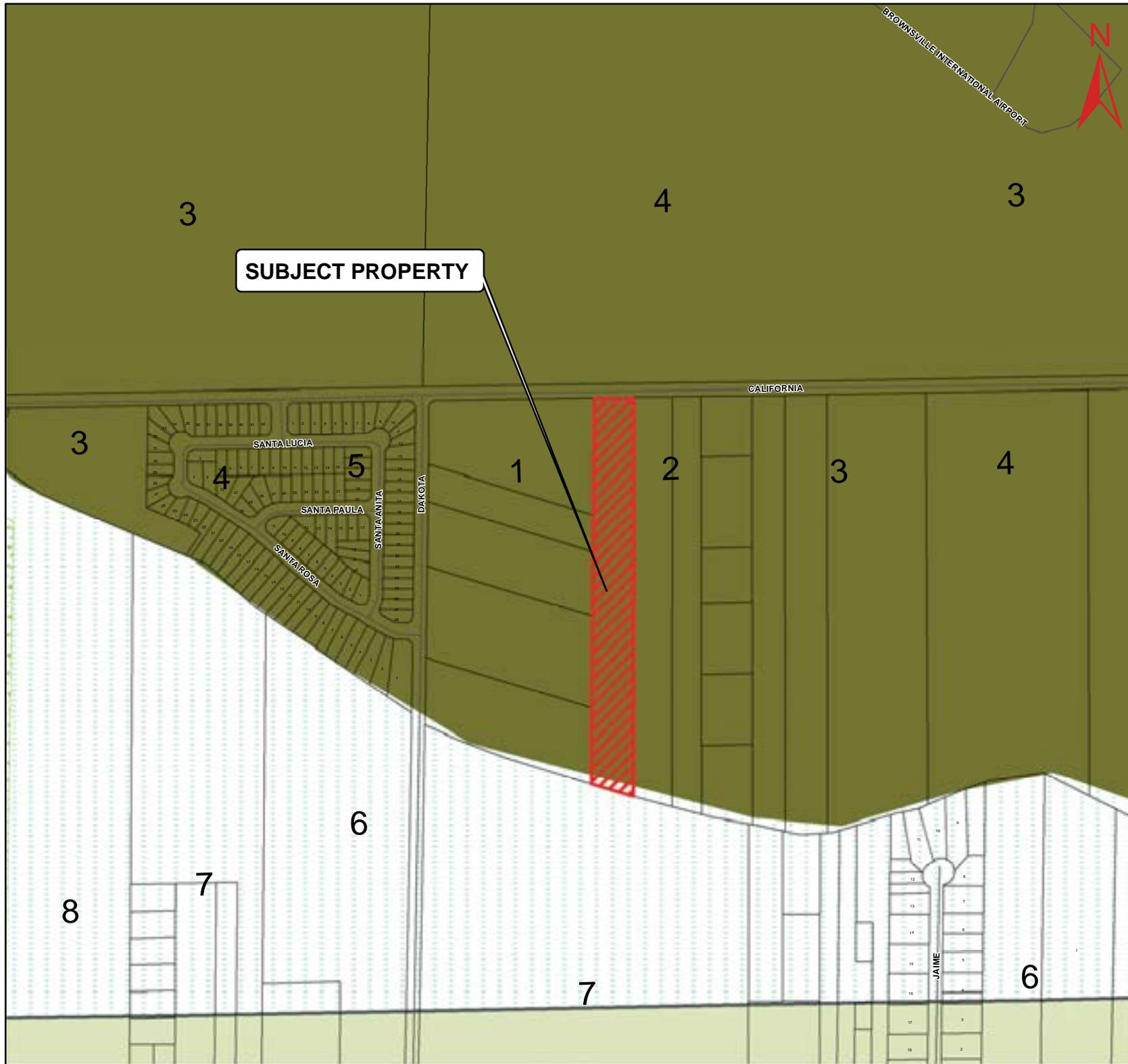
NODES NAME

- Downtown Node
- Primary Regional Node
- Secondary Regional Node
- Sub Regional Node

CORRIDORS

- Gateway Corridor
- Linkage Corridor
- Loop Corridor
- Town Corridor
- Brownsville's City Limits
- Brownsville's ETJ Boundary

Zoning Case No.
235-2016-013





Staff Report

A. Application Information

Applicant/Property Owner:	Evangelism thru Jesus Christ
Property ID:	74-7540-2050-0020-11
Case Number:	235-2016-013
Application Type:	Rezoning
Proposed Use:	residential
Current Zoning District:	Medium Commercial "X" (6CX)
Proposed Zoning District:	Dwelling "X" (DX)
Date Application Submitted:	February 8, 2016
Planning & Zoning Commission Meeting Date:	March 3, 2016
City Commission Meeting Dates:	March 15, 2016 & April 5, 2016
City Commission District:	1
Overlay in area:	N/A

B. Application Type/Background

The applicant is requesting to rezone his property from "Medium Commercial X" to "Dwelling X".

C. Subject Property

The subject property is located on Lot 2 of Block 205 of El Jardin Resubdivision. This property is fronting California Road, a collector arterial roadway. Mobile homes, and a transportation company are the predominant existing land uses within the subject property's immediate area. There are no major transportation improvements planned or programmed in the immediate area. The area is served with water and wastewater by Brownsville Public Utilities Board (PUB).

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

- North of the subject property is vacant land.
- East of the subject property is Os-car Transportation.
- South of the subject property is vacant land, a Resaca.
- West of the subject property are mobile homes and a Church.

Figure 1: Existing Zoning Map

The following map illustrates existing zoning of the subject property and zoning of properties within the immediate area. The properties to the north across California Road are zoned “Medium Industrial”. The abutting properties to the east, west, and south are zoned “Medium Commercial”.

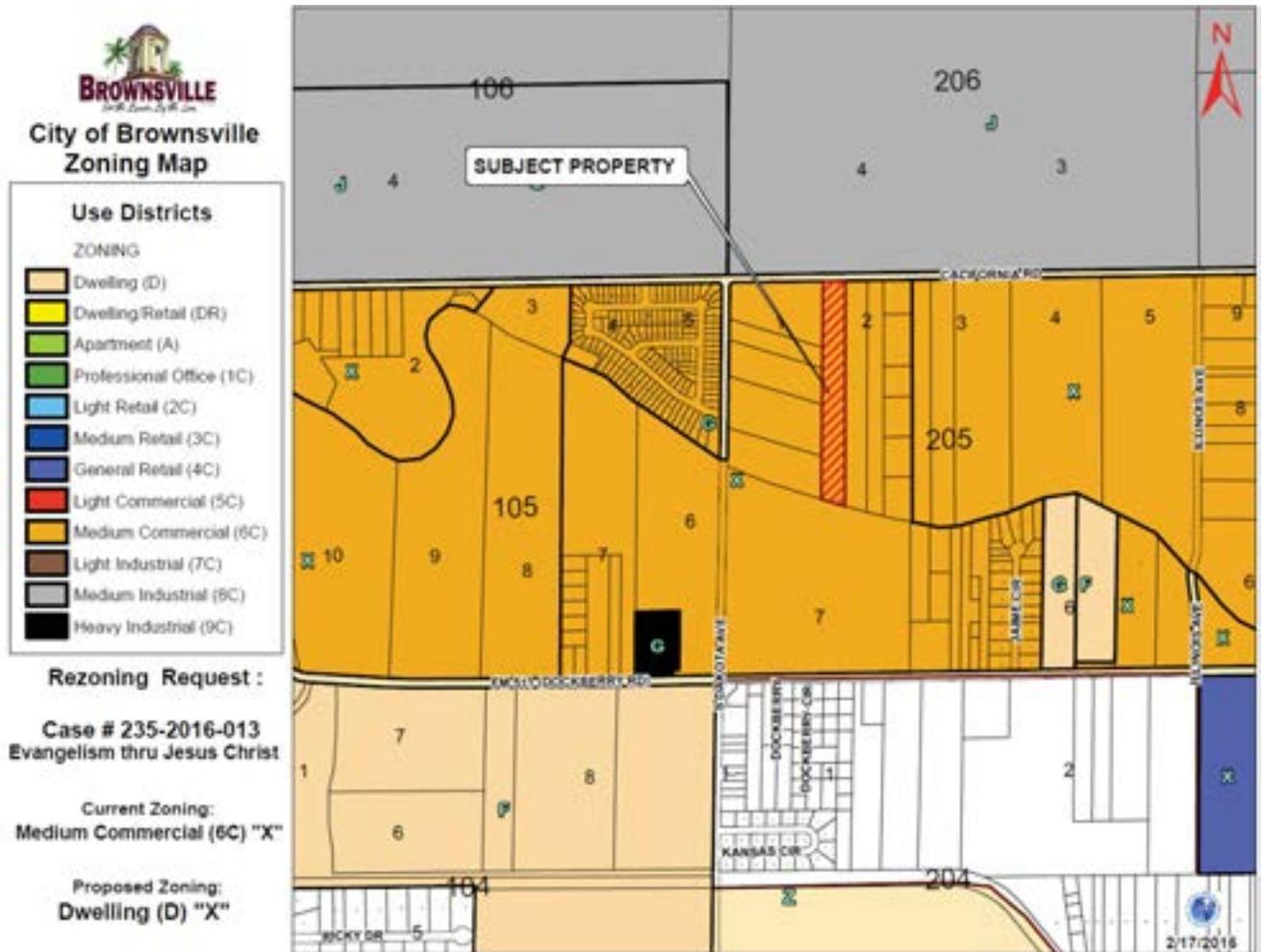


Figure 2: Existing Land Use Map

The following map illustrates existing land uses surrounding the subject property. The existing land uses of the surrounding properties to the north and south are vacant property. The property to the west are mobile homes and a Church. The property to the east is Os-car Transportation Company.

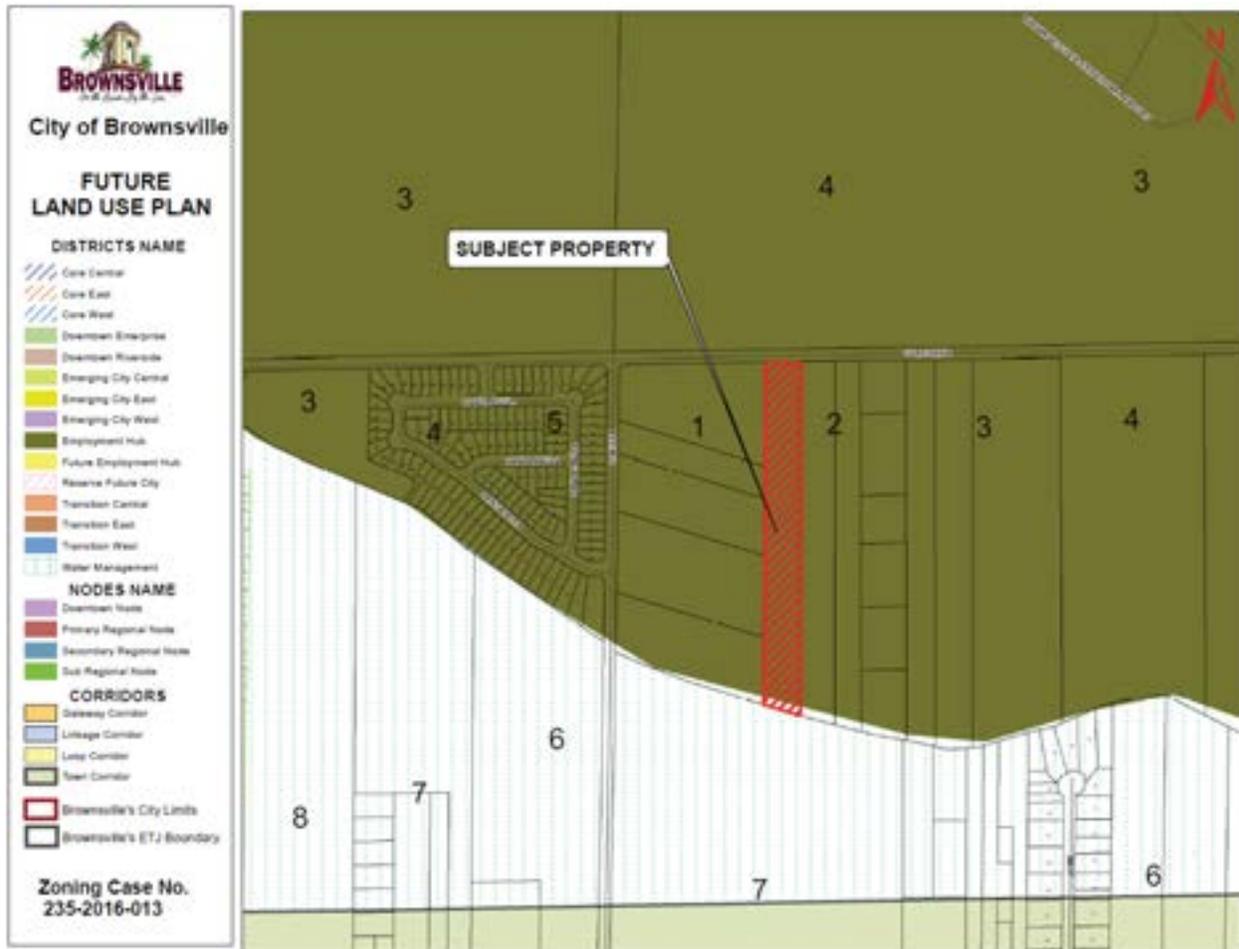


D. Future Land Plan Consistency

A review of the adopted City of Brownsville Comprehensive Plan and its Future Land Use Plan indicates that the subject property is located within the “Employment Hub District”. According to this plan, land uses in the Employment Hub District are half industrial, with a healthy mixture of all other land uses, in order to create a balanced industrial community where Brownsville residents can live, work, and play in close proximity. Residential uses should be primarily single family, duplex, and triplex uses with an average density of 4 dwelling units per acre. There is a high level of flexibility in industrial and residential land uses. It is the opinion of staff that the request is consistent with the Comprehensive Plan and Future Land Use Plan.

Figure 3: Future Land Use Map (Employment Hub District)

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



E. Review Criteria

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

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

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

The area surrounding the subject property is developed primarily of Mobile homes and a transportation company. It is the opinion of staff that the proposed zoning would generally be compatible.

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

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

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

It is the opinion of staff that the proposed zoning would generally complement the area and it would not have adverse impacts on area property values.

F. Staff Recommendation

Based upon the analysis presented in this report and based on observations from the Planning Department staff, staff recommends to support the request to rezone from “Medium Commercial X” to “Dwelling X”.



Submit

AGENDA REQUEST FORM

Item Number: **8.**

COMMISSION MEETING DATE: 3/15/16

DEPT: Planning

CONTACT Constanza Miner

AGENDA

Select One:

Executive Session (City Attorney Only) Time needed: _____ Action Item: _____	Workshop Time Needed: _____	Presentation Time Needed: _____	Agenda <input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input type="checkbox"/> Consent	Ordinance <input checked="" type="checkbox"/> First Reading <input type="checkbox"/> Second Reading
--	---	---	--	--

Brief Description of Agenda Item:

PUBLIC HEARING and ACTION on FIRST READING on ORDINANCE NUMBER 235-2016-015: To rezone from Dwelling "G" (DG) to Professional Office "G" (1CG) for Block 13 of Share 19, Tract 9 of El Jardin Subdivision located near Old Port Isabel Road and FM 802. (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 03, 2016 the Zoning Commission voted unanimously to recommend approval.

City Manager Approval

_____ **Date:** _____

ORDINANCE NUMBER 235-2016-015

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

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

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the “City Zoning Ordinance” by amending the Official Zoning Atlas so to rezone from Dwelling “G” (DG) to Professional Office “G” (1CG) for Block 13 of Share 19, Tract 9 of El Jardin Subdivision located near Old Port Isabel Road and FM 802. (District 2); the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

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

INTRODUCED at a public hearing on **March 15, 2016**. Passed at First Reading on **March 15, 2016**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **April 05, 2016**.

(SEAL)

BY: _____
Antonio Martinez
Mayor

ATTEST: _____
Michael L. Lopez
City Secretary



ZONING APPLICATION

City of Brownsville
Planning Department
(956) 548-6150

1150 E. Adams St. 3rd FL
Brownsville, Texas 78520

- Planning and Zoning Commission
- City Commission

Tentative Date: 03-03-16
 Tentative Date: 03-15-16 & 04-05-16

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

Geographic ID #: 74-7950-0130-0400-00

Project Address: _____

Subdivision: El Jardin Subdivision

Lot(s)/Block: Share 19 Block 13 Tract 9

Current Area Classification: G ^{pt 10} Proposed Area Classification: G Gross Acreage: 0.894

Current Zoning: Residential Proposed Zoning: Commercial

Proposed Used: Assisted Living facility Overlay Districts: _____

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

Owner Information

Name: Guadalupe Saenz

Address: 2405 Baker Lane

City: Olmito

State: Tx. Zip Code: 78575

Telephone: 956-455-3792

Fax: _____

Email: saenzlupita@yahoo.com

Signature: [Signature]

Representative/Agent Information

Name: _____

Address: _____

City: _____

State: _____ Zip Code: _____

Telephone: _____

Fax: _____

Email: _____

Signature: _____

Special Note: INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.

Office Use Only

Date Submitted: February 8, 2016 Application Fee: \$500.00 Electoral District: _____

Accepted by: Krika Espinoza Dept. Director: _____ Case Number 235- 2016 015



City of Brownsville Zoning Map

Use Districts

ZONING

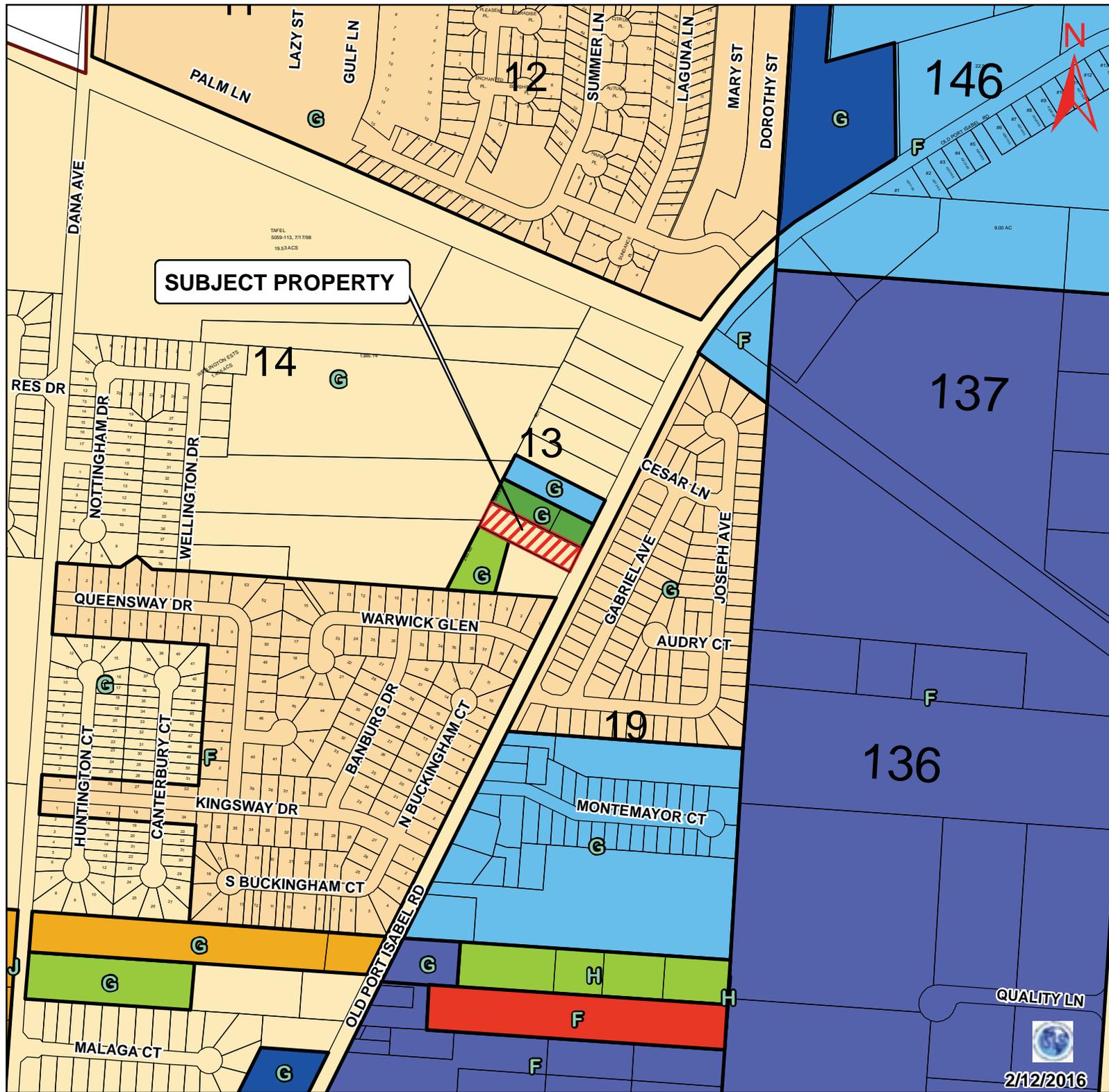
-  Dwelling (D)
-  Dwelling/Retail (DR)
-  Apartment (A)
-  Professional Office (1C)
-  Light Retail (2C)
-  Medium Retail (3C)
-  General Retail (4C)
-  Light Commercial (5C)
-  Medium Commercial (6C)
-  Light Industrial (7C)
-  Medium Industrial (8C)
-  Heavy Industrial (9C)

Rezoning Request :

Case # 235-2016-015
Guadalupe Saenz

Current Zoning:
Dwelling (D) "G"

Proposed Zoning:
Professional Office (1C) "G"





City of Brownsville

FUTURE LAND USE PLAN

DISTRICTS NAME

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

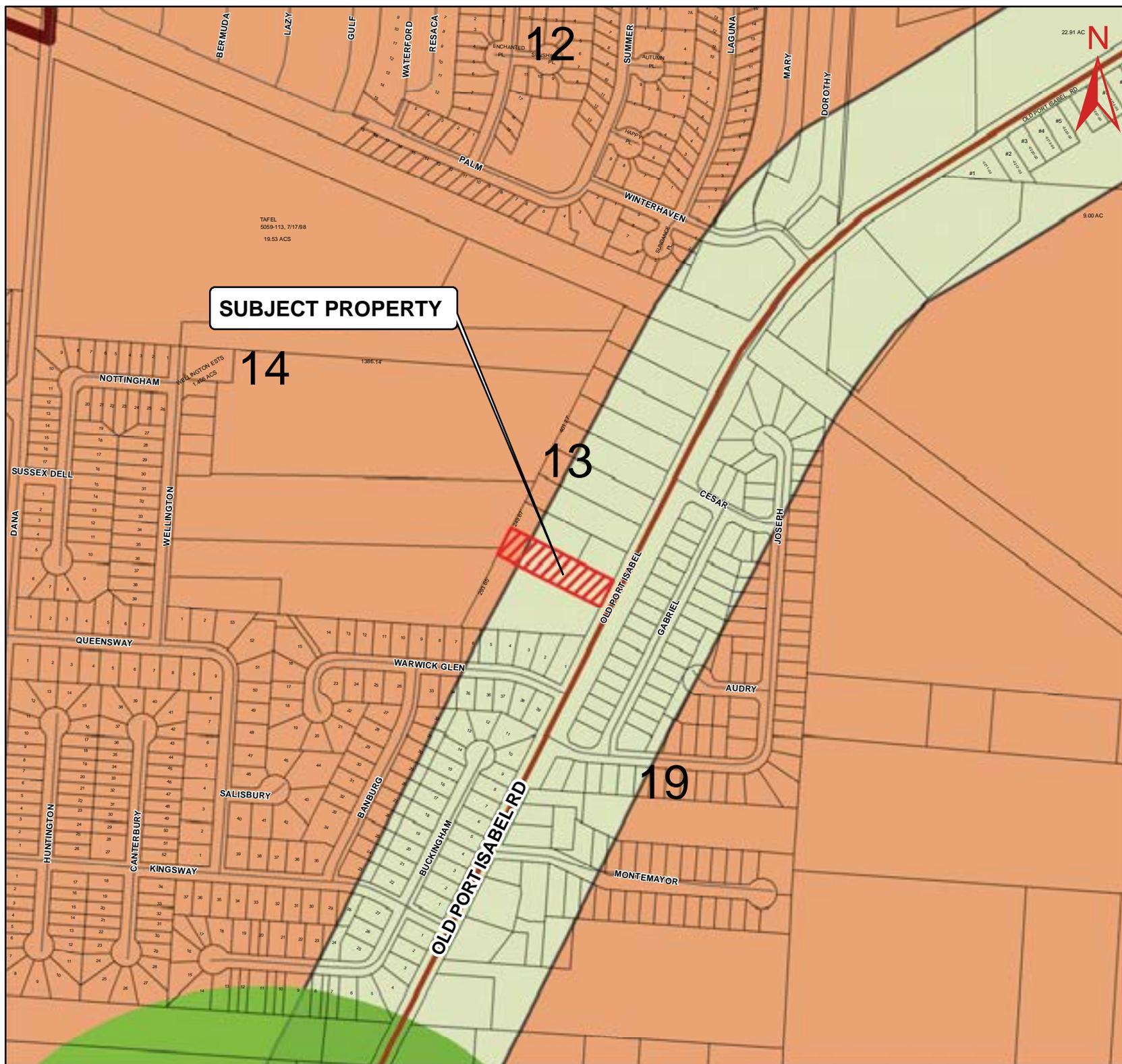
NODES NAME

- Downtown Node
- Primary Regional Node
- Secondary Regional Node
- Sub Regional Node

CORRIDORS

- Gateway Corridor
- Linkage Corridor
- Loop Corridor
- Town Corridor
- Brownsville's City Limits
- Brownsville's ETJ Boundary

Zoning Case No.
235-2016-015





Staff Report

A. Application Information

Applicant/Property Owner:	Guadalupe Saenz
Property ID:	74-7950-0130-0400-00
Case Number:	235-2016-015
Application Type:	Rezoning
Proposed Use:	Assisted living facility
Current Zoning District:	Dwelling "G" (DG)
Proposed Zoning District:	Professional office "G" (ICG)
Date Application Submitted:	February 8, 2016
Planning & Zoning Commission Meeting Date:	March 3, 2016
City Commission Meeting Dates:	March 15, 2016 & April 5, 2016
City Commission District:	2
Overlay in area:	N/A

B. Application Type/Background

The applicant is requesting to rezone his property from "Dwelling G" to "Professional Office G".

C. Subject Property

The subject property is located on Block 13, share 19, track 9 of El Jardin subdivision. This property is fronting Old Port Isabel Road, a secondary arterial roadway. Single family homes and a grocery store are the predominant existing land uses within the subject property's immediate area. There are no major transportation improvements planned or programmed in the immediate area. The area is served with water and wastewater by Brownsville Public Utilities Board (PUB).

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

- North of the subject property are single family homes and a grocery store.
- East of the subject property are single family homes.
- South of the subject property are single family homes.
- West of the subject property is vacant property.

Figure 1: Existing Zoning Map

The following map illustrates existing zoning of the subject property and zoning of properties within the immediate area. The abutting property to the north is zoned “Professional Office”. The properties to the east across Old Port Isabel Road are zoned “Dwelling”. The abutting property to the south are zoned “Apartment” and “Dwelling”. The abutting properties to the west are zoned “Dwelling”.

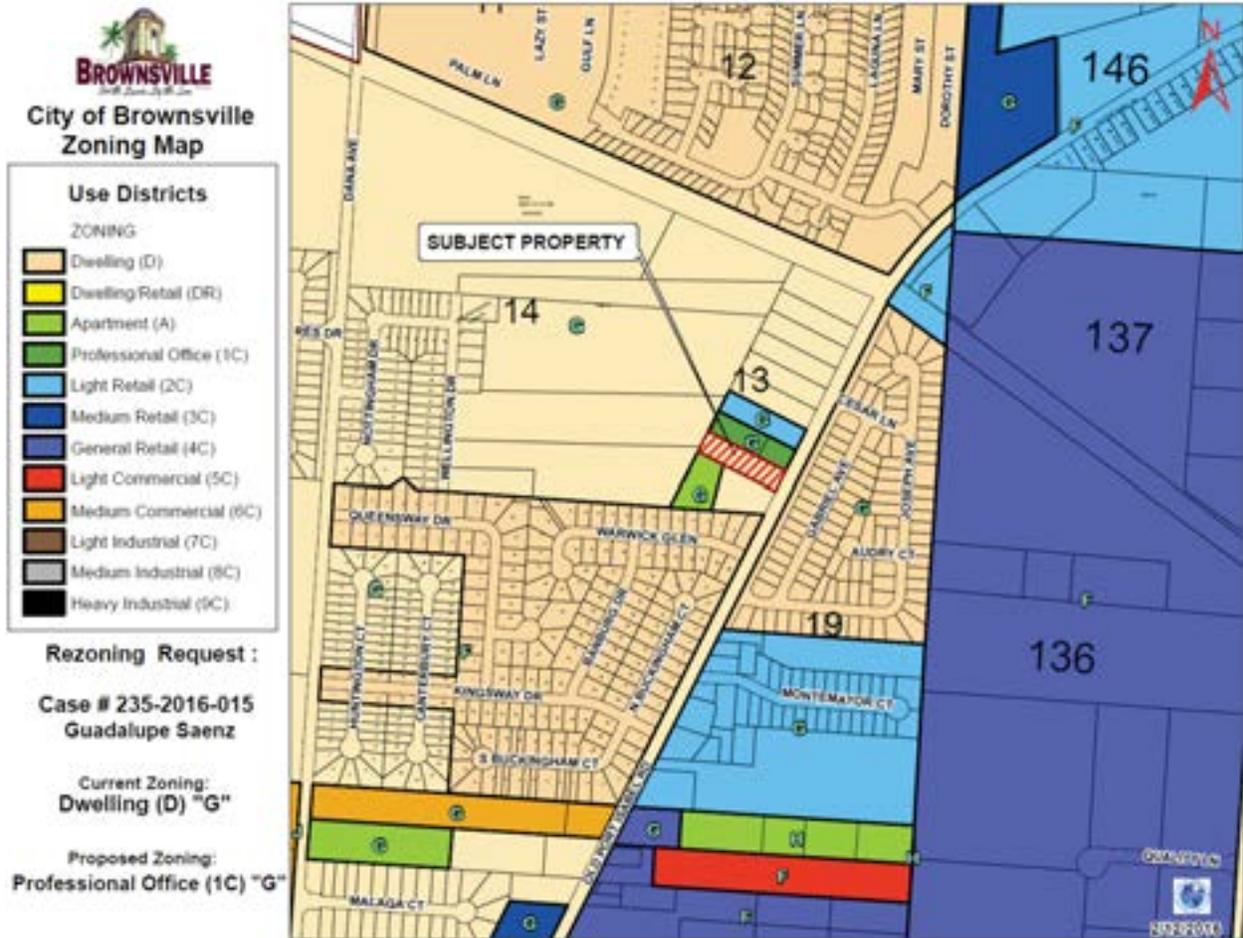


Figure 2: Existing Land Use Map

The following map illustrates existing land uses surrounding the subject property. The existing land uses of the surrounding properties to the north are single family homes and a grocery store. East and south of the subject property are single family homes. West of the subject property is vacant.

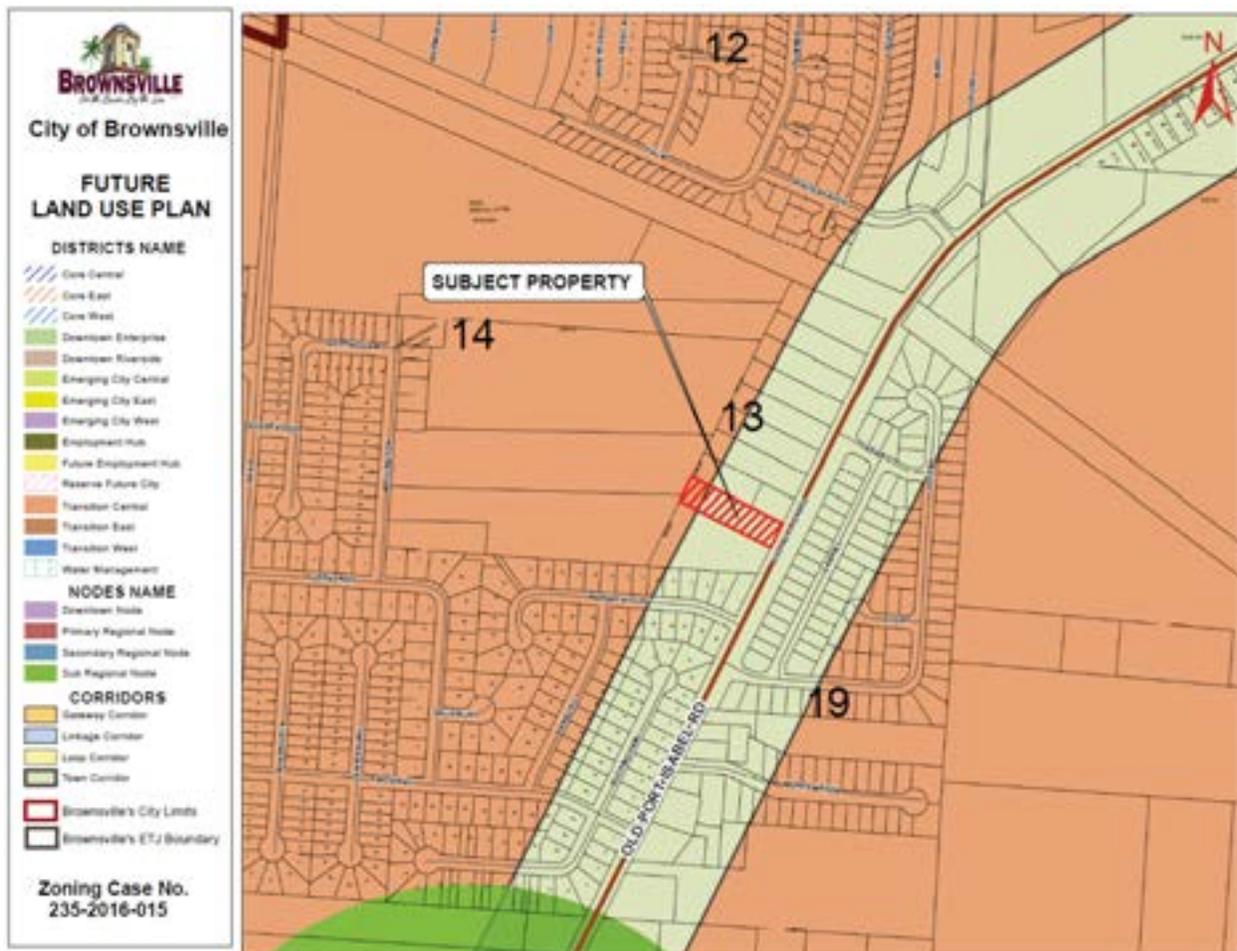


D. Future Land Plan Consistency

A review of the adopted City of Brownsville Comprehensive Plan and its Future Land Use Plan indicates that the subject property is located within the “Town Corridor”. According to the plan, Town Corridors are primarily residential, with small clusters of commercial land uses at regularly spaced intervals, mostly found at intersections of sub-regional roadways with city streets. The density of residential land uses should have an average of 3 dwelling units per acre and consist primarily of single family homes, with some attached townhouses and some larger lots. Commercial uses should be neighborhood office and retail, ideally independently owned businesses and shops that serve local residents. It is the opinion of staff that the request is consistent with the Comprehensive Plan and Future Land Use Plan.

Figure 3: Future Land Use Map (Town Corridor)

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



E. Review Criteria

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

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

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

The area surrounding the subject property is developed primarily of single family homes and a grocery store. It is the opinion of staff that the proposed zoning would generally be compatible.

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

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

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

It is the opinion of staff that the proposed zoning would generally complement the area and it would not have adverse impacts on area property values.

F. Staff Recommendation

Based upon the analysis presented in this report and based on observations from the Planning Department staff, staff recommends to support the request to rezone from “Dwelling G” to “Professional Office G”.



Submit

AGENDA REQUEST FORM

Item Number: **9.**

COMMISSION MEETING DATE: 3/15/16

DEPT: Planning

CONTACT Constanza Miner

AGENDA

Select One:

<p>Executive Session (City Attorney Only)</p> <p>Time needed: _____ Action Item: _____</p>	<p>Workshop</p> <p>Time Needed: _____</p>	<p>Presentation</p> <p>Time Needed: _____</p>	<p>Agenda</p> <p><input checked="" type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant</p> <p><input checked="" type="checkbox"/> Action <input type="checkbox"/> Consent</p>	<p>Ordinance</p> <p><input checked="" type="checkbox"/> First Reading <input type="checkbox"/> Second Reading</p>
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Brief Description of Agenda Item:

PUBLIC HEARING and ACTION on FIRST READING on ORDINANCE NUMBER 235-2016-016: To rezone from General Retail "H" (4CH) & Apartment "H" (AH) to General Retail "H" (4CH) for Blocks 22 & 23 of Los Ebanos Properties Subdivision located at 704 Paredes Line Road, Brownsville, Texas 78520. (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 03, 2016 the Zoning Commission voted unanimously to recommend approval.

City Manager Approval

_____ **Date:** _____

ORDINANCE NUMBER 235-2016-016

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

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

Be It Ordained by the City of Brownsville:

Section 1. That the City Commission of the City of Brownsville, Texas, hereby amends the “City Zoning Ordinance” by amending the Official Zoning Atlas so to rezone from General Retail “H” (4CH) & Apartment “H” (AH) to General Retail “H” (4CH) for Blocks 22 & 23 of Los Ebanos Properties Subdivision located at 704 Paredes Line Road, Brownsville, Texas 78520. (District 2); the area rezoned by this amendment being situated entirely within the corporate limits of Brownsville, Cameron County, Texas.

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

INTRODUCED at a public hearing on **March 15, 2016**. Passed at First Reading on **March 15, 2016**. PASSED at Second and Final Reading and ADOPTED, APPROVED, and ENACTED on **April 05, 2016**.

(SEAL)

BY: _____
Antonio Martinez
Mayor

ATTEST: _____
Michael L. Lopez
City Secretary



ZONING APPLICATION

City of Brownsville
Planning Department
(956) 548-6150

1150 E. Adams St. 3rd FL
Brownsville, Texas 78520

- Planning and Zoning Commission
- City Commission

Tentative Date: 3-3-16
Tentative Date: 3-15-16 & 04-5-16

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

Geographic ID #: 04-9200-0220-50100

Project Address: 704 Paredes Line Road

Subdivision: Los Ebanos Properties Subdivision S BKS 22-23

Lot(s)/Block: Blocks 22-23

Current Area Classification: _____ Proposed Area Classification: _____ Gross Acreage: 3.346 AC

Current Zoning: Fourth Commercial 1.91A GC Proposed Zoning: FOURTH Commercial
Apartment 1.436

Proposed Used: MEDICAL, OFFICE, RETAIL, RESTAURANT Overlay Districts: _____

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

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

Owner Information

Name: Rosa's Medical Clinic

Address: 5850 FM 802 Suite C-2

City: Brownsville

State: TX Zip Code: 78524

Telephone: 956 831 7111

Fax: CELL NO. 512-694-8909

Email: dr.rosas@rosasmedical.com

Signature: Mrs. Rosa Rosa

Special Note: INCOMPLETE APPLICATION WILL NOT BE ACCEPTED.

Representative/Agent Information

Name: Project Management Consulting
Robert Garcia

Address: 7329 Boca Chica Blvd.

City: Brownsville

State: TX Zip Code: 78521

Telephone: 956-908-7328

Fax: _____

Email: rgarcia-projects@live.com

Signature: Robert Garcia

Office Use Only

Date Submitted: February 8, 2016 Application Fee: \$1750.00 Electoral District: _____

Accepted by: Erika Espinoza Dept. Director: _____ Case Number 235- 2016-016



City of Brownsville Zoning Map

Use Districts

ZONING

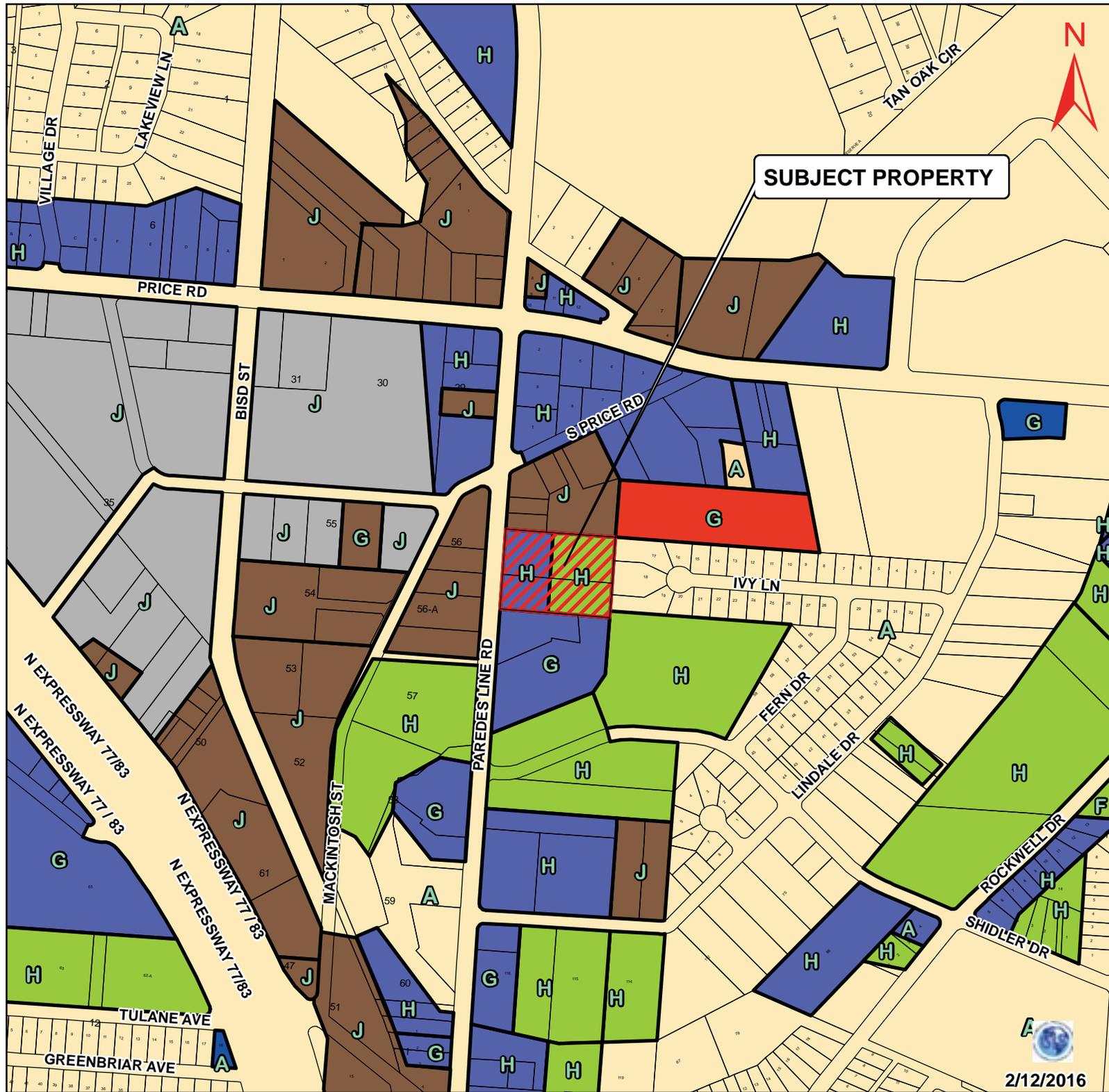
-  Dwelling (D)
-  Dwelling/Retail (DR)
-  Apartment (A)
-  Professional Office (1C)
-  Light Retail (2C)
-  Medium Retail (3C)
-  General Retail (4C)
-  Light Commercial (5C)
-  Medium Commercial (6C)
-  Light Industrial (7C)
-  Medium Industrial (8C)
-  Heavy Industrial (9C)

Rezoning Request :

Case # 235-2016-016
Rojas Medical Clinic

Current Zoning:
General Retail (4C) "H"
Apartment (A) "H"

Proposed Zoning:
General Retail (4C) "H"





City of Brownsville

FUTURE LAND USE PLAN

DISTRICTS NAME

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

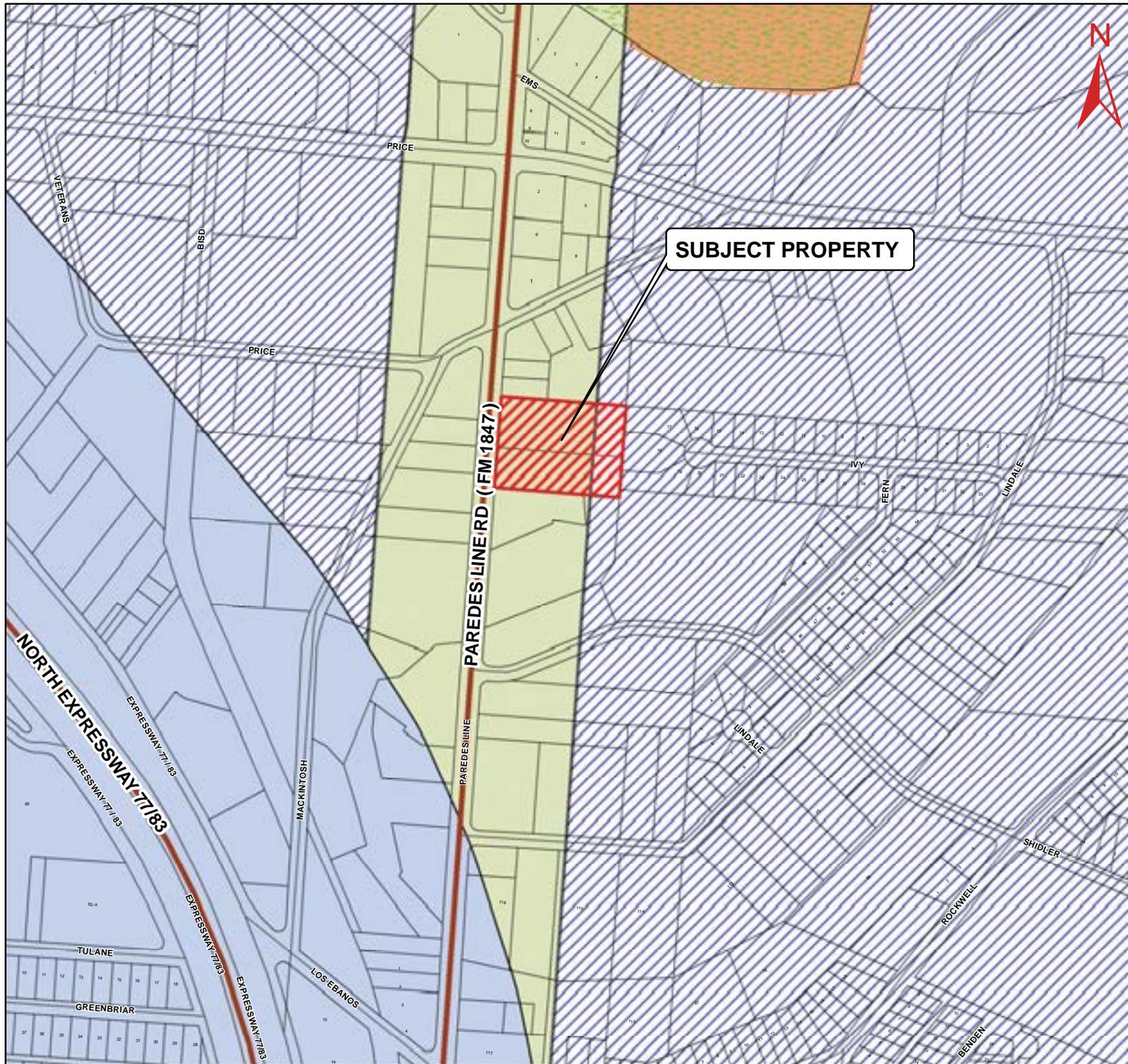
NODES NAME

- Downtown Node
- Primary Regional Node
- Secondary Regional Node
- Sub Regional Node

CORRIDORS

- Gateway Corridor
- Linkage Corridor
- Loop Corridor
- Town Corridor
- Brownsville's City Limits
- Brownsville's ETJ Boundary

**Zoning Case No.
235-2016-016**





Staff Report

A. Application Information

Applicant/Property Owner:	Rojas Medical Clinic
Property ID:	04-9200-0220-0001-00
Case Number:	235-2016-016
Application Type:	Rezoning
Proposed Use:	Medical, office, retail, restaurant
Current Zoning District:	General Retail "H" (4CH) Apartment "H"
Proposed Zoning District:	General Retail "H" (4CH)
Date Application Submitted:	February 8, 2016
Planning & Zoning Commission Meeting Date:	March 3, 2016
City Commission Meeting Dates:	March 15, 2016 & April 5, 2016
City Commission District:	2
Overlay in area:	N/A

B. Application Type/Background

The applicant is requesting to rezone 3.346 acres from "General Retail H" and "Apartment H" to "General Retail H".

C. Subject Property

The subject properties are located on Blocks 22-23 of Los Ebanos Properties Subdivision S. This property is fronting Paredes Line Road, a primary arterial roadway. Single family homes, a fitness center, a medical center, and professional printing businesses are the predominant existing land uses within the subject property's immediate area. There are no major transportation improvements planned or programmed in the immediate area. The area is served with water and wastewater by Brownsville Public Utilities Board (PUB).

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

- North of the subject property are professional printing businesses.
- East of the subject property are single family homes.
- South of the subject property is a fitness center and a medical clinic.
- West of the subject property is a car wash and Allstate insurance.

Figure 2: Existing Land Use Map

The following map illustrates existing land uses surrounding the subject property. The existing land uses of the surrounding properties to the north are professional printing businesses. East of the subject property are single family homes and apartments. South of the subject property there is a fitness center and a medical clinic. West to the property across Paredes line road there is a car wash and an Allstate insurance business.

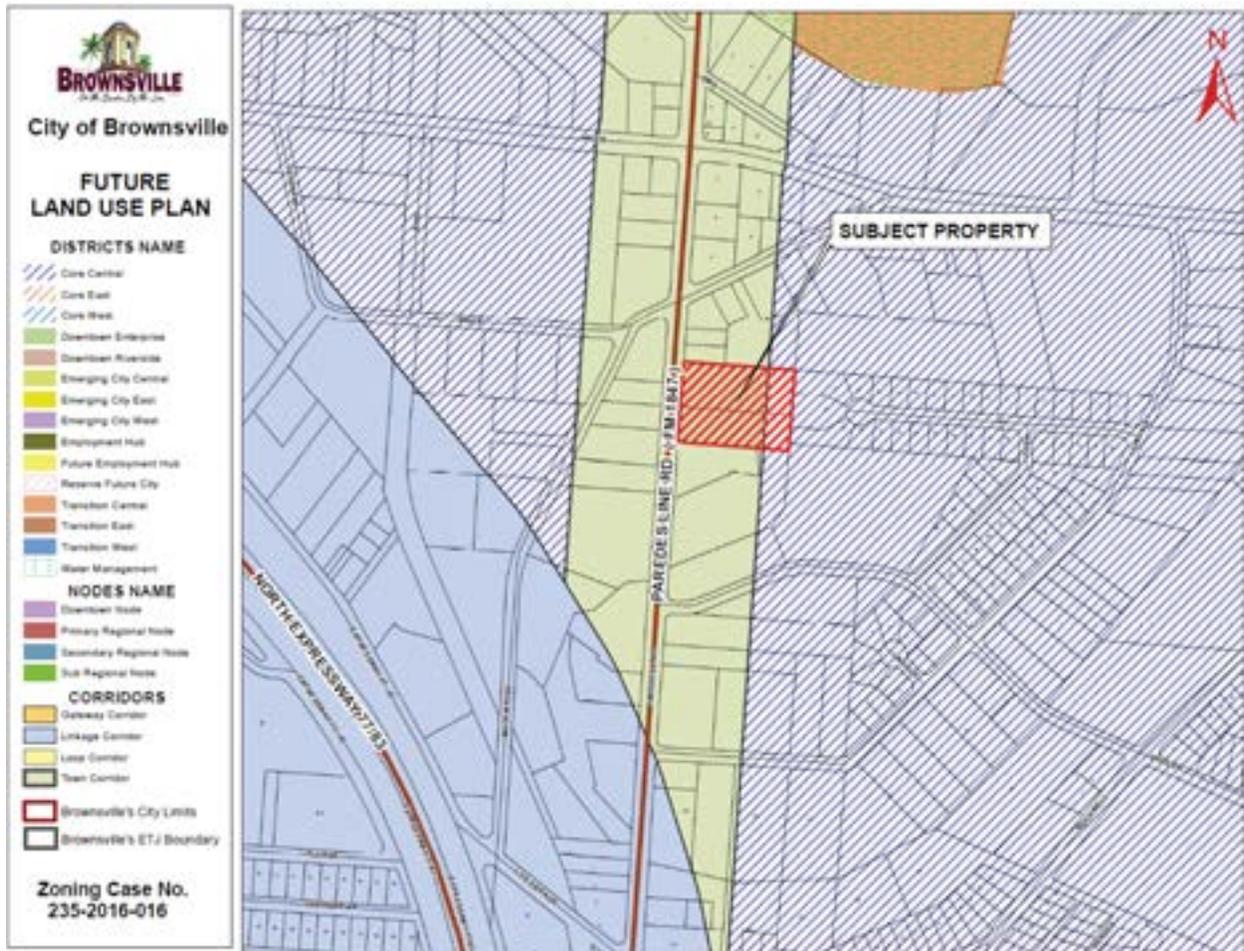


D. Future Land Plan Consistency

A review of the adopted City of Brownsville Comprehensive Plan and its Future Land Use Plan indicates that the subject property is located within the “Town Corridor”. According to this plan, the Town Corridors are primarily residential, with small clusters of commercial land uses at regularly spaced intervals, mostly found at intersections of Sub-Regional roadways with City streets. Commercial uses should be neighborhood office and retail, ideally independently owned businesses and shops that serve the local residents. Town Corridors are also highly suitable areas for adult and child daycare facilities, schools, and education and recreation centers. It is the opinion of staff that the request is consistent with the Comprehensive Plan and Future Land Use Plan.

Figure 3: Future Land Use Map (Town Corridor)

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



E. Review Criteria

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

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

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

The area surrounding the subject property is developed primarily of professional printing businesses, fitness centers, medical clinics, and insurance companies. It is the opinion of staff that the proposed zoning would generally be compatible.

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

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

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

It is the opinion of staff that the proposed zoning would generally complement the area and it would not have adverse impacts on area property values.

F. Staff Recommendation

Based upon the analysis presented in this report and based on observations from the Planning Department staff, staff recommends to support the request to rezone from “General Retail H” and “Apartment H” to “General Retail H”.

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 YOUR COMMENT DEALS WITH ANY ITEM ON THE AGENDA OR A PUBLIC HEARING ITEM ON THE AGENDA.
- THE “PUBLIC COMMENT FORM” IS DESIGNATED FOR SPEAKERS TO BE RECOGNIZED AND ADDRESS THE COMMISSION ON A SUBJECT THAT IS **NOT AN AGENDA ITEM OR 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.
- NO **FORMAL** ACTION CAN BE TAKEN.
- FOR THE RECORD, THE SPEAKER **MUST IDENTIFY BY NAME** BEFORE SPEAKING.
- “PUBLIC COMMENT FORMS” ARE LOCATED ON THE SECOND FLOOR AT THE DESK OF CITY SECRETARY STAFF IN THE COMMISSION CHAMBERS (on the day of the meeting).
- “**PUBLIC COMMENT FORMS**” ARE NOT RESERVED FOR ANYONE.
- “PUBLIC COMMENT FORMS” Must be filled out and presented to THE CITY SECRETARY STAFF **NO LATER THAN 6:00 P.M.** TO BE RECOGNIZED.
- “**PUBLIC COMMENT FORMS**” ARE NOT ACCEPTED AFTER 6:00 P.M.
- **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.



Submit

AGENDA REQUEST FORM

Item Number: **11.**

COMMISSION MEETING DATE: 3/15/16

Office of Grant Management and Community CONTACT Marina Zolezzi, Director

AGENDA

Select One:

Executive Session (City Attorney Only)	Workshop	Presentation	Agenda	Ordinance
Time needed: _____ Action Item: _____	Time Needed: _____	Time Needed: _____	<input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input type="checkbox"/> Consent	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading

Brief Description of Agenda Item:

Consideration and ACTION to approve Resolution Number 2016-013 and application to the Local Border Security Grant Program (BorderStar) through the Texas Homeland Security State Administrative Agency.

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 2016-013

A RESOLUTION OF THE CITY OF BROWNSVILLE SUPPORTING THE SUBMISSION OF AN APPLICATION TO THE LOCAL BORDER SECURITY GRANT PROGRAM, THROUGH THE TEXAS HOMELAND SECURITY STATE ADMINISTRATIVE AGENCY

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 is 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 for 2016 would be in the best interests 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, Criminal Justice Division; and
- (2) The City of Brownsville designates City Manager Charlie Cabler 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 on this the 15th day of March, 2016

Antonio "Tony" Martinez, Mayor

Michael Lopez, City Secretary

Approved as to legality and form
this 16 day of March, 2016.
Name: C. S. ALTY
Title: _____
Office of the City Attorney
1001 E. Elizabeth Street
Brownsville, TX 78520
Phone (361) 543-6211
Fax (361) 546-4291





Submit

AGENDA REQUEST FORM

Item Number: **12.**

COMMISSION MEETING DATE: 3/15/16

PLANNING

DEPT: _____ CONTACT CONSTANZA MINER

AGENDA

Select One:

Executive Session (City Attorney Only)	Workshop	Presentation	Agenda	Ordinance
Time needed: _____ Action Item: _____	Time Needed: _____	Time Needed: _____	<input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input type="checkbox"/> Consent	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading

Brief Description of Agenda Item:

Resolution to execute an Advanced Funding Agreement, between the City of Brownsville and the Texas Department of Transportation, regarding the Transportation Alternatives Program District 3 Rapid Implementation Project.

FINANCIAL: Budgeted Y / N Matching Funds Required Y / N If yes, how much \$6,800

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 Number 2016-019

A RESOLUTION OF THE CITY OF BROWNSVILLE, TO EXECUTE AN ADVANCE FUNDING AGREEMENT, BETWEEN THE CITY OF BROWNSVILLE AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT), REGARDING THE TRANSPORTATION ALTERNATIVE PROGRAM DISTRICT 3 RAPID IMPLEMENTATION PROJECT.

WHEREAS, the City of Brownsville received funding under the 2014 Transportation Alternatives Project; and,

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

Be it Resolved by the City of Brownsville:

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

PART 2. That this resolution shall become effective on March 15, 2016.

Adopted by the City Commission of the City of Brownsville on March 15, 2016.

Antonio "Tony" Martinez
Mayor

Attest:

Michael Lopez
City Secretary

Approved as to form and legality:

Mark Sossi, City Attorney



600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

February 11, 2016

The Honorable Tony Martinez
Mayor, City of Brownsville
P.O. Box 911
Brownsville, Texas 78522-0911

**RE: Advance Funding Agreement
District 3 Rapid Implementation Project
CSJ: 0921-06-284**

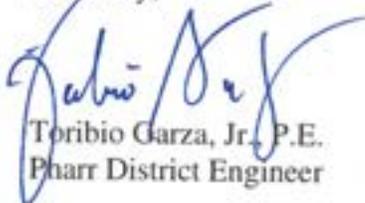
Dear Mayor Martinez:

As you know, the subject project received funding under the 2015 TAP Program Call of the Brownsville Metropolitan Planning Organization. To make use of the federal funds, an Advance Funding Agreement must be executed between the City of Brownsville and TxDOT. Attached for your signature are two originals of the Advance Funding Agreement.

Please sign and return both originals along with the City's resolution authorizing the AFA, to the attention of Ms. Roxana Garcia, our Advance Transportation Planning Director, at the above address for further processing. Please also include a check in the amount of \$6,800 to cover the City's estimated share of Preliminary Engineering Direct State Costs associated with this project, made payable to the Texas Department of Transportation Trust Fund.

Please contact Ms. Garcia or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,



Toribio Garza, Jr., P.E.
Pharr District Engineer

Attachments

cc: Homer Bazan, Jr., P.E., Director of Transportation Planning and Development
Juan Bosquez, P.E., San Benito Area Engineer
Stephen Walker, R.L.A. Landscape Architect
Project File

CSJ: 0921-06-284
District #: 21 - Pharr
Code Chart 64#: 05950
Project: District 3 Rapid Implementation
Project
FHWA CFDA #: 20.205
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT
MPO SELECTED OFF-SYSTEM**

This Advance Funding Agreement for a Transportation Alternatives Project ("**Agreement**") is made between the State of Texas ("**State**"), acting through the Texas Department of Transportation, and **City of Brownsville** ("**Local Government**"), acting through its duly authorized officials.

BACKGROUND

Local Government prepared and submitted to **Brownsville Metropolitan Planning Organization** a nomination form for consideration under the Transportation Alternatives Program ("**TAP**") for the project, which is briefly described as the **District 3 Rapid Implementation Project** ("**Project**").

Federal law establishes federally funded programs for transportation improvements to implement its public purposes.

Federal law, 23 USC § 134 and 49 USC § 5303, requires that State and MPOs develop transportation plans and programs for urbanized areas of Texas.

Tex. Transp. Code §§ 201.103 and 222.052 establish that State shall design, construct, and operate a system of highways in cooperation with local governments.

Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds.

The Texas Transportation Commission ("**Commission**") passed Minute Order Number 114213 ("**MO**") dated **February 26, 2015** awarding funding for projects in the **2015 TAP Program Call of the Brownsville Metropolitan Planning Organization**, including Project.

The rules and procedures for TAP are established in 23 USC § 213, and 43 Tex. Admin. Code Subchapter 11.F.

The governing body of Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached to and made a part of this Agreement as Attachment A.

Therefore, State and Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- 1.1. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.
- 1.2. Period of Performance.
 1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization Agreement ("FPAA") for that phase of work. Local Government may not begin work until issued the State Letter of Authority ("SLOA") for that phase of work.
 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.
2. **Termination of the Agreement**
 - 2.1. This Agreement may be terminated by any of the following conditions:
 - a. By mutual written consent and agreement of all parties;
 - b. By any party with 90 days written notice; or
 - c. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
 - 2.2. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
 - 2.3. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
 - 2.4. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
 - a. Local Government fails to satisfy any requirements of the program rules cited in 43 Tex. Admin. Code Subchapter 11.F.
 - b. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 - c. Local Government withdraws from participation in Project.
 - d. State determines that federal funding may be lost due to Project not being implemented and completed.
 - e. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.

- f. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.
- g. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

2.5. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice within 270 days of FPAA.

3. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. Scope of Work, Use of Project, and Project Location

- 4.1. The scope of work for Project (located as shown in Attachment B, Project Location Map) consists of: **Adding shared lane pavement markings and bicycle route signage to Ringgold Street, Sunset Drive, Old Alice Road, Jose Marti Boulevard, Hidden Valley Drive, Fireside Drive, Galveston Road, Coria Street, Medina Luna Road, Old Highway 77, and Country Club Road. This project will improve the City's bicycle network, connecting cyclists to multiple schools, parks, businesses, and residential neighborhoods.**
- 4.2. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

5. Right of Way and Real Property Acquisition

- 5.1. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- 5.2. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR § 24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.
- 5.3. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

- 5.4. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- 5.5. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.
- 5.6. For State-selected projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TAP Project.
- 5.7. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.
- 5.8. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- 5.9. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code § 11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.
- 5.10. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- 5.11. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

- 5.12. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

6. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless specified in (1) the nomination form approved by State or MPO in consultation with State and (2) this agreement, Local Government will not be reimbursed with federal or state funds for the cost of required utility work. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TAP participation if: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TAP funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

7. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- 7.1. Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- 7.2. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- 7.3. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- 7.4. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of Project subject to this Agreement are in compliance with the Texas Accessibility Standards ("TAS") issued by the Texas Department of Licensing and Regulation, under Tex. Gov't Code § 469.052. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) ("ADA").

9. Architectural and Engineering Services

Architectural and engineering services for preliminary engineering will be provided by Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Tex. Gov't Code Subchapter 2254.A., in all cases. Professional services contracts for federally

funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TAP reimbursement.

- 9.1. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
- 9.2. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
- 9.3. When architectural and engineering services are provided by or through State, then the following applies: State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

10. Construction Responsibilities

- 10.1. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
- 10.2. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
- 10.3. All contract change order review and approval procedures must be approved by State prior to start of construction.
- 10.4. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
- 10.5. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

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- 10.6. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

- 11.1. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.
- 11.2. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- 11.3. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- 11.4. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

12. Local Project Sources and Uses of Funds

- 12.1. A Project Budget Estimate and Source of Funds is provided as Attachment C, showing the total estimated development cost of Project. This estimate shows the itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is

responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- 12.2. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through State, Local Government must complete training in Local Government Procedures Qualification for the Texas Department of Transportation before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on Project successfully completes and receives a certificate for the course. Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of Project. State in its discretion may deny reimbursement if Local Government has not designated a qualified individual to oversee Project.
- 12.3. The Project budget and source of funds estimate based on the budget provided in the nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal Transportation Alternative Program funds assigned by the Commission or MPO in consultation with State to Project. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, Federal Project Authorization and Agreement ("FPAA"), or other federal documents.
- 12.4. Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project's estimated budget and any operating or maintenance expenses.
- 12.5. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- 12.6. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State's estimated construction oversight and construction cost.
- 12.7. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- 12.8. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- 12.9. Upon completion of Project, State will perform an audit of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party. If after final Project accounting, any excess funds remain, those funds may be applied by State to Local Government's contractual obligations to State under another advance funding agreement with approval by appropriate personnel of Local Government.

- 12.10. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- 12.11. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- 12.12. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- 12.13. State will not pay interest on any funds provided by Local Government.
- 12.14. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- 12.15. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- 12.16. If Local government is an Economically Disadvantaged County ("EDC") and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

13. Notices

- 13.1. All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
Mayor	Director of Contract Services Office
City of Brownsville	Texas Department of Transportation
PO Box 911	125 E. 11 th Street
Brownsville, TX 78522-0911	Austin, TX 78701-2483

- 13.2. All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the

change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

14. Legal Construction

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

15. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

16. Ownership of Documents

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

17. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

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

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in 2 CFR Part 200 and with the property management standard established in 2 CFR Part 200.

22. Inspection of Books and Records

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

23. Civil Rights Compliance

Local Government shall comply with the regulations of the U. S. Department of Transportation ("DOT") as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise Program Requirements

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

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The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

25. Debarment Certifications

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

26. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- 26.1. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 26.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 26.3. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC § 1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

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

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all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

- 27.2. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

28. Federal Funding Accountability and Transparency Act Requirements

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

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

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- 28.2. Local Government agrees that it shall:

- a. Obtain and provide to State a System for Award Management ("SAM") number (Federal Acquisition Regulation ("FAR") Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is <https://www.sam.gov/portal/public/SAM/>
- b. Obtain and provide to State a Data Universal Numbering System ("DUNS") number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
- c. Report the total compensation and names of its top five executives to State if:
 1. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

- 29.1. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- 29.2. If threshold expenditures are met during Local Government's fiscal year, Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is \$500,000; the expenditure threshold for fiscal years beginning on or after December 31, 2014 is \$750,000.
- 29.3. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Audit Office as follows:

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We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____.

29.4. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

30. **Signatory Warranty**

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

Each party is signing this agreement on the date stated opposite that party's signature.

City of Brownsville

Date: _____

By: _____
Signature

Typed or Printed Name

Title

THE STATE OF TEXAS

Date: _____

By: _____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

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ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT

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ATTACHMENT B PROJECT LOCATION MAP



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ATTACHMENT C
PROJECT ESTIMATE AND SOURCE OF FUNDS
 Local Government Performs PE Work or Hires Consultant/ State Lets Project to Construction

Description of Project Costs to be Incurred	Total Project Cost Estimate	Work Performed by Local Government ("LG")					
		Federal Participation		State Participation		Local Government (LG) Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering	\$24,000	0%	\$0	0%	\$0	100%	\$24,000
Environmental	\$10,000	0%	\$0	0%	\$0	100%	\$10,000
Work by LG Subtotal	\$34,000		\$0		\$0		\$34,000
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Construction ²	\$178,375	80%	\$142,700	16.6%	\$29,610	3.4%	\$6,065
Work by State Subtotal	\$178,375		\$142,700		\$29,610		\$6,065

CSJ: 0921-06-284
 District #: 21 - Pharr
 Code Chart 64#: 05950
 Project: District 3 Rapid Implementation
 Project
 FHWA CFDA #: 20.205
 Not Research and Development

Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight							
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation		State Participation		Local Government (LG) Participation Includes any EDC reduction where applicable	
		%	Cost	%	Cost		%
Preliminary Engineering ¹	\$4,800	0%	\$0	0%	\$0	100%	\$4,800
Environmental Cost ¹	\$2,000	0%	\$0	0%	\$0	100%	\$2,000
Right of Way ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Utilities ¹	\$0	0%	\$0	0%	\$0	0%	\$0
Construction ²	\$10,703	0%	\$0	0%	\$0	100%	\$10,703
Indirect State Costs (6.2%)	\$11,059	0%	\$0	100%	\$11,059	0%	\$0
Direct & Indirect State Cost Subtotal	\$28,562		\$0		\$11,059		\$17,503
TOTAL PARTICIPATION	\$240,937		\$142,700		\$40,669		\$57,568

The estimated total participation by Local Government is \$57,568, plus 100% of overruns.
 Total estimated payment by Local Government to State is \$23,568.

¹Local Government's first payment of \$6,800 is due to State within 30 days from execution of this contract.

²Local Government's second payment of \$16,768 is due to State within 60 days prior to the Construction contract being advertised for bids.

³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20% or greater, unless In-Kind, EDC adjustments or TDCs are applied.
 This is an estimate, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for Project are \$142,700.



Submit

AGENDA REQUEST FORM

Item Number: **13.**

COMMISSION MEETING DATE: 3/15/16

PLANNING

DEPT: _____ CONTACT CONSTANZA MINER

AGENDA

Select One:

Executive Session (City Attorney Only)	Workshop	Presentation	Agenda	Ordinance
Time needed: _____ Action Item: _____	Time Needed: _____	Time Needed: _____	<input type="checkbox"/> Public Hearing <input type="checkbox"/> Contract <input type="checkbox"/> Grant <input checked="" type="checkbox"/> Action <input type="checkbox"/> Consent	<input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading

Brief Description of Agenda Item:

Resolution to execute an Advanced Funding Agreement, between the City of Brownsville and the Texas Department of Transportation, regarding the Transportation Alternatives Program International Boulevard Area Bicycling Routes.

FINANCIAL: Budgeted Y / N Matching Funds Required Y / N If yes, how much \$6,400

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 Number 2016-020

A RESOLUTION OF THE CITY OF BROWNSVILLE, TO EXECUTE AN ADVANCE FUNDING AGREEMENT, BETWEEN THE CITY OF BROWNSVILLE AND THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT), REGARDING THE TRANSPORTATION ALTERNATIVE PROGRAM PROJECT INTERNATIONAL BOULEVARD BICYCLING ROUTES.

WHEREAS, the City of Brownsville received funding under the 2014 Transportation Alternatives Project; and,

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

Be it Resolved by the City of Brownsville:

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

PART 2. That this resolution shall become effective on March 15, 2016.

Adopted by the City Commission of the City of Brownsville on March 15, 2016.

Antonio “Tony” Martinez
Mayor

Attest:

Michael Lopez
City Secretary

Approved as to form and legality:

Mark Sossi, City Attorney



Texas Department of Transportation

600 W. Interstate 2 | Pharr, Texas 78577-1231 | (956) 702-6100 | www.txdot.gov

February 11, 2016

The Honorable Tony Martinez
Mayor, City of Brownsville
P.O. Box 911
Brownsville, Texas 78522-0911

**RE: Advance Funding Agreement
International Boulevard Bicycle Routes
CSJ: 0921-06-285**

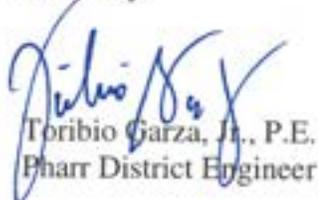
Dear Mayor Martinez:

As you know, the subject project received funding under the 2015 TAP Program Call of the Brownsville Metropolitan Planning Organization. To make use of the federal funds, an Advance Funding Agreement must be executed between the City of Brownsville and TxDOT. Attached for your signature are two originals of the Advance Funding Agreement.

Please sign and return both originals along with the City's resolution authorizing the AFA, to the attention of Ms. Roxana Garcia, our Advance Transportation Planning Director, at the above address for further processing. Please also include a check in the amount of \$6,400 to cover the City's estimated share of Preliminary Engineering Direct State Costs associated with this project, made payable to the Texas Department of Transportation Trust Fund.

Please contact Ms. Garcia or me at (956)702-6100 if you have any questions regarding this submission.

Sincerely,



Toribio Garza, Jr., P.E.
Pharr District Engineer

Attachments

cc: Homer Bazan, Jr., P.E., Director of Transportation Planning and Development
Juan Bosquez, P.E., San Benito Area Engineer
Stephen Walker, R.L.A. Landscape Architect
Project File

CSJ: 0921-06-285 Fed. # STP: STP () JTP
District #: 21 - Pharr
Code Chart 64#: 05950
Project: International Boulevard Bicycle
Routes
FHWA CFDA #: 20.205
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
FOR A TRANSPORTATION ALTERNATIVES PROGRAM PROJECT
MPO SELECTED OFF-SYSTEM**

This Advance Funding Agreement for a Transportation Alternatives Project ("Agreement") is made between the State of Texas ("State"), acting through the Texas Department of Transportation, and City of Brownsville ("Local Government"), acting through its duly authorized officials.

BACKGROUND

Local Government prepared and submitted to **Brownsville Metropolitan Planning Organization** a nomination form for consideration under the Transportation Alternatives Program ("TAP") for the project, which is briefly described as **the International Boulevard Area Bicycling Routes** ("Project").

Federal law establishes federally funded programs for transportation improvements to implement its public purposes.

Federal law, 23 USC § 134 and 49 USC § 5303, requires that State and MPOs develop transportation plans and programs for urbanized areas of Texas.

Tex. Transp. Code §§ 201.103 and 222.052 establish that State shall design, construct, and operate a system of highways in cooperation with local governments.

Federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds.

The Texas Transportation Commission ("Commission") passed Minute Order Number 114213 ("MO") dated **February 26, 2015** awarding funding for projects in the 2015 TAP Program Call of the **Brownsville Metropolitan Planning Organization**, including Project.

The rules and procedures for TAP are established in 23 USC § 213, and 43 Tex. Admin. Code Subchapter 11.F.

The governing body of Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached to and made a part of this Agreement as Attachment A.

Therefore, State and Local Government agree as follows:

AGREEMENT

1. Period of Agreement and Performance

- 1.1. Period of Agreement. This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.
- 1.2. Period of Performance.
 1. The Performance Period for each phase of work begins on the date specified in the Federal Project Authorization Agreement ("FPAA") for that phase of work. Local Government may not begin work until issued the State Letter of Authority ("SLOA") for that phase of work.
 2. The Performance Period for each phase of work ends on the date specified in the FPAA for that phase of work.

2. Termination of the Agreement

- 2.1. This Agreement may be terminated by any of the following conditions:
 - a. By mutual written consent and agreement of all parties;
 - b. By any party with 90 days written notice; or
 - c. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.
- 2.2. If the potential termination of this Agreement is due to the failure of Local Government to fulfill its contractual obligations, State will notify Local Government that possible breach of contract has occurred. Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.
- 2.3. If Local Government withdraws from Project after this Agreement is executed, Local Government shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system and with 2 CFR Part 200 recapture requirements.
- 2.4. A project may be eliminated from the program as outlined below. If Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
 - a. Local Government fails to satisfy any requirements of the program rules cited in 43 Tex. Admin. Code Subchapter 11.F.
 - b. The implementation of Project would involve significant deviation from the activities proposed in the nomination form and approved by the Texas Transportation Commission or MPO in consultation with State.
 - c. Local Government withdraws from participation in Project.
 - d. State determines that federal funding may be lost due to Project not being implemented and completed.
 - e. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.

- f. The associated FPAA is not issued by the end of the third federal fiscal year following the federal fiscal year for which the funds are authorized. Federal fiscal years run October 1 through September 30.
- g. Local Government fails to attend progress meetings at least twice yearly, as scheduled by State.

2.5. State, at its sole discretion, may terminate this Agreement if State does not receive project invoice within 270 days of FPAA.

3. Amendments

This Agreement may be amended due to changes in the work, the amount of funding required to complete Project, or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. Scope of Work, Use of Project, and Project Location

- 4.1. The scope of work for Project (located as shown in Attachment B, Project Location Map) consists of: **Adding shared lane pavement markings and bicycle route signage to International Boulevard, Expressway 77 N. Frontage Road, Lincoln Street, Cleveland Street, Hortencia Boulevard, Avenida De La Plata, and E. 30th Street. This project will improve the City's bicycle network, connecting cyclists to multiple schools, parks, businesses, and residential neighborhoods.**
- 4.2. Any project changes proposed must be submitted in writing by Local Government to State. Changes may also require an amendment to this Agreement and the approval of the FHWA, State, MPO, or the Commission. Any changes undertaken without written approval and amendment of this Agreement may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

5. Right of Way and Real Property Acquisition

- 5.1. Right of way and real property acquisition shall be the responsibility of Local Government. Title to right of way and other related real property must be acceptable to State before funds may be expended for the improvement of the right of way or real property. If Local Government is the owner of any part of Project site under this Agreement, Local Government shall permit State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- 5.2. Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC § 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR § 24.2(g). Documentation to support such compliance must be maintained and made available to State and its representatives for review and inspection.
- 5.3. Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use to the real property required for development of Project. Evidence of title or right of use shall be acquired in the name of (1) State, if the real property is to be made part of the State Highway System, and (2) Local Government, otherwise. The evidence of title or rights shall be acceptable to State, and be free and clear of all encroachments. Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop Project according to the approved Project plans. Local Government shall be responsible for securing any additional real property required for completion of Project.

- 5.4. Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to State for approval prior to Local Government acquiring the real property. Tracings of the maps shall be retained by Local Government for a permanent record.
- 5.5. Local Government shall determine property values for each real property parcel to be purchased with federal funds using methods acceptable to State and shall submit to State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations must list the parcel numbers, ownership, acreage, and recommended compensation. The tabulation must be accompanied by an explanation to support the estimated values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by Local Government in performing this work may be eligible for reimbursement after Local Government has received written authorization by State to proceed with determination of real property values. State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.
- 5.6. For State-selected projects, Local Government shall not use eminent domain or condemnation to acquire real property for this TAP Project.
- 5.7. Reimbursement for real property costs will be made to Local Government for real property purchased in an amount not to exceed 80 percent of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed 80 percent of State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to Local Government for necessary payments to appraisers for expenses incurred in order to assure good title.
- 5.8. Local Government and current property owner are responsible for any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement Project. State will not pay any of these costs.
- 5.9. If Project requires the use of real property to which Local Government will not hold title, a separate agreement between the owners of the real property and Local Government must be executed prior to execution of this Agreement. The separate agreement between Local Government and the current property owner must establish that Project will be dedicated for public use for a period of time not less than ten years after project completion and commensurate with the federal investment as outlined in 43 Tex. Admin. Code § 11.317. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of Project after completion. The separate agreement must be approved by State prior to its execution and a copy of the executed separate agreement shall be provided to State.
- 5.10. Local Government shall execute individually or produce a legal document as necessary to provide for Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.
- 5.11. Local governments receiving federal funds must comply with 23 CFR Part 710 and 49 CFR Part 24, and with the procedures provided in Chapter 6 of the State's Local Government Project Policy Manual. Local Government agrees to monitor Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate. Local Government agrees to the review of their Project accounts and site visits by State during the development of Project at any time. Upon Project completion, State will continue to perform periodic visits to confirm Project's continued use and upkeep.

- 5.12. Before the advertisement for bids, Local Government shall provide a certification to State that all real property has been acquired.

6. Utilities

Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to State of a delay resulting from Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. Unless specified in (1) the nomination form approved by State or MPO in consultation with State and (2) this agreement, Local Government will not be reimbursed with federal or state funds for the cost of required utility work. Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, Local Government shall provide, at State's request, a certification stating that Local Government has completed the adjustment of all utilities that must be adjusted before construction begins. Additional utility work may be required due to unknown conditions discovered during construction. These costs may be eligible for TAP participation if: (1) the activity is required to complete Project; (2) the cost is incidental to Project; and (3) TAP funding is available. Any change orders must be approved by State prior to incurring any cost for which reimbursement is sought.

7. Environmental Assessment and Mitigation

Development of Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- 7.1. Local Government is responsible for the identification and assessment of any environmental problems associated with the development of Project.
- 7.2. Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards Local Government's financial share of Project unless specified in the nomination form and approved by State or MPO in consultation with State.
- 7.3. Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- 7.4. Before the advertisement for bids, Local Government shall provide to State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of Project subject to this Agreement are in compliance with the Texas Accessibility Standards ("TAS") issued by the Texas Department of Licensing and Regulation, under Tex. Gov't Code § 469.052. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) ("ADA").

9. Architectural and Engineering Services

Architectural and engineering services for preliminary engineering will be provided by **Local Government**. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if Project is federally funded and Local Government will be seeking reimbursement for these services; and with Tex. Gov't Code Subchapter 2254.A., in all cases. Professional services contracts for federally

funded projects must conform to federal requirements. For State-selected projects, architectural and engineering services are not eligible for TAP reimbursement.

- 9.1. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with State's applicable Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges and the two American Association of State Highway and Transportation Officials' ("AASHTO") publications, "A Policy on Geometric Design of Highways and Streets" and "Guide for the Development of Bicycle Facilities," as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. The use of other systems of specifications shall be approved by State in writing in advance.
 - 9.2. When architectural and engineering services are provided by or through Local Government, Local Government shall submit any plans it has completed to State for review and approval. Local Government may also submit the plans to State for review any time prior to completion. Local Government shall make the necessary revisions determined by State. Local Government will not let the construction contract until all required plans have received State approval.
 - 9.3. When architectural and engineering services are provided by or through State, then the following applies: State is responsible for the delivery and performance of any required architectural or preliminary engineering work. Local Government may review and comment on the work as required to accomplish Project purposes. State will cooperate with Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.
10. **Construction Responsibilities**
- 10.1. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by State prior to advertising for construction.
 - 10.2. All contract letting and award procedures must be approved by State prior to letting and award of the construction contract, whether the construction contract is awarded by State or by Local Government.
 - 10.3. All contract change order review and approval procedures must be approved by State prior to start of construction.
 - 10.4. Upon completion of Project, the party constructing Project will issue and sign a "Notification of Completion" acknowledging Project's construction completion.
 - 10.5. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements provided in 23 CFR Parts 633 and 635, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Subpart 635.B.

- 10.6. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by State and Local Government prior to authorizing the contractor to perform the work. Prior to completion of Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

- 11.1. Upon completion of Project, Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should Local Government at any time after Project completion decide it can no longer maintain and operate Project for its intended purpose, Local Government shall consult with State and the FHWA as to the disposal or alternate uses, consistent with Project's original intent. State may require Local Government to return the federal funds in accordance with 2 CFR Part 200 federal recapture requirements. Should Local Government consider conveying the property, State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from Local Government of their intended action must be submitted to State for an FHWA review a minimum of 90 days prior to any action being taken by Local Government. Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.
- 11.2. Any manufacturer warranties extended to Local Government as a result of Project shall remain in the name of Local Government. State shall not be responsible for honoring any warranties under this Agreement.
- 11.3. Should Local Government derive any income from the development and operation of Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to State on a quarterly basis. Monies set aside according to this provision shall be expended using accounting procedures and with the property management standards established in 2 CFR Part 200.
- 11.4. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of Project.

12. Local Project Sources and Uses of Funds

- 12.1. A Project Budget Estimate and Source of Funds is provided as Attachment C, showing the total estimated development cost of Project. This estimate shows the itemized cost of real property, utilities, environmental assessments, construction, and other construction related costs. To be eligible for reimbursement or as in-kind contribution, costs must have been included in the nomination form approved by the Texas Transportation Commission or MPO in consultation with State. State and the Federal Government will not reimburse Local Government for any work performed outside the Performance Period. After federal funds have been obligated, State will send to Local Government a copy of the formal documentation showing the obligation of funds including federal award information. Local Government is

responsible for 100 percent of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

- 12.2. If Local Government will perform any work under this Agreement for which reimbursement will be provided by or through State, Local Government must complete training in Local Government Procedures Qualification for the Texas Department of Transportation before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on Project successfully completes and receives a certificate for the course. Local Government shall provide the certificate of qualification to State. The individual who receives the training certificate may be an employee of Local Government or an employee of a firm that has been contracted by Local Government to perform oversight of Project. State in its discretion may deny reimbursement if Local Government has not designated a qualified individual to oversee Project.
- 12.3. The Project budget and source of funds estimate based on the budget provided in the nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to Project by state and local sources, as well as the maximum amount in federal Transportation Alternative Program funds assigned by the Commission or MPO in consultation with State to Project. This Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, Federal Project Authorization and Agreement ("FPAA"), or other federal documents.
- 12.4. Local Government will be responsible for all non-federal participation costs associated with Project, including any overruns in excess of Project's estimated budget and any operating or maintenance expenses.
- 12.5. State will be responsible for securing the federal share of funding required for the development and construction of Project, in an amount not to exceed 80 percent of the actual cost of the work up to the amount of funds approved for Project by the Texas Transportation Commission or MPO in consultation with State. Federal funds will be reimbursed on a cost basis. Project costs incurred prior to issuance of the SLOA are not eligible for reimbursement.
- 12.6. Following execution of this Agreement, but prior to the performance of any plan review work by State, Local Government will pay to State the amount specified in Attachment C for plan review. At least 60 days prior to the date set for receipt of the construction bids, Local Government shall remit its remaining local match as specified in Attachment C for State's estimated construction oversight and construction cost.
- 12.7. In the event State determines that additional funding is required by Local Government at any time during Project, State will notify Local Government in writing. Local Government is responsible for the percentage of the authorized Project cost shown in Attachment C and 100 percent of any overruns above the federally authorized amount. Local Government will make payment to State within 30 days from receipt of State's written notification.
- 12.8. Whenever funds are paid by Local Government to State under this Agreement, Local Government will remit a warrant made payable to the "Texas Department of Transportation." The warrant will be deposited by State and managed by State. Funds may only be applied by State to Project.
- 12.9. Upon completion of Project, State will perform an audit of Project costs. Any funds due to Local Government, State, or the Federal Government will be promptly paid by the owing party. If after final Project accounting, any excess funds remain, those funds may be applied by State to Local Government's contractual obligations to State under another advance funding agreement with approval by appropriate personnel of Local Government.

- 12.10. In the event Project is not completed, State may seek reimbursement from Local Government of the expended federal funds. Local Government will remit the required funds to State within 60 days from receipt of State's notification.
- 12.11. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by Local Government. The cost of providing right of way acquired by State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.
- 12.12. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- 12.13. State will not pay interest on any funds provided by Local Government.
- 12.14. State will not execute the contract for the construction of Project until the required funding has been made available by Local Government in accordance with this Agreement.
- 12.15. Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by State no more frequently than monthly, and no later than 90 days after costs are incurred. If Local Government submits invoices more than 90 days after the costs are incurred, and if federal funding is reduced as a result, State shall have no responsibility to reimburse Local Government for those costs.
- 12.16. If Local government is an Economically Disadvantaged County ("EDC") and if State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

13. Notices

- 13.1. All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government	State
Mayor	Director of Contract Services Office
City of Brownsville	Texas Department of Transportation
PO Box 911	125 E. 11 th Street
Brownsville, TX 78522-0911	Austin, TX 78701-2483

- 13.2. All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the

change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

14. Legal Construction

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

15. Responsibilities of the Parties

Neither party is an agent, servant, or employee of the other party and each party is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

16. Ownership of Documents

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

17. Document and Information Exchange

Local Government agrees to electronically deliver to State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft Word or similar format. If requested by State, Local Government will use State's document template. Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by State. This requirement applies whether Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of State, Local Government shall submit any information required by State in the format directed by State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, Local Government shall furnish State with satisfactory proof of this compliance.

19. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles

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

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in 2 CFR Part 200 and with the property management standard established in 2 CFR Part 200.

22. Inspection of Books and Records

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

23. Civil Rights Compliance

Local Government shall comply with the regulations of the U. S. Department of Transportation ("DOT") as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise Program Requirements

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

CSJ: 0921-06-285 Fed. # STP: STP ()JTP
District #: 21 - Pharr
Code Chart 64#: 05950
Project: International Boulevard Bicycle
Routes
FHWA CFDA #: 20.205
Not Research and Development

The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.

25. Debarment Certifications

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

26. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- 26.1. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 26.2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 26.3. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by 31 USC § 1352 for making or entering into this transaction. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

27. Insurance

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

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all work on State right of way shall cease immediately, and State may recover damages and all costs of completing the work.

- 27.2. For projects including buildings, Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "Loss Payee" should the building be destroyed.

28. Federal Funding Accountability and Transparency Act Requirements

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

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

<http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.

- 28.2. Local Government agrees that it shall:

- a. Obtain and provide to State a System for Award Management ("SAM") number (Federal Acquisition Regulation ("FAR") Subpart 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is <https://www.sam.gov/portal/public/SAM/>
- b. Obtain and provide to State a Data Universal Numbering System ("DUNS") number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet on-line registration website <http://fedgov.dnb.com/webform>; and
- c. Report the total compensation and names of its top five executives to State if:
 1. More than 80 percent of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 2. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

29. Single Audit Report

- 29.1. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR Part 200.
- 29.2. If threshold expenditures are met during Local Government's fiscal year, Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is \$500,000; the expenditure threshold for fiscal years beginning on or after December 31, 2014 is \$750,000.
- 29.3. If expenditures are less than the threshold during Local Government's fiscal year, Local Government must submit a statement to TxDOT's Audit Office as follows:

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We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY_____.

29.4. For each year Project remains open for federal funding expenditures, Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or Project has been formally closed out and no charges have been incurred within the current fiscal year.

30. **Signatory Warranty**

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

Each party is signing this agreement on the date stated opposite that party's signature.

City of Brownsville

Date: _____

By: _____
Signature

Typed or Printed Name

Title

THE STATE OF TEXAS

Date: _____

By: _____
Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

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ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT

CSJ: 0921-06-285 Fed. # STP: STP (JTP
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ATTACHMENT C
PROJECT ESTIMATE AND SOURCE OF FUNDS
 Local Government Performs PE Work or Hires Consultant/ State Lets Project to Construction

Description of Project Costs to be Incurred	Total Project Cost Estimate	Work Performed by Local Government ("LG")					
		Federal Participation		State Participation		Local Government (LG) Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering	\$22,000	0%	\$0	0%	\$0	100%	\$22,000
Environmental	\$10,000	0%	\$0	0%	\$0	100%	\$10,000
Work by LG Subtotal	\$32,000		\$0		\$0		\$32,000
Work Performed by the State (Local Participation paid up front by LG to TxDOT)							
Construction ²	\$177,250	80%	\$141,800	16.6%	\$29,424	3.4%	\$6,026
Work by State Subtotal	\$177,250		\$141,800		\$29,424		\$6,026

CSJ: 0921-06-285 Fed. # STP: STP () JTP
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Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight									
Description of Project Costs to be Incurred	Total Project Cost Estimate	Federal Participation			State Participation			Local Government (LG) Participation	
		Includes additional percentage for TDC apportionment where applicable						Includes any EDC reduction where applicable	
		%	Cost	%	%	Cost	%	%	Cost
Preliminary Engineering ¹	\$4,400	0%	\$0	0%	\$0	0%	100%	\$4,400	
Environmental Cost ¹	\$2,000	0%	\$0	0%	\$0	0%	100%	\$2,000	
Right of Way ¹	\$0	0%	\$0	0%	\$0	0%	0%	\$0	
Utilities ¹	\$0	0%	\$0	0%	\$0	0%	0%	\$0	
Construction ²	\$10,635	0%	\$0	0%	\$0	0%	100%	\$10,635	
Indirect State Costs (6.2%)	\$10,990	0%	\$0	100%	\$10,990	0%	0%	\$0	
Direct & Indirect State Cost Subtotal	\$28,025		\$0		\$10,990			\$17,035	
TOTAL PARTICIPATION	\$237,275		\$141,800		\$40,414			\$55,061	

The estimated total participation by Local Government is \$55,061, plus 100% of overruns.

Total estimated payment by Local Government to State is \$23,061.

¹Local Government's first payment of \$6,400 is due to State within 30 days from execution of this contract.

²Local Government's second payment of \$16,661 is due to State within 60 days prior to the Construction contract being advertised for bids.

³If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.

The eligible percent of required local match is stated in the nomination and must be 20% or greater, unless In-Kind, EDC adjustments or TDCs are applied. This is an estimate, the final amount of Local Government participation will be based on actual costs.

Maximum federal TAP funds available for Project are \$141,800.



Submit

AGENDA REQUEST FORM

Item Number: 14.

COMMISSION MEETING DATE: 3/15/16

DEPT: PLANNING

CONTACT CONSTANZA MINER

AGENDA

Select One:

Executive Session (City Attorney Only) Time needed: _____ Action Item: _____	Workshop Time Needed: _____	Presentation Time Needed: _____	Agenda <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Contract <input type="checkbox"/> Grant <input type="checkbox"/> Action <input type="checkbox"/> Consent	Ordinance <input type="checkbox"/> First Reading <input type="checkbox"/> Second Reading
--	---	---	---	---

Brief Description of Agenda Item:

Consideration and ACTION to award a contract for engineering services for the contract sum total \$40,209.00 for the Transportation Alternatives Program projects, International Boulevard Area Bicycling Routes and the District 3 Rapid Implementation Project.

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
PLANNING & ZONING DEPARTMENT

MEMORANDUM

TO: ROBERTO LUNA, PURCHASING DIRECTOR
ATTN: JOSE PEREZ, ASSISTANT PURCHASING DIRECTOR
FROM: CONSTANZA MINER, PLANNING DIRECTOR OF OPERATIONS
CC: RAMIRO GONZALEZ, ASSISTANT PLANNING DIRECTOR
EVA GARCIA, PLANNER II
DATE: MARCH 3, 2016
SUBJECT: NAISMITH ENGINEERING, INC. FOR THE TRANSPORTATION
ALTERNATIVES PROGRAM PROJECTS

Mr. Luna,

The Planning Department currently has two projects that have been awarded funds from the Transportation Alternatives Program. These two projects are the International Area Bicycling Routes and the District 3 Rapid Implementation Project.

At the March 15, 2016 Commission Meeting, items will be on the agenda to execute Advanced Funding Agreements, between the City of Brownsville and the Texas Department of Transportation, for the two projects. Additionally, we are presenting an agenda item to award a contract for engineering services for both projects. Services for the International Area Bicycling Routes total \$20,171. Services for the District 3 Rapid Implementation Project total \$20,038. The sum total for services, which include surveying, environmental, and TxDOT coordination, is \$40,209.

Given that both projects will be subject to TxDOT review, and therefore need to meet TxDOT standards as they will eventually be let by TxDOT, we are recommending that Naismith Engineering, Inc. be approved for this work. Naismith Engineering, Inc. has

previously demonstrated the capability to successfully engineer plans for a bicycle/pedestrian infrastructure project that have met TxDOT standards. Their experience in working not only with TxDOT but also on bicycle infrastructure makes them the only viable candidate.

The funding will be taken from the Bike/Ped Fund (87) TAP Environmental and Other Services Account (87-8200-9129-20), and has been approved by the Finance Department.

If you have any questions please feel free to contact me at (956)548-6103.

STATE OF TEXAS

COUNTY OF CAMERON

§
§
§

PROFESSIONAL ENGINEERING SERVICES CONTRACT

This is a Contract between the CITY OF BROWNSVILLE ("COB"), acting by its duly authorized City Manager and Naismith Engineering, Inc., a Corporation doing business in Texas ("Engineer"), acting herein by its duly authorized principal, Anna A. Smith, P.E.

WHEREAS, the COB desires to engage Engineer as an independant Contractor to render certain technical and professional services, to include the engineering evaluation and/or design of: see attached proposal.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Scope of Services

Engineer agrees to perform professional engineering services to proceed with topogaohy survey, preliminary design, final design, bidding & negotiation, construction phase and project cdoes-out of: see attached proposal.

See Attached for Engineer Proposal

2. Compensation

COB will pay Engineer for the basic technical and professional services as described in the attached proposal in the not-to-exceed amount of \$ \$34,680.00.

See Attached Proposal for Fee Summary

In the event that the engineer believes that the proposal amounts are inadequate to accomplish the intended Scope of Services, Engineer shall notify COB in advance of exceeding the attached amount and negotiate a contract change as agreed by both parties.

3. Method of Payment

- A. Compensation under all invoices shall be in accordance with, and at the fees described in paragraph 2 above and attached proposal as may be periodically amended, COB shall pay Engineer its fees based on the presentation by Engineer to COB of a monthly statement for all current amounts earned under the Contract. COB shall then attempt to pay Engineer its fees within 10 (ten) days after the approval and payment of each monthly amount by the COB, but in no event later than thirty (30) days after presentation of an accurate monthly statement by Engineer to COB. COB shall have sole discretion in the approval or disapproval of any compensation to Engineer.

- B. Engineer shall keep accurate records, including time sheets and travel vouchers of all time and expenses allocated to performance of any technical and professional services included within the Scope of Services described in the attached proposal. All such records shall be kept in the offices of Engineer for a period of not less than three (3) years and shall be made available to COB for inspection, audit or copying upon reasonable request.

4. Engineer's Standard of Care

Engineer shall provide its services under this Contract with the same degree of care, skill and diligence as is ordinarily provided by a professional engineer under similar circumstances for a project of which this contract applies, and shall provide professional consultations and advice to the COB during the performance of the services under this Contract.

5. Ownership of Documents

As part of the total compensation which COB has agreed to pay Engineer for the professional services to be rendered under this Contract, Engineer agrees that all finished and unfinished documents (including but not limited to paper and digital formats), data, studies, surveys, drawings, specifications, field notes, maps, models, photographs and reports which are produced by Engineer are, and will remain, the property of the COB. Engineer shall have the right to use such work products for Engineer's purposes. The above notwithstanding, Engineer shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary and intellectual property information provided pursuant to this Contract, whether or not such proprietary information was modified during the course of providing the Services.

Any reuse of the documents by COB or others without the express written consent of the Engineer will be at the reuser's sole risk and without liability or legal exposure to the Engineer, and COB shall hold harmless the Engineer from all claims, damages, losses, expense, and costs, including attorney's fees arising out of or resulting from the improper reuse of said documents without the Engineer's consent. The granting of such consent may entitle the Engineer to further compensation at rates to be agreed upon by COB and Engineer.

6. Insurance

- A. Engineer agrees to maintain Worker's Compensation and Employers' Liability Insurance to cover all of its own personnel engaged in performing services for COB under this Contract in the following amounts:

Workmen's Compensation – Statutory
Employers' Liability -- \$100,000.00

- B. Engineer also agrees to maintain Commercial General Liability, Comprehensive Business Automobile Liability, and Umbrella Liability Insurance covering claims against Engineer for damages resulting from bodily injury, death or property damages from accidents arising in the course of work performed under this Contract in at least the following amounts:

Commercial General Liability

Personal injury and property damage -
\$500,000.00 combined single limit each occurrence and
\$500,000.00 aggregate

Comprehensive Business Automobile Liability for all vehicles:

Bodily injury and property damage -
\$300,000.00 combined single limit each occurrence

Umbrella Liability:

\$1,000,000.00

- C. Engineer shall add the City of Brownsville, as additional insureds on all required insurance policies, except worker's compensation, employer's liability and errors and omissions insurance that Engineer will carry. The Commercial General Liability Policy and Umbrella Liability Policy shall be of an "occurrence" type policy. The Commercial General Liability Policy shall also include protection against claims insured by the usual personal injury liability coverage, and a "protective liability" endorsement to ensure contractual liability assumed by Engineer under section 7 entitled "Indemnification."
- D. Engineer shall furnish COB with an Insurance Certificate on the date this Contract is executed and accepted by the COB, which confirms that all required insurance policies are in full force and effect.
- E. Additionally, Engineer agrees to maintain errors and omissions liability insurance in the amount of not less than one million dollars (\$1,000,000.00) annual aggregate, on a claims made basis, as long as reasonably available under standard policies.

7. Indemnification

Engineer shall indemnify, defend and hold harmless COB and its officers, agents, servants and employees from all suits, actions, losses, damages, claims or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and reasonable attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, to the extent arising out of or occasioned by the negligent acts of Engineer or its agents or employees in the execution of performance of this contract.

Engineer's total liability to for any losses or damages from claims arising out of or in connection with, this Contract from any cause including Engineer's strict liability, breach of contract, or professional negligence errors and omissions shall not exceed the limits of the Engineer's liability insurances as specified in Paragraph 6 E herein

Addresses for Notices and Communications

8. **City of Brownsville**
404 E. Washington Street
P.O. Box 911
Brownsville, Texas 78520-3270
Attn:
Phone:
Facsimile:

Engineer

Naismith Engineering, Inc.
789 E. Washington
Brownsville, Texas 78523

Attn: Ana Smith, P.E.
Phone: (956) 541-1155
Facsimile: (775) 305-2554

All notices and communications under this Contract shall be mailed or delivered to the COB and Engineer at the above addresses.

9. Successors and Assignments

The COB and Engineer each binds itself and its successors, executors, administrators and assigns to the other parties of this Contract and to the successors, executors, administrators and assigns of such other parties, in respect to all covenants of this Contract. Except as noted in the first part of this Paragraph, neither the COB nor Engineer shall assign, sublet or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer, Board Member, Commissioner, or employee of any public body which is a party hereto.

10. Termination of Contract for Cause

If, through any cause, Engineer shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if Engineer shall violate any of the covenants, agreements, warranties or stipulations of this Contract, the COB shall thereupon have the

right to terminate this Contract by giving written notice to Engineer of such termination and specifying the date thereof, at least ten (10) calendar days before the effective date of such termination. In such event, all finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Engineer under this Contract shall become the property of the COB, except as provided by Paragraph 5 of this Contract, and Engineer shall be entitled to receive just and equitable final compensation for any work satisfactorily completed hereunder provided such compensation is approved by the COB in its sole discretion. The method of compensation herein shall be as provided in Paragraphs 2 and 3A of this Contract.

Notwithstanding the above, Engineer shall not be relieved of liability to the COB for damages sustained by the COB by virtue of any intentional and/or negligent act or omission, or any breach of the Contract by Engineer, and the COB may withhold any payments to Engineer for the purpose of reasonable setoff until such time as the exact amount of damages due the COB from Engineer is determined.

Engineer agrees that the COB shall have all rights and remedies afforded to it at law to recover any damages sustained by the COB in connection with the work performed by Engineer under the Contract. In the alternative, the COB shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

11. Termination for Convenience of the Parties

Engineer and the COB may terminate this Contract for their convenience at any time by giving at least thirty (30) days notice in writing to each other. If the Contract is terminated by the COB and/or Engineer as provided herein, Engineer will be paid for the time provided and expenses incurred up to the termination date, if such final compensation is approved by the COB, in its sole discretion. If this contract is terminated due to fault of Engineer, Paragraph 10 hereof, relative to Termination for cause, shall apply. All finished and unfinished documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, and reports prepared by Engineer under this Contract shall become the property of the COB, except as provided by Paragraph 5 of this Contract, and Engineer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, provided such final compensation is approved by the COB in its sole discretion. The method of compensation herein shall be as provided in Paragraphs 2 and 3A of this Contract.

Notwithstanding the above, Engineer shall not be relieved of liability to the COB for damages sustained by the COB by virtue of any intentional and/or negligent act or omission, or any breach of the Contract by Engineer, and the COB may withhold any payments to Engineer for the purpose of reasonable setoff until such time as the exact amount of damages due the COB from Engineer is determined.

Engineer agrees that the COB shall have all rights and remedies afforded to it at law to recover any damages sustained by the COB in connection with the work performed by

Engineer under the Contract. In the alternative, the COB shall also have all rights and remedies afforded to it in equity to enforce the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

12. Changes

The COB may, from time to time, request changes in the Scope of the Services of Engineer to be performed hereunder. Such changes, including any increase or decrease in the amount of Engineer's compensation, or time for performance, which are mutually agreed upon by and between the COB and Engineer, shall be incorporated in written amendments to this Contract. Any such work orders or change orders shall be executed by the City Manager, or other authorized representative as designated by the City Manager or COB Board.

13. Reports and Information

Engineer, at such times and in such forms as the COB may require, shall furnish the COB such periodic reports as they may request pertaining to the work or services undertaken pursuant to this Contract, the cost and obligations incurred, or to be incurred in connection therewith, and any other matter covered by this Contract.

14. Civil Rights

Under Article 6252-16 of the Revised Civil Statutes of Texas no person shall, on the grounds of race, religion, gender, age, physically challenged condition or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity of Engineer and the COB.

15. Incorporation of Provisions Required by Law

Each provision and clause required by law to be inserted into the Contract shall be, deemed to be enacted herein and the Contract shall be read and enforced as though each were included herein. If through mistake, or otherwise, any such provision is not inserted or is not correctly inserted, this Contract shall be mutually amended to make such insertion, on application by either party.

16. Entire Agreement

This Contract including the attached proposal, constitutes the entire agreement, and supersedes all prior agreements and understandings between the parties concerning the subject matter of this Contract.

17. Waiver

The failure on the part of either party herein at any time to require the performance by the other party, of any portion of this Contract, shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision, or any other provision. Any waiver by any party herein of any provision hereof, shall not be taken or held to be a waiver of any other provision hereof, or any other breach hereof.

18. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract.

19. Survival

Any and all representations, conditions and warranties made by Engineer under this Contract are of the essence of this Contract and shall survive the execution, delivery and termination of it, and all statements contained in any document required by the COB, whether delivered at the time of the execution, or at a later date, shall constitute representations and warranties hereunder.

20. Force Majeure

In the event that the COB or Engineer shall be prevented from completing performance of its obligations under this Contract by an Act of God, or other occurrence whatsoever, which is beyond the control of the COB or Engineer, and the COB or Engineer shall be excused from any further performance of their respective obligations and undertakings hereunder to the extent impeded by the Force Majeure, presuming that the party affected is making reasonable efforts to mitigate the impact of the Force Majeure.

21. Governing Law

This Contract is governed by the laws of the State of Texas and all obligations of the parties under this Contract are performable in Cameron County, Texas.

22. Time for Performance

Engineer's technical and professional services described in the attached Scope of Work and Proposal shall be completed in a timely manner, except to the extent timely performance is prevented by Force Majeure.

23. Attorney's Fees

If it is necessary for either party herein to file a cause of action at law or in equity against the other party due to: (a) a breach of this Contract by the other party and/or (b) any intentional and/or negligent act or omission by the other party arising out of this Contract, the non-defaulting party shall be entitled to reasonable attorney's fees and

costs, and any necessary disbursements, in addition to any other relief to which it is legally entitled.

24. Cumulative Mutual Remedies

In the event of default by a party herein, the other party shall have all rights and remedies afforded to it at law or in equity to recover damages and interpret, or enforce, the terms of the Contract. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

25. State or Federal Laws

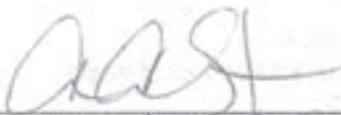
This Contract is subject to all applicable Federal and State Laws, statutes, codes, and any applicable permits, ordinances, rules, orders and regulations of any Local, State or Federal government authority having or asserting jurisdiction, but nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

26. No Third Party Beneficiary

The parties are entering into this Contract solely for the benefit of themselves and agree that nothing herein shall be construed to confer any right, privilege or benefit on any person or entity other than the parties hereto.

EXECUTED in triplicate originals on this _____ day of _____, 20____.

Naismith Engineering Inc.

By: 
Name: Anna A. Smith
Title: Project Manager

EXECUTED in triplicate originals on this 27th day of March, 2014.

City of Brownsville

By: 
Name: Charlie Cabler
Title: City Manager

Approved as to legality of form this 27 day of Mar, 2014.
Name: 
Title: City Atty
Office of the City Attorney
1001 E. Elizabeth St.
Brownsville, TX 78520
(956) 548-6011 Phone
(956) 546-4291 Fax





Naismith Engineering, Inc
ENGINEERING ■ ENVIRONMENTAL ■ SURVEYING

ESTABLISHED 1949

60 Years of Engineering Excellence

June 18, 2013

Mr. Roberto C. Luna, Jr.
Purchasing and Contract Services Manager
1001 E. Elizabeth St.
Brownsville, Texas 78520

Re: **City of Brownsville**
Term Contract for Engineering & Surveying Services for the City of Brownsville
Transit-related Enhancement Projects
Statement of Qualifications #BUS-26-0213

Dear Mr. Luna,

Naismith Engineering, Inc. is pleased to be selected for the above-referenced projects.

We propose to provide engineering design and surveying services for these City sidewalk, BUS pad, and ADA ramp improvement projects at a fixed rate of 10% of the estimated construction cost.

If requested by the City, we can also provide project management services for an additional fixed rate of 3% of the estimated construction cost.

We understand that any other miscellaneous projects may be negotiated on a per project basis.

Please feel free to contact me at (956) 541-1155 or at asmith@naismith-engineering.com if you have any questions or require additional information.

Sincerely,

NAISMITH ENGINEERING, INC.

Anna A. Smith, P.E.
Brownsville Project Manager

**City of Brownsville Bus Stop and Sidewalk Improvements
Transit Enhancement Project #BUS-26-0213**

SCOPE OF SERVICES

I. Bus Stop & Sidewalk Improvements

- Jackson St. – UTB Apartments Bus Stop
- Driscoll Children's Hospital Bus Stop
- La Galaxia Bus Stop

II. Sidewalk Improvements

- Billy Mitchell Blvd. from Iowa St. to Minnesota St.

III. Total construction costs are estimated at \$346,800.00



RATE SCHEDULE
 Effective January 1, 2013

Labor Category	Hourly Rate
Principal	\$225.00
Associate	\$200.00
Sr. Project Architect/Engineer/Manager/Scientist/Surveyor	\$175.00
Project Architect/Engineer/Manager/Scientist/Surveyor V	\$150.00
Project Architect/Engineer/Manager/Scientist/Surveyor IV	\$140.00
Project Architect/Engineer/Manager/Scientist/Surveyor III	\$130.00
Project Architect/Engineer/Manager/Scientist/Surveyor II	\$115.00
Project Architect/Engineer/Manager/Scientist/Surveyor I	\$100.00
Engineering/Architectural/Surveying Assistant, Environmental Scientist IV	\$110.00
Engineering/Architectural/Surveying Assistant, Environmental Scientist III	\$100.00
Engineering/Architectural/Surveying Assistant, Environmental Scientist II	\$90.00
Engineering/Architectural/Surveying Assistant, Environmental Scientist I	\$80.00
Technician/Designer IV	\$90.00
Technician/Designer III	\$90.00
Technician/Designer II	\$80.00
Technician/Designer I	\$70.00
Drafter IV	\$80.00
Drafter III	\$70.00
Drafter II	\$60.00
Drafter I	\$50.00
Party Chief II	\$60.00
Party Chief I	\$50.00
Instrument Person	\$45.00
Rodperson	\$40.00
Administrator	\$80.00
Systems Administrator	\$75.00
Administrative Assistant V	\$70.00
Administrative Assistant IV	\$60.00
Administrative Assistant III	\$50.00
Administrative Assistant II	\$40.00
Administrative Assistant I	\$35.00
CADD	\$20.00
GPS	\$55.00
Truck & Equipment (Environmental and Surveying)	\$25.00
Three-person Survey Crew	\$170.00
Two-person Survey Crew	\$130.00

Expenses

Mileage for NEI Company vehicles will be billed at \$0.65 per mile, from the NEI project office, portal to portal.

All other expenses will be charged at cost plus an administrative mark-up of ten percent (10%).

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