CITY OF MISSION

CITY COUNCIL REGULAR MEETING
MISSION CITY HALL
MAY 26, 2026 at 4:30 PM

AGENDA

Pursuant to V.T.C.A. Gov. Code Section 551.001 et. seq., the City Council of the City of Mission, Texas will hold a regular meeting on **Tuesday, May 26, 2026 at 4:30 p.m.** at the Mission Council Chambers, 1201 E. 8th Street, Mission, Texas to consider the following matters.

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

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

INVOCATION AND PLEDGE ALLEGIANCE

DISCLOSURE OF CONFLICT OF INTEREST

PRESENTATIONS

1. Report from the Greater Mission Chamber of Commerce – Brenda Enriquez
2. Departmental Reports – Terrazas / A. Garcia
3. Citizen's Participation on Specific Agenda Items – Garza

ANNOUNCEMENTS - CITY COUNCIL / CITY MANAGER

PUBLIC HEARING

PLANNING & ZONING RECOMMENDATIONS

4. Conduct a public hearing and consideration of a rezoning request from Single-Family Residential District (“R-1”) to Office Building District (“C-1”), being the East 134’ of Lot 9 and the East 146.80’ of Lot 10, Block 113, Original Townsite of Mission Subdivision, located along the West side of Mayberry Road approximately 100 feet South of 8th Street, Applicant: Julian Arellano & Noe Salinas, Adoption of Ordinance #_____ - Cervantes
5. Conduct a public hearing and consideration of a rezoning request from Agricultural Open Interim District (“AO-I”) to Single Family Residential District (“R-1”), being the North 5.539 acres and forming a part of a 9.04 acre tract out of Lot 14, Block 4, Mission Groves Estates Subdivision, located along the East side of Moorefield Road approximately 1,850 feet North of U.S. Expressway 83, Applicant: LLAAG, LLC, c/o Lyonel A. Adame Garza, Adoption of Ordinance #_____ - Cervantes

6. Conduct a public hearing and consideration of a rezoning request from Duplex-Fourplex Residential District ("R-2") to Townhouse Residential District ("R-1T"), being the South 2.85 acres out of Lot 39, Bell-Woods Company's Subdivision "C", located along the West side of Compton Road approximately 1,288 feet North of Mile 2 Road, Applicant: Aaron Balli, Adoption of Ordinance #_____ - Cervantes

7. Conduct a public hearing and consideration of a Conditional Use Permit to place one (1) portable building for use as a classroom in a property zoned (R-2) Duplex-Fourplex Residential District & (R-1) Single Family Residential District, being a 1.97-acre tract out of the remainder of Lot 21-3, West Addition to Sharyland Subdivision, located at 1005 Kenwood Avenue. Applicant: Vanguard Charter School c/o Ernie Villarreal, PMSI Inc. Project Manager, Adoption of Ordinance #_____ - Cervantes

8. Conduct a public hearing and consideration of a Conditional Use Permit for a Restaurant in a Property Zoned (C-2) Neighborhood Commercial District - Vex Kitchen, being Lots 88 & 89, Mayberry Plaza UT No. 3, located at 800 E. 1st Street, Applicant: VEX Kitchen, LLC, c/o Victor Gutierrez, Adoption of Ordinance #_____ - Cervantes

9. Conduct a public hearing and consideration of a Conditional Use Permit Renewal for a Home Occupation for the sale of firearms – Guns & More in a (R-1A) Large Lot Single Family District, being Lot 19, Monaco Subdivision, located at 2208 Monaco Drive, Applicant: Robert D. Russell, Adoption of Ordinance #_____ - Cervantes

10. Conduct a public hearing and consideration of a Conditional Use Permit Renewal for the Sale & On-Site Consumption of Alcoholic Beverages – Han's Katsuya Restaurant in a property zoned (C-3) General Business (C-3) District, being Lot 1, Esdras Vega Subdivision, located at 600 N. Shary Road, Ste. D Applicant: The BAB, LLC, c/o Junduck Han, Adoption of Ordinance #_____ – Cervantes

CONSENT AGENDA

All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately. The City Council May Take Various Actions; Including But Not Limited To Rescheduling An Item In Its Entirety For A Future Date Or Time. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act

11. Approval of Minutes – Carrillo
    Regular Meeting – May 12, 2026

12. Acknowledge Receipt of Minutes – Terrazas / A. Garcia
    Parks & Recreation Advisory Board – April 21, 2026
    Mission Tax Increment Reinvestment Zone – March 25, 2026
    Mission Redevelopment Authority – March 25, 2026
    Mission Economic Development Authority – February 26, 2026
    Mission Education Development Council – January 22, 2026
    Mission Economic Development Corporation – March 26, 2026
    Audit Committee – March 25, 2026
    Planning & Zoning Board – April 15, 2026

13. Discussion and possible action regarding authorization for the remainder of Fiscal Year 2025–2026 to continue purchases from vendors with forecasted cumulative expenditures exceeding the $25,000 threshold through approved cooperative contracts and verified sole source procurements — Ramirez

14. Discussion and possible action on matters related to the authorization to accept grant funds from the Texas Department of Transportation for the FY 2026 Mini Grant – Operation Slow Down in the total amount of $9,903.57, with a 20% match accepted by TXDOT via in-kind match through fringe benefits and administrative costs – Torres

15. Discussion and possible action on matters related to approval of Ordinance No. _____ repealing Ordinance No. 5035 (Mission Historical Preservation Commission Ordinance), pursuant to City Council direction from Executive Session on May 12, 2026 - Carrillo

APPROVALS AND AUTHORIZATIONS

16. Discussion and possible action on matters related to the adoption and approval of the updated City of Mission Title VI Non-Discrimination Plan, including the designation of an Americans with Disabilities Act (ADA) Title II Coordinator, to ensure compliance with federal civil rights requirements - Carrillo

17. Discussion and possible action on matters related to presentation of unaudited Financial Statements for the month of February and March 2026 – Roman

UNFINISHED BUSINESS

18. Tabled 05/12/2026 - Authorization to Solicit Requests for Proposals for Third-Party Administrator (TPA) Services (Including Pharmacy Benefit Management), Stop-Loss Insurance, and Voluntary Supplemental Products - Munguia

EXECUTIVE SESSION

1. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney), regarding the possible license to encroach or sale of City property described as Sharyland Plantation Village Los Milagros PH I N300' & S170'-E480' D/D R/O/W 9.15 ac net

2. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney) regarding C-4509-23-H, Ramiro Cantu Jr., v. City of Mission, Texas, et al.

3. Consultation and deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, compensation, resignation, complaints involving, or dismissal of public officers and employees, including discussions regarding City organizational structure, staffing matters, Council-appointed officials, and related personnel issues pursuant to Texas Government Code § 551.074.

4. Consultation with legal counsel and deliberation regarding governance matters, Council operations, duties and responsibilities of elected officials, charter interpretation, ethics matters, board and commission appointments, intergovernmental relations, and other matters involving the official conduct or responsibilities of the City Council pursuant to Texas Government Code §§ 551.071 and 551.074.

5. Deliberation regarding the purchase, exchange, lease, value, acquisition, disposition, development, use, or potential acquisition or disposition of real property interests and related negotiations pursuant to Texas Government Code § 551.072.

6. Consultation with the City Attorney regarding pending or contemplated litigation, settlement offers, contractual matters, legal risks, privileged communications, statutory interpretation, charter interpretation, enforcement matters, and other legal issues in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings Act pursuant to Texas Government Code § 551.071.

7. Discussion regarding complaints, grievances, allegations, administrative investigations, workplace conduct matters, and related personnel or employment issues involving City officers or employees pursuant to Texas Government Code §§ 551.071 and 551.074.

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

1. Consideration and action if any, regarding the possible license to encroach or sale of City property described as Sharyland Plantation Village Los Milagros

2. Consideration and action if any, regarding C-4509-23-H, Ramiro Cantu Jr., v. City of Mission, Texas, et al.

ADJOURNMENT

C E R T I F I C A T E

I, the undersigned City Secretary do certify that the above notice of meeting was posted on the bulletin board of City Hall, 1201 E. 8th Street, Mission, Texas on this the 19th day of May, 2026 and will remain posted continuously for at least three business days preceding the scheduled date of said meeting, in compliance with Chapter 551 of the Government Code.

Anna Carrillo

Anna Carrillo, City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations for a disability must be made 48 hours prior to this meeting. Please notify the City Secretary's Office at 580-8668.

NOTICE OF REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF MISSION

Notice is hereby given that on the **26th day of May, 2026** the City Council of the City of Mission will hold a regular meeting at 4:30 p.m. at 1201 E. 8th Street, Mission, Texas to consider the following matters. The subjects to be discussed are listed on the agenda, which is attached to and made a part of this Notice.

If, during the course of the meeting covered by this Notice, the City Council should determine that a closed or executive meeting or session of the Council is required, then such closed or executive meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the Council at the date, hour and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the Council may conveniently meet in such closed or executive meeting or session concerning any and all purposed permitted by the Act, including, but not limited to the following sections and purposes.

Texas Government Code Section:

551.071 (1) (2)	Consultation with Attorney.
551.072	Deliberation regarding real property.
551.073	Deliberation regarding prospective gifts.
551.074	Personnel matters.
551.076	Deliberation regarding security devices or security audits.
551.0785	Deliberations involving medical or psychiatric records of individuals.
551.084	Investigation; exclusion of witness from hearing.
551.087	Deliberation regarding economic development negotiations
551.088	Deliberation regarding test item

Should any final action, final decision, or final vote be required in the opinion of the City Council with regard to any matter considered in such closed or executive meeting or session, then the final action, final decision, or final vote shall be either:

(a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or
(b) at a subsequent public meeting of the City Council upon notice thereof; as the Council shall determine.

On this the **19th day of May, 2026** this Notice was emailed to news media who had previously requested such notice and an original copy was posted on the bulletin board at City Hall, 1201 E. 8th Street on said date and will remain posted continuously for at least three business days preceding the scheduled date of said meeting, in compliance with Chapter 551 of the Government Code.

Anna Carrillo

Anna Carrillo, City Secretary

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 26, 2026

PRESENTED BY: Juan Pablo "JP" Terrazas / Andy Garcia – Assistant City Managers

AGENDA ITEM: Departmental Reports – Terrazas / A. Garcia

NATURE OF REQUEST:
Mission Fire Department – April 2026
Emergency Ambulance Report – April 2026
Mission Fire Prevention – April 2026
Public Works – April 2026
Speer Memorial Library – April 2026
Mission Historical Museum – April 2026
Code Enforcement – April 2026
Mission Police Department – April 2026
Sanitation – April 2026
Planning – April 2026
Building Permits & Inspections - April 2026
Human Resources – April 2026

BUDGETED: Yes / No / N/A **FUND:** _____ **ACCT. #:** _____

BUDGET: $_____ **EST. COST:** $_____ **CURRENT BUDGET BALANCE:** $_____

BID AMOUNT: $_____

STAFF RECOMMENDATION: Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JPT* / *AG*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

MISSION FIRE DEPARTMENT
MONTHLY REPORT

April 2026

"Dedicated to the Community we Protect… and Serve"

MFD First Arriving Unit Compliance (NERIS) Fire Incidents (NERIS)

Filter statement

Filters **Incident Date** Last Month | **Unit on scene order** 1 | **Incident status** Locked, Draft, InReview

First Arriving Unit Compliance - NERIS

Reporting Period

Date(s)

April 2026

Turnout Time - Dispatched to En Route

Average Turnout Time - All Incidents
01m:17s

Turnout Time - Medical Incidents

Total Incidents
519
Average Unit Turnout Time **01m:18s**

Turnout Time - All Other Incidents

Total Incidents
154
Average Unit Turnout Time **01m:12s**

Travel Time - En Route to Arrival

of unique Incident ID
673
Average Travel Time - All Incidents **252m:34s**

Response Time - Dispatch to Arrival

Average Unit Response Time - All Incidents
252m:08s

Response Time - Medical Incidents

Total Incidents
519
Average Unit Response Time **326m:16s**

Response Time - All Other Incidents

Total Incidents
154
Average Unit Response Time **07m:12s**

MFD Fire Station Report (NERIS)

Fire Incidents (NERIS)

Filter statement

Filters **Incident Onset Dates** Last Month | **Incident status** Locked, InReview, Draft

Fire Station Report

Summarizes activity and incident data by fire station.

Station Report Details

Station	Count of Incidents	
	Apr 2026	Grand Total
Central Station	239	239
Station 3	195	195
Station 4	104	104
Station 5	108	108
Station 6	42	42
N\A	4	4
Grand Total	692	692

MFD Incident Types (NERIS) Fire Incidents (NERIS)

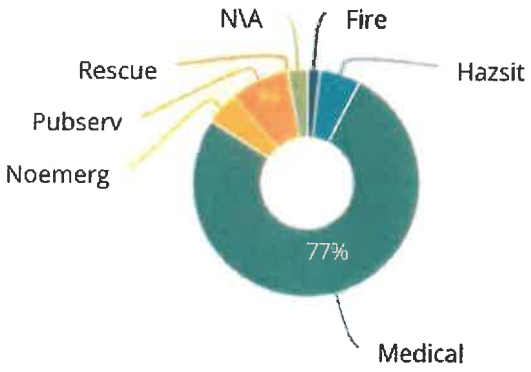
Filter statement

Filters **Incident onset** Last Month **Incident status** Locked, InReview, Draft

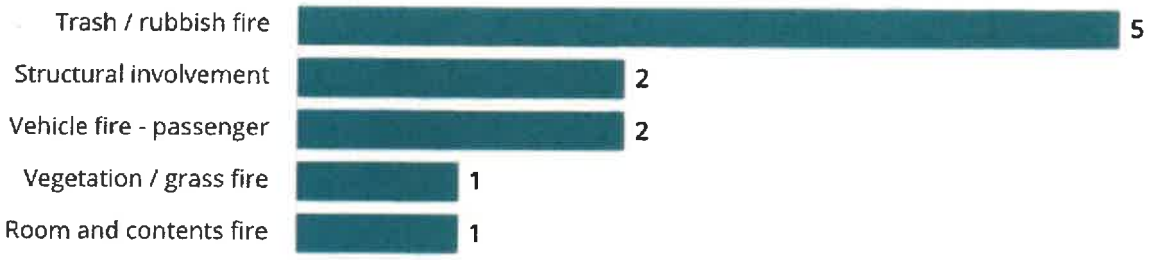
Incident Types (NERIS)

Total Incidents	Medical Incidents	Fire Incidents	Other	Mutual Aid
Total Incidents	Count of EMS Calls	Count of Fire Calls	Count of Other Calls	Aid Given
692	530	11	151	1
Count of Exposures **0**	Percent of EMS Calls **76.59%**	Percent of Fire Calls **1.59%**	Percent of Other C... **21.82%**	Aid Received **8**

Primary Incident Type by Category

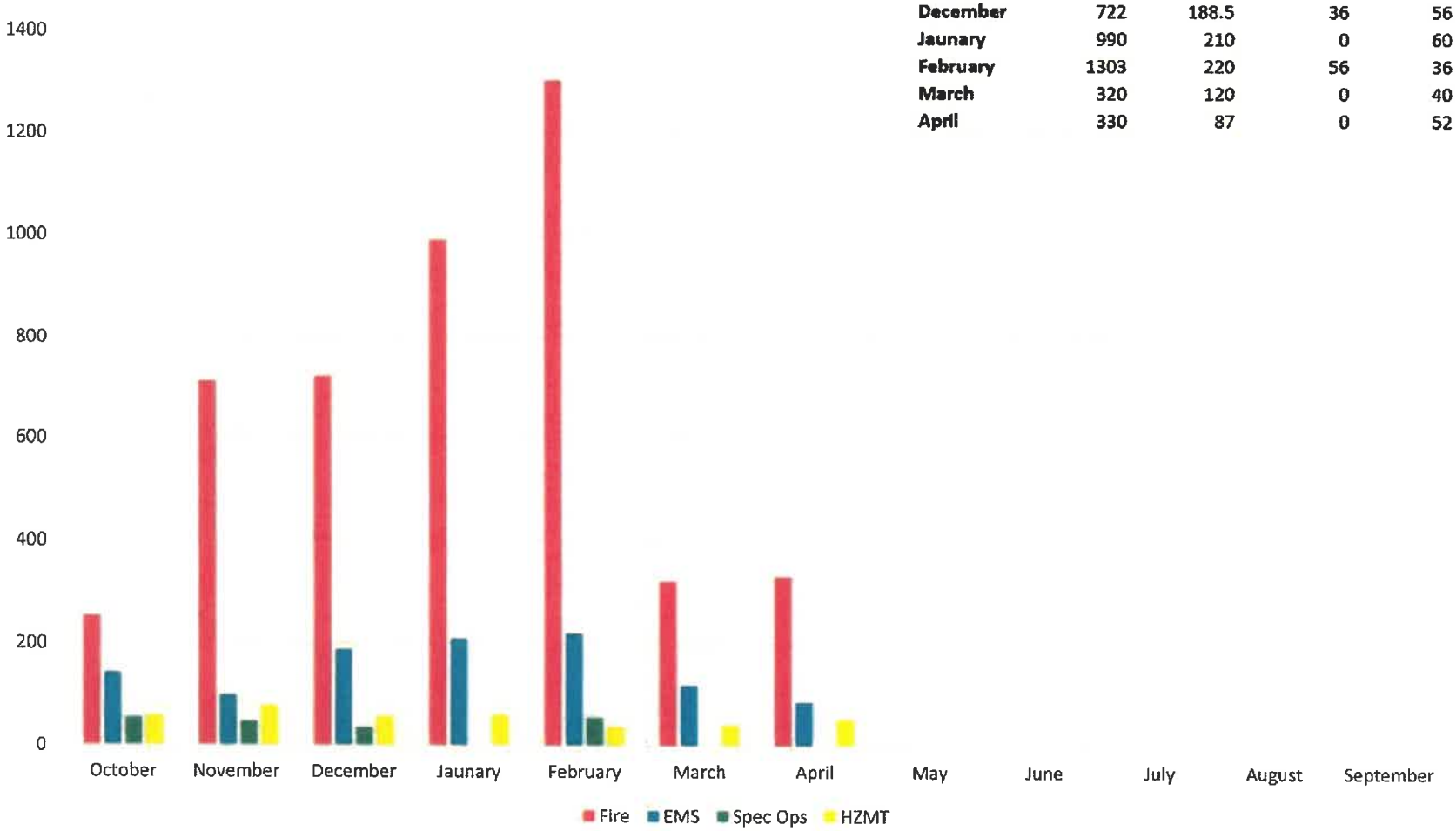


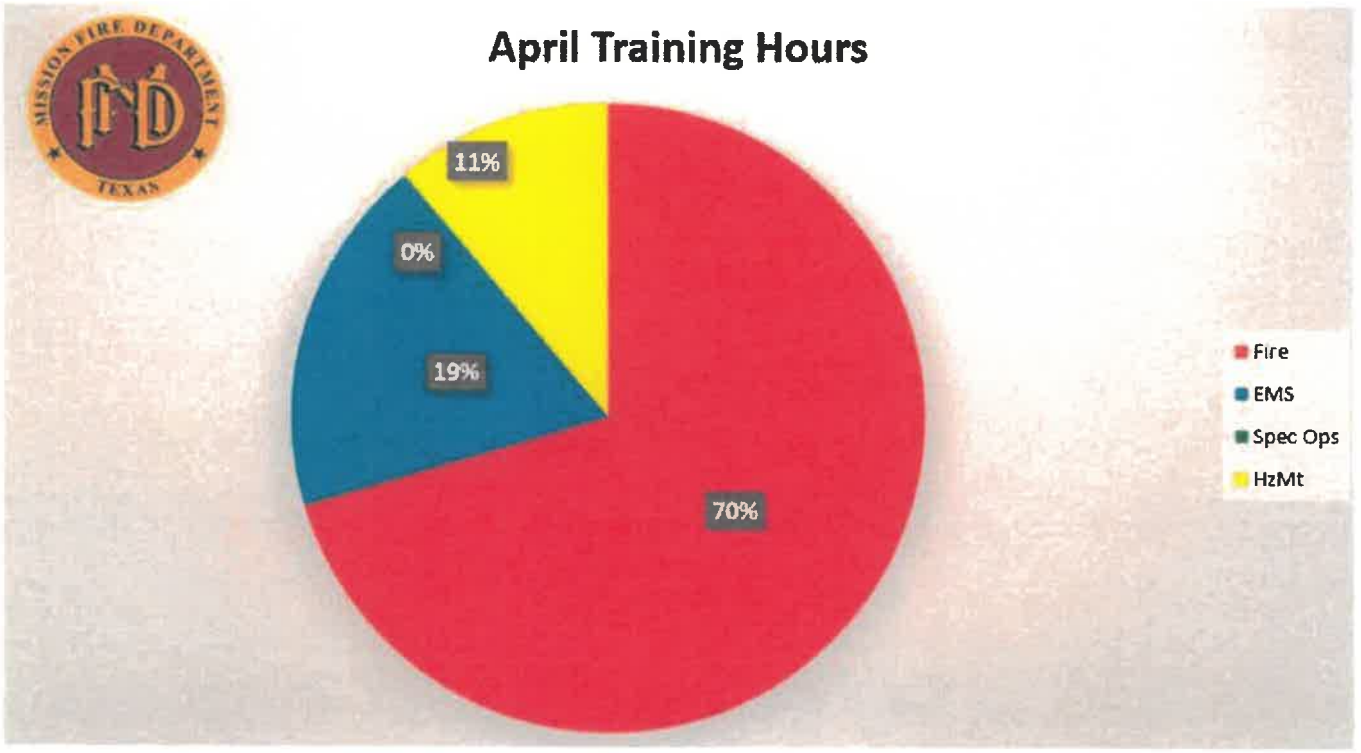
Count of Fire Incidents



Training Hours
Total Year-to-Date 2025-2026

	Fire	EMS	Spec Ops	HZMT
October	252.5	143.5	55	58
November	712	100	48	78
December	722	188.5	36	56
Jaunary	990	210	0	60
February	1303	220	56	36
March	320	120	0	40
April	330	87	0	52





	Fire	EMS	Spec Ops	HzMt
April	330	87	0	52

MISSION FIRE DEPARTMENT

Emergency Ambulance Response Report

April 2026

"Dedicated to the Community we Protect… and Serve"

Average Response Time

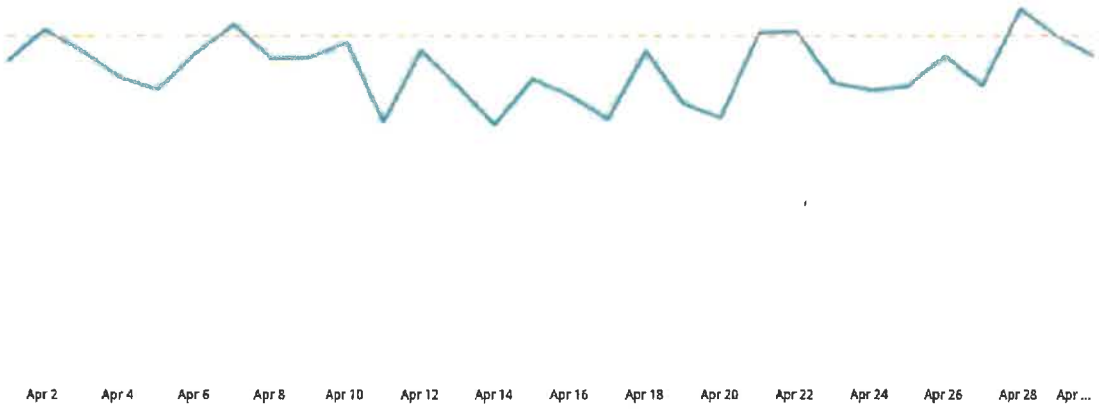
Previous Month v Apr 1, 2026 - Apr 30, 2026 v

07:15
MM:SS
Average Response Time

61%
OF RESPONSES
Response Time 08:00

30
DAYS
In Selected Time Slice

410
UNIT RESPONSES
In Selected Time Slice





Counts | % Rows | % Columns | All

Week Ending	4/5/26	4/12/26	4/19/26	4/26/26	5/3/26	5/10/26	5/17/26	5/24/26	5/31/26	6/7/26	6/14/26	6/21/26	6/28/26	Total
00:00 - 04:59	2.68%	2.44%	2.68%	2.44%	1.71%									11.95%
05:00 - 07:59	8.05%	10.98%	13.41%	10.98%	6.1%									49.51%
08:00 - 08:59	3.17%	4.15%	1.22%	3.41%	2.68%									14.63%
09:00 - 09:59	1.46%	1.22%	0.73%	0.98%	2.44%									6.83%
10:00 - 11:59	2.93%	2.44%	2.68%	2.44%	1.22%									11.71%
12:00 - 14:59	0.49%	0.98%		0.98%	0.73%									3.17%
15:00 - 16:59	0.24%			0.24%										0.49%
17:00 - 17:59					0.24%									0.24%
18:00 - 19:59		0.49%		0.24%										0.73%
20:00 - 29:59	0.24%	0.24%			0.24%									0.73%
30:00 - 59:59														
Total	19.27%	22.93%	20.73%	21.71%	15.37%									100%
Exceptions														0.24%

eso Analytics Primary Impression Breakdown

Previous Month v Apr 1, 2026 - Apr 30, 2026 v

Counts % Rows % Columns All

Week Ending	4/5/26	4/12/26	4/19/26	4/26/26	5/3/26	5/10/26	5/17/26	5/24/26	5/31/26	6/7/26	6/14/26	6/21/26	6/28/26	Total
Abdominal Pain	0.8%	2.21%	1.2%	2.01%	0.4%									6.63%
Acute Pain, not elsewhere classified			0.2%	0.2%	0.2%									0.6%
Acute Respiratory Distress (Dyspnea)	0.6%	1.61%	1.41%	1.61%	0.8%									6.02%
Allergic Reaction		0.2%	0.4%											0.6%
Altered Mental Status	1%	0.4%		0.4%	0.2%									2.01%
Anxiety reaction/Emot... upset	0.6%	0.6%	1.2%	0.2%	0.4%									3.01%
Back Pain	0.2%	1.61%	0.4%	1.2%	0.8%									4.22%
Burn			0.2%											0.2%
Cardiac arrest	0.2%		0.4%		0.4%									1%
Chest Pain / Discomfort	1%	1.2%	1%	2.21%	2.21%									7.63%
Chest Pain, Other (Non-Cardiac)	0.4%	0.2%	0.6%	0.2%										1.41%
Common Cold			0.2%											0.2%
Constipation	0.2%	0.2%												0.4%
Diabetic Hypoglycemia		0.2%	0.2%	0.2%										0.6%
Diarrhea			0.2%		0.4%									0.6%
Dizziness	0.4%	0.4%	0.4%	0.2%	0.2%									1.61%
Drowning					0.2%									0.2%
Electrocution	0.2%													0.2%
Epistaxis					0.2%									0.2%
Extremity Pain	0.8%	0.4%	0.4%	1.2%	1.2%									4.02%
Eye Injury				0.2%										0.2%
Fatigue	0.2%													0.2%
Febrile Seizures	0.2%	0.2%												0.4%
Fever	0.2%	0.8%	0.2%	0.2%	0.4%									1.81%
Foreign Body in Respiratory Tract				0.2%										0.2%

Week Ending	4/5/26	4/12/26	4/19/26	4/26/26	5/3/26	5/10/26	5/17/26	5/24/26	5/31/26	6/7/26	6/14/26	6/21/26	6/28/26	Total
Foreign Body on External Eye				0.2%										0.2%
Gastrointestin.. hemorrhage	0.2%			0.2%	0.2%									0.6%
Generalized Weakness	1.2%	2.21%	1.81%	2.01%										7.23%
Headache	0.2%		0.4%	0.4%	0.4%									1.41%
Heat Exhaustion					0.2%									0.2%
Hypertension	0.6%	0.4%	0.4%	0.8%	0.4%									2.61%
Hypotension	0.2%	0.4%			0.2%									0.8%
Injury	2.41%	1.81%	1.81%	2.61%	2.01%									10.64%
Laceration/Ab... (minor surface trauma)		0.4%	0.6%	0.6%	0.2%									1.81%
Malaise			0.2%											0.2%
Medical device failure		0.2%	0.4%	0.4%										1%
Mental disorder		0.2%		0.2%	0.2%									0.6%
Multiple injuries		0.2%	0.6%	0.6%	0.4%									1.81%
Nausea		0.2%	0.2%	0.6%	0.2%									1.2%
No Complaints or Injury/Illness Noted	3.61%	1%	1.41%	1.41%	1.81%									9.24%
Obvious Death		0.2%												0.2%
Overdose - Acetaminophe..					0.2%									0.2%
Overdose - Cocaine					0.2%									0.2%
Overdose - Other opioids				0.2%										0.2%
Overdose - Synthetic marijuana			0.2%											0.2%
Overdose - Unspecified	0.2%	0.2%												0.4%
Pain (Non-Traumatic)	0.4%		0.2%	0.2%	0.2%									1%
Palpitations			0.2%											0.2%
Pelvic and Perineal Pain		0.6%		0.2%	0.2%									1%
Poisoning / Drug Ingestion		0.2%												0.2%
Respiratory disorder		0.2%	0.2%	0.2%										0.6%
Seizure	0.8%	0.2%	1%	0.4%	0.2%									2.61%
Seizures with status epilepticus	0.2%	0.2%												0.4%

Week Ending	4/5/26	4/12/26	4/19/26	4/26/26	5/3/26	5/10/26	5/17/26	5/24/26	5/31/26	6/7/26	6/14/26	6/21/26	6/28/26	Total
Sepsis/Septice..	0.2%		0.2%		0.2%									0.6%
Stroke		0.4%	0.2%	0.4%										1%
Suicidal Ideation	0.4%	0.2%	0.4%		0.2%									1.2%
Syncope / Fainting	0.2%	1%	0.4%	0.6%	0.4%									2.61%
Unconscious	0.2%	0.2%	0.2%		0.2%									0.8%
Urinary system disorder	1%	0.2%			0.4%									1.61%
Vomiting	0.2%	0.4%	0.2%		0.2%									1%
Total	19.28%	21.49%	19.88%	22.49%	16.87%									100%

Total Volume By Month of Year

Previous Month | Apr 1, 2026 - Apr 30, 2026

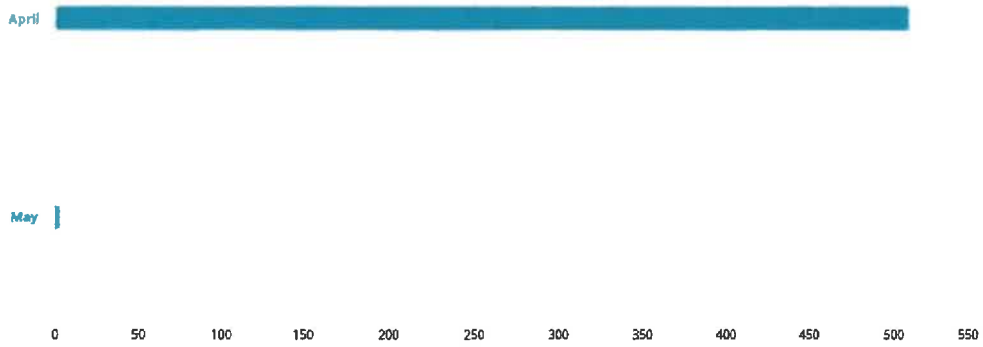
80%
TRANSPORTS
Percentage of Patient Encounters

15%
NON TRANSPORTS
Percentage of Patient Encounters

4%
OTHER DISPOSITIONS
Percentage of Patient Encounters

511
RECORDS
In Selected Time Slice

30
DAYS
In Selected Time Slice



Counts | % Rows | % Columns | % All

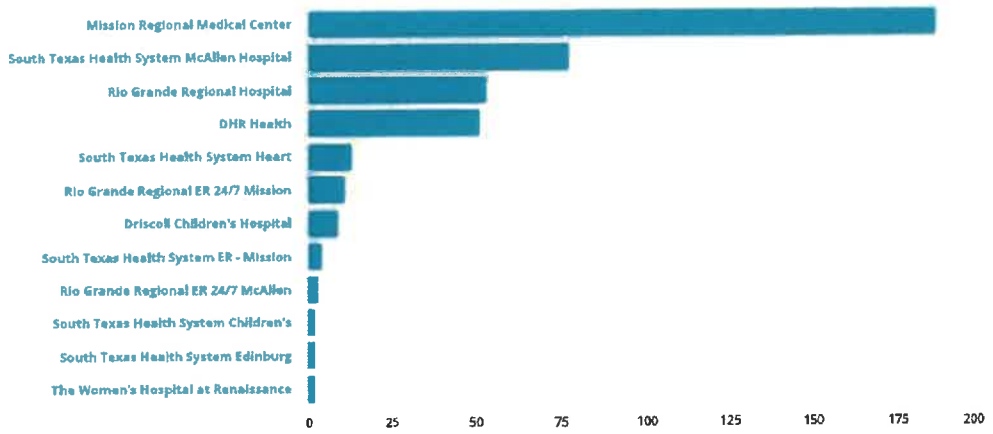
Week Ending	4/5/26	4/12/26	4/19/26	4/26/26	5/3/26	5/10/26	5/17/26	5/24/26	5/31/26	6/7/26	6/14/26	6/21/26	6/28/26	Total
April	97	111	103	118	79									508
May					3									3
Total	97	111	103	118	82									511

Transports By Destination Name (Bar)

Previous Month | Apr 1, 2026 - Apr 30, 2026

413
RECORDS
In Selected Time Slice

30
DAYS
In Selected Time Slice



Counts | % Rows | % Columns | All

Week Ending	4/5/26	4/12/26	4/19/26	4/26/26	5/3/26	5/10/26	5/17/26	5/24/26	5/31/26	6/7/26	6/14/26	6/21/26	6/28/26	Total
DHR Health	1.94%	3.87%	2.91%	1.69%	1.94%									12.35%
Driscoll Children's Hospital	0.73%	0.48%	0.73%	0.24%										2.18%
Mission Regional Medical Center	7.26%	8.23%	9.93%	10.41%	9.2%									45.04%
Rio Grande Regional ER 24/7 McAllen		0.48%		0.24%										0.73%
Rio Grande Regional ER 24/7 Mission	0.24%	0.24%	0.73%	1.21%	0.24%									2.66%
Rio Grande Regional Hospital	2.42%	3.39%	3.15%	1.94%	1.94%									12.83%
South Texas Health System Children's			0.24%	0.24%										0.48%
South Texas Health System ER - Mission	0.24%	0.24%		0.48%										0.97%
South Texas Health System Edinburg			0.24%		0.24%									0.48%
South Texas Health System Heart	0.97%		0.73%	0.73%	0.73%									3.15%
South Texas Health System McAllen Hospital	5.33%	5.57%	1.94%	4.12%	1.69%									18.64%
The Women's Hospital at Renaissance		0.24%		0.24%										0.48%
Total	19.13%	22.76%	20.58%	21.55%	15.98%									100%

Executive Summary for 216 - Mission

EMERGICON emergency medical billing

	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	Grand Total
Gross Charges	$780,083	$798,386	$748,830	$934,751	$1,000,692	$965,397	$872,718	$6,100,858
Cash Collections	($335,510)	($237,083)	($289,233)	($264,984)	($224,913)	($261,028)	($238,302)	($1,851,053)
Gross Charge per Trip	$1,907	$1,852	$1,867	$1,960	$1,860	$1,900	$1,922	$1,896
Cash/Txp (CPT)	$820	$550	$721	$556	$418	$514	$525	$575
Payer Mix								
Insurance	24.2%	18.1%	17.5%	16.1%	19.3%	19.5%	10.1%	17.8%
Medicaid	14.9%	12.5%	17.0%	16.1%	18.2%	13.2%	8.4%	14.4%
Medicare	47.7%	57.1%	59.6%	52.8%	49.6%	53.0%	44.9%	52.0%
Private Pay	9.0%	11.4%	12.0%	13.0%	12.3%	10.8%	11.5%	11.5%
Government Misc	1.7%	1.9%	0.2%	0.8%	1.5%	1.8%	0.9%	1.3%
Payer Research	4.2%	0.9%	0.0%	1.9%	0.6%	3.5%	25.1%	4.4%
Level of Service								
ALS Non-Emergency	0.0%	0.0%	0.0%	0.0%	0.0%	0.2%	0.0%	0.0%
ALS Emergency	76.5%	81.2%	79.8%	72.5%	79.2%	78.7%	64.5%	76.1%
ALS-2	3.7%	1.9%	0.0%	1.9%	1.7%	1.2%	2.0%	1.7%
BLS Non-Emergency	0.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
BLS Emergency	19.6%	16.9%	20.9%	25.6%	19.1%	19.9%	33.5%	22.2%
SCT A0429	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Facility Base	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Level of Service Volume								
Trip Cnt	409	431	401	477	538	508	454	3,218
ALS Non-Emergency TXP	0	0	0	0	0	1	0	1
ALS Emergency TXP	313	350	320	346	426	400	293	2,448
ALS-2 Emergency TXP	15	8	-2	9	9	6	9	54
BLS Non-Emergency TXP	1	0	-1	0	0	0	0	0
BLS Emergency TXP	80	73	84	122	103	101	152	715
Sct A0429 TXP	0	0	0	0	0	0	0	0
Service Others Cnt	0	0	0	0	0	0	0	0
Facility Base TXP	0	0	0	0	0	0	0	0
Ground Mileage	2,144	2,363	2,285	2,815	3,454	3,212	2,963	19,236

Balance Report for 216 - Mission - 202604

Undefined	
Charge Adjustments	$141,445.78
Charges in Period	$731,272.00
Credits	($831,987.64)
Total AR Change for Undefined	**$40,730.14**
Mission	
AR Previous Balance for Mission	**$2,788,185.11**
Charge Adjustments	**$141,445.78**
Charges in Period	**$731,272.00**
Credits	**($831,987.64)**
Accounts Receivable Change for Mission - 202604	**$40,730.14**
Total Balance Forward for Mission	**$2,828,915.25**

MISSION FIRE PREVENTION
MONTHLY REPORT

April 2026

"Dedicated to the Community we Protect… and Serve"

FIRE INVESTIGATIONS

There were (4) fire investigations for the month of April.

Full Investigation: 4 Total

Call out document of Incident: 0 Total

Call out document of Incident: 0 Total

Year to Date: 15 Total

SOUTH TEXAS ARSON RESPONSE TEAM FIRE INVESTIGATIONS

The Hidalgo County Fire Marshal's Office asked for our assistance in zero (0) fire investigations for the month of April.

Our assistance was requested: 0 Total

Assistance Requested by us: 0 Total

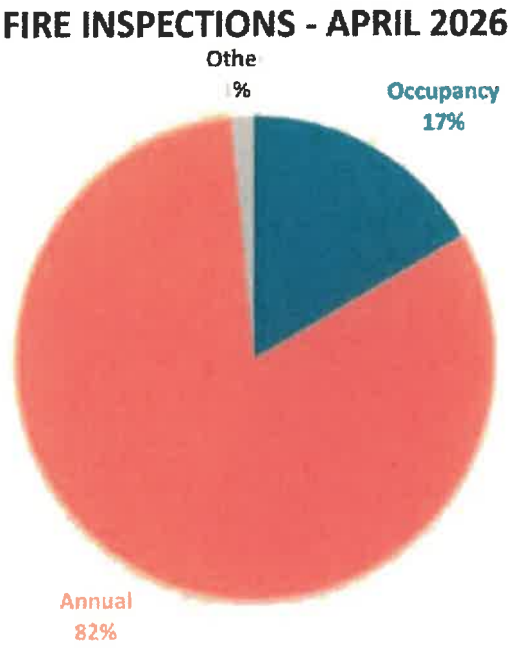
Year to Date: 0 Total

COMPLAINTS

There were two (2) complaints for the month of April.

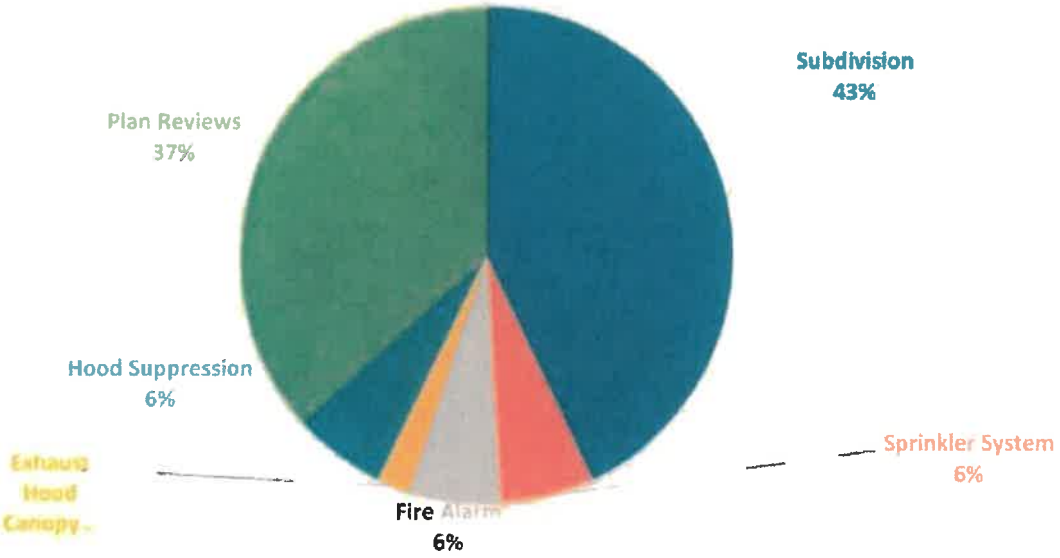
There were two (2) complaints resolved this month.

Year to Date: 17 Total



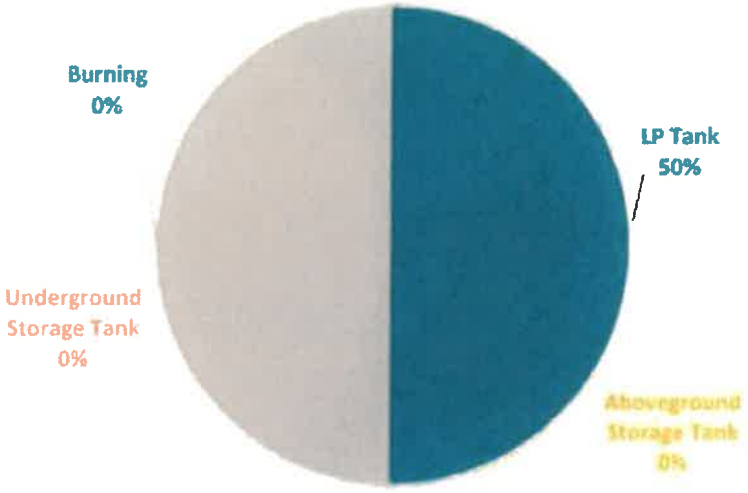
- 42 Occupancy
- 207 Annual
- 4 Other
- Year to Date: 1130 Total
- **Inspection rate to date: 10%**

PLAN REVIEWS - APRIL 2026



- Subdivision Reviews: 21 - Year to Date: 146
- Sprinkler System Plan Reviews: 3 – Year to Date: 8
- Fire Alarm System Plan Reviews: 3– Year to Date: 12
- Exhaust Hood Canopy Plan Reviews: 1 – Year to Date: 1
- Hood Suppression Plan Reviews: 3 – Year to Date: 13
- Plan Reviews: 18 – Year to Date: 119

PERMITS - APRIL 2026



- LP Tanks Permits: 1 – Year to Date: 6
- Underground Storage Tank Removal Permits: 0 – Year to Date: 0
- Aboveground Storage Tank Removal Permits: 0 – Year to Date: 0
- Burning Permits: 5 – Year to Date: 19

FIRE DRILLS

There were zero (0) fire drills conducted for the month of April.

Year to Date: 0 Total

TRAINING

There were nine (9) training courses in the month of April.

- April 1, 2026-Lt Omar Salinas and Lt. Alberto Juarez attended the Agility Test at Central Station.
- April 1-3, 2026-Captain Mike Reyes and Lt. Guillermo De la Garza attended the Arson and Fire Investigator training in College Station.
- April 6-7, 2026-Lt. Omar Salinas attended Emergency Management Training in McAllen Training Field.
- April 8, 2026-Fire Prevention team attended Fish and Wildlife training in Central Station.
- April 14, 2026-Captain Mike Reyes attended Basic Insurance Fraud training in STC McAllen.
- April 14, 2026-Fire Marshal Frank Cavazos attended EM training at Central Station.
- April 20-24, 2026-Lt. Guillermo De la Garza attended Crime Scene Investigator training at the CEED building.
- April 22, 2026- Fire Marshal Frank Cavazos, Lt. Sam Carrion, Lt. Alberto Juarez attended Command Connect Texas Gas Training at Central Station.
- April 23, 2026-Captain Joel Saenz, Captain Mike Reyes, Lt. Omar Salinas attended Command Connect Texas Gas Training at Central Station.

Year to Date: 35 Total

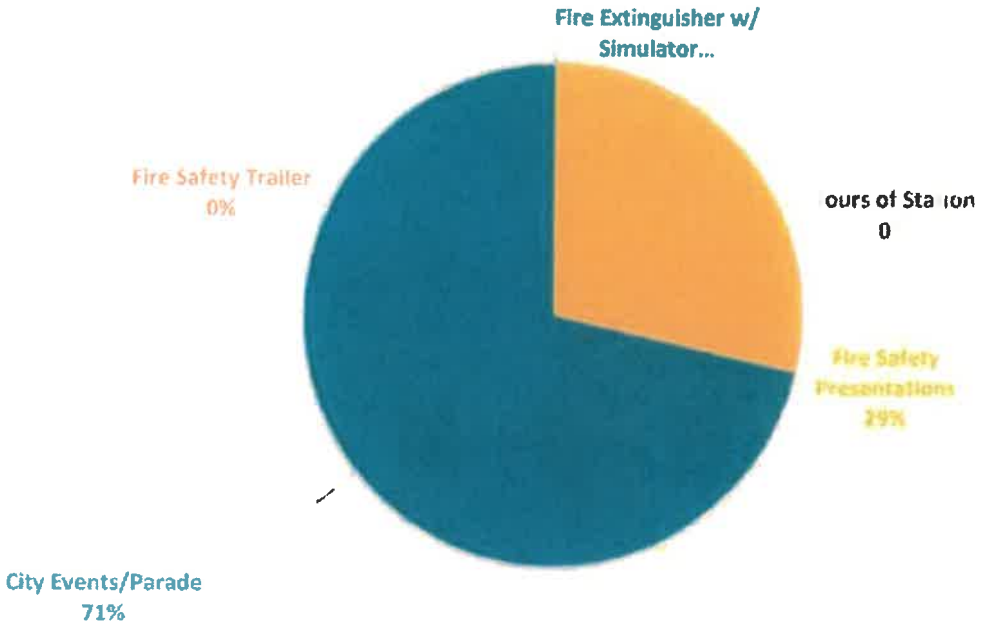
MEETINGS ATTENDED

For the month of April there were ten (10) meetings attended by the Fire Prevention Office.

- April 2, 2026-Captain Joel Saenz attended SRC meeting at City Hall.
- April 7, 2026- Captain Joel Saenz attended Trash Bash Sanitation 2026 meeting at City Hall.
- April 9, 2026-Fire Marshal and Captain Joel Saenz attended a walk through at 2-mile Stewart for Vanguard Academy.
- April 16, 2026-Fire Marshal Frank Cavazos attended Web EOC training at Central Training.
- April 16, 2026-Fire Marshal Frank Cavazos attended SRC meeting at City Hall.
- April 16, 2026-Fire Marshal Frank Cavazos attended PPC Storm Line-Bus Pr. & St. Claire St. SRC.
- April 21, 2026- Fire Marshal Frank Cavazos attended Autism Team Planning meeting at MEC.
- April 24, 2026-Fire Marshal Frank Cavazos attended the Telemundo hands on Education, and Prevention of Live Fire Interview at Station 2.
- April 28, 2026-Fire Marshal Frank Cavazos, Captain Joel Saenz and Captain Mike Reyes attended a meeting at Central with Superior Alarm about Mission Palm Apts.
- April 30, 2026-Fire Marshal Frank Cavazos attended SRC at City Hall.

Year to Date: 116 Total

PUBLIC EDUCATION - APRIL 2026



During the month of April there were seven (7) presentations conducted

- **Year to Date:** 60 Presentations 19,913 Audience
- **Year to Date w/ The Tutor:** 0 Presentations 10 Audience
- **Year to Date w/ F.S.T.:** 2 Presentations 4,503 Audience
- **Year to Date w/ City Events:** 5 Presentations 6400 Audience
- **Year to Date – Other:** 0 Presentations 20 Audience
- **Year to Date Grand Total:** **69 Presentations** **30,846 Audience**

PUBLIC EDUCATION

During the month of April there were seven (7) presentations conducted.

Date	Location	Fire Extinguisher w/Simulator	Fire Safety Trailer	Tours of Stations	Fire Safety Presentation	City Events/ Parade
04/01/2026	Coffee with Mayro					50
04/10/2026	South Texas College Safety Expo.				500	
04/16/2026	Head Start Career Day				65	
04/18/2026	Lion's 100th Anniversary					150
04/22/2026	Mission PD Crime Victim Event					300
04/24/2026	Autism Awareness at Lion's Park					1000
04/25/2026	Trash Bash					300

Frank Cavazos, Deputy Chief/Fire Marshal

"Dedicated to the Community We Protect... and Serve"

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OFFENDING COMMAND: get

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Public Works

April 2026 Monthly Report

Street Projects





Doherty Ave / E. Kika De la Garza



Oblate / E. Kika De la Garza

Water Distribution Projects




South Water Plant Water Break



1100 Fairway Water Break







Public Works Projects

PUBLIC WORKS
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Utility Billing and Collection

ANALYTICAL STATISTICAL COMPARISON

‡ UTILITY BILLING ACCRUALS ‡

BILLING TYPE	Apr - 2026	Apr- 2025	FYTD 25-26	FYTD 24-25
Water Consumption (Gals.)	381,056,000	356,428,000	2,633,494,000	2,427,234,000
Number of Customers	32,122	31,679		
WATER & WASTEWATER				
Water Sales	$ 1,272,136	$ 1,204,255	$ 8,786,627	$ 8,247,904
Water Sales - *Granjeno*	2,406	2,290	16,566	15,834
Water Connections	4,416	38,270	208,786	338,349
Reconnect Fees	6,400	9,050	56,250	72,250
Sewage Service	717,484	691,580	4,975,244	4,789,466
Sewage Service - *Granjeno*	1,188	1,249	8,488	8,721
Industrial Sewer Surcharge	1,465	1,447	12,815	11,690
Wastewater Connections	13,110	10,675	73,150	91,325
Service Charge	7,925	8,208	68,355	69,318
Total	**$ 2,026,530**	**$ 1,967,024**	**$ 14,206,281**	**$ 13,644,857**
SANITATION				
Garbage Fees	$ 724,897	$ 703,083	$ 5,135,750	$ 4,890,163
Brush Fees	112,568	108,117	780,323	747,512
Total	**$ 837,465**	**$ 811,200**	**$ 5,916,073**	**$ 5,637,675**
DRAINAGE ASSESSMENT FEE				
Drainage Assessment Fee	$ 109,353	$ 108,383	$ 763,356	$ 752,858
Total	**$ 109,353**	**$ 108,383**	**$ 763,356**	**$ 752,858**
Total Billing	**$ 2,973,348**	**$ 2,886,607**	**$ 20,885,710**	**$ 20,035,390**

‡ UTILITY COLLECTIONS CASH ‡

COLLECTIONS	Apr 2026	Apr - 2025	FYTD 25-26	FYTD 24-25
Total Collections	**$ 2,955,351**	**$ 2,748,398**	**$ 20,809,654**	**$ 19,852,258**

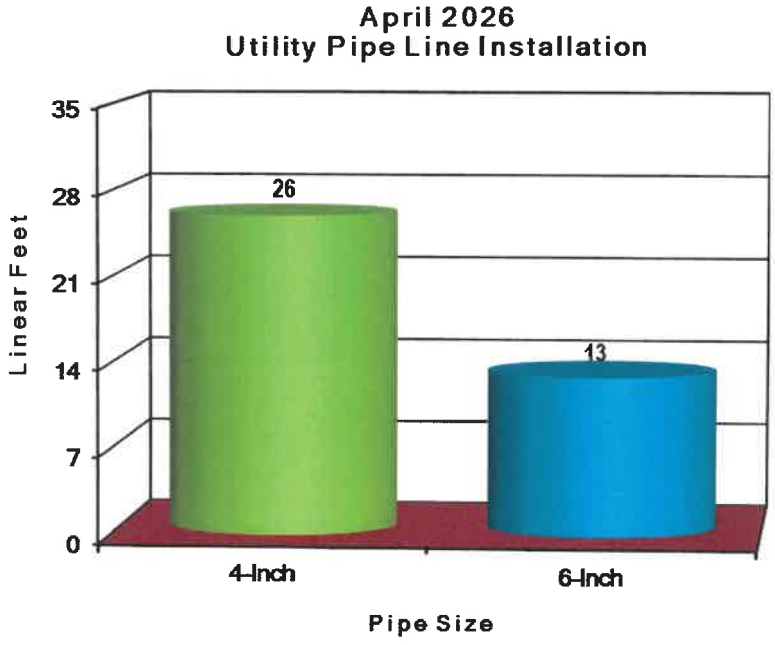
Water Distribution

Utility Line Installation

Water Distribution Crews installed 39 Linear Feet of Utility Line. Below are the locations where the broken line repairs took place. There were 13 (thirteen) major water line breaks repaired.

April 2026 Utility Line Installation

4-Inch		6-Inch	
Conway / 28th Street	20	1200 Conway	13
833 Perez	4		
2311 Lilac Avenue	2		
	26 LF		13 LF

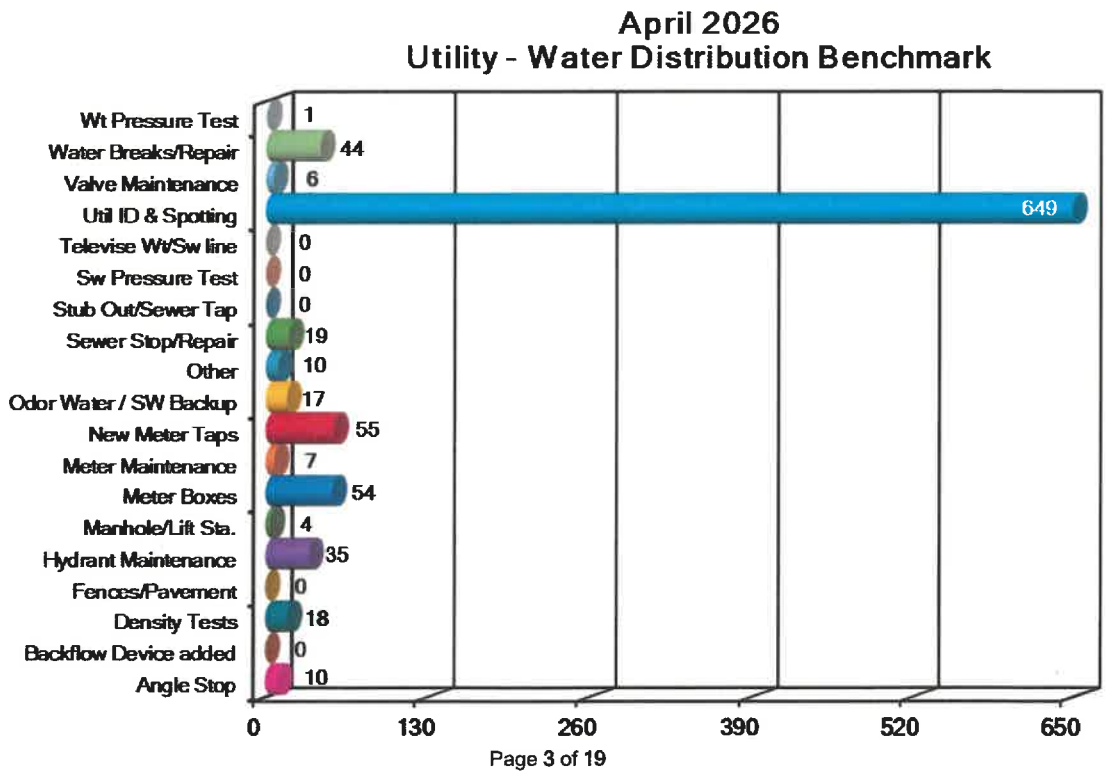


Water Distribution

Water Distribution - Maintenance Benchmark Summary

The following is the April 2026 Water Distribution's Maintenance Benchmark Summary.

Service Type	Oct	Nov	Dec	Jan	Feb	Mar	Apr	FYTD 25-26	FY 24-25
Angle Stop	6	14	0	7	7	4	10	48	149
Backflow Device	0	0	0	0	0	0	0	0	1
Density Tests	18	20	25	21	15	20	18	137	259
Fences/Pavement	0	0	0	0	0	0	0	0	0
Hydrant Maintenance	1	1	0	29	29	59	35	154	58
Manhole/Lift Station	4	4	1	1	0	1	4	15	36
Meter Boxes	77	33	45	34	40	49	54	332	713
Meter Maintenance	12	2	2	0	0	1	7	24	54
New Meter Taps	84	33	45	34	52	54	55	357	747
Odor Water	23	17	13	6	26	31	17	133	215
Other	2	10	3	6	0	2	10	33	75
Sewer Stop/Repair/Tap	23	6	2	20	7	17	19	94	245
Stub Out Sewer	0	0	0	0	0	0	0	0	0
Sewer Pressure Test	4	4	2	0	5	7	0	22	133
Televise Sewer line	16	8	5	4	0	13	0	46	91
Utility ID & Spotting	419	436	541	557	648	721	649	3,971	5,551
Valve Maintenance	0	0	4	0	3	0	6	13	4
Water Break/Repair	19	43	35	31	19	19	44	210	286
Water Pressure Test	10	0	1	1	1	4	1	18	158
Totals	718	631	724	751	852	1002	929	5,607	8,775



Water Distribution - Utility Inspections Mr. Lupe Vela and Mr. Charlie Fuentes, Utility Inspectors, conducted inspections on thirty-nine (39) sites; performed 18 Density Tests. Inspectors worked on 125 line locates.

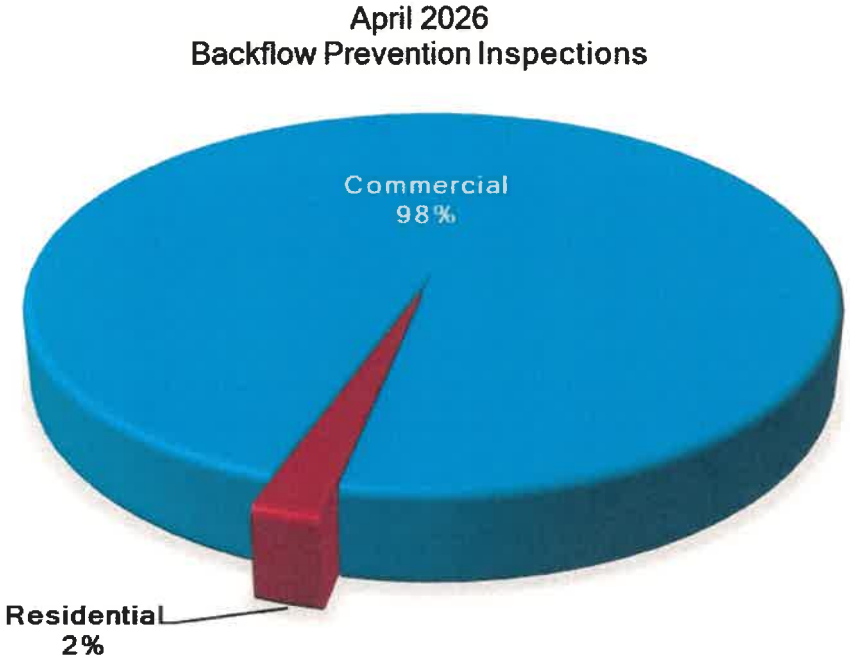
	Site/Subdivision	Start Date	Completion Date	Location	Inspection Description
1	Anacua Village	7/2024		Mayberry / 8th St.	Under Construction
2	Anzalduas Industrial Park PH 1	4/2024		Military / Bryan	Under Construction
3	Anzalduas Industrial Park PH 7	3/2024		Military / Bryan	Under Construction
4	Augusto Contreras	2/2023		Shary / Bus 83	Under Construction
5	Bellwood Manor	7/2025		2 ½ Trosper	Under Construction
6	Bentsen Grove	9/2022		Inspiration / 1 Mile South	Under Construction
7	Bentsen Palm PH III	1/2023		Inspiration / 1 Mile South	Under Construction
8	Bryan Landing	7/2024		Bryan / N. 2 Mile	Under Construction
9	Bryan Road Reconstruction/Drain Proj	8/2025		Holland / 20th St.	Under Construction
10	Camelias Plaza	9/2023		FM 495 / Bryan	Under Construction
11	Cap Storage Victoria Drive, LLC	6/2023		Shary / Victoria	Under Construction
12	Chipotle	9/2025		Shary / Ruby Red Blvd.	Under Construction
13	City of Palmhurst Mayberry Sewer	4/2026		3 Mile / Mayberry	Under Construction
14	Coastal Plaza	11/2021		Expressway / Bryan Road	Under Construction
15	Conway Village	1/2025		4 Mile / Conway	Under Construction
16	Crystal Estates	9/2023		Inspiration Rd / Esperanza	Under Construction
17	Deleon-Zamora	7/2024		4 Mile / Conway	Under Construction
18	El Milagro PH I	12/2022		Los Indios / Bryan	Under Construction
19	Esmeralda Subdivision	12/2025		Moorefield / 4 Mile Line	Under Construction
20	Excel Carriers	7/2023		3 Mile / La Homa	Under Construction
21	Holland Terrace	7/2024		Holland / 25th St.	Under Construction
22	Imperio Vista Subd.	8/2025		Holland / 20th St.	Under Construction
23	Khit Chiropractic	7/2024		Bryan / Bus 83	Under Construction
24	Las Cumbres Terrace	1/2025		2 Mile / Trosper	Under Construction
25	Las Esperanzas	1/2023		Glasscock / Frontage 83	Under Construction
26	Las Misiones De San Jorge	9/2023		S Conway / Military	Under Construction
27	Lucksinger Apartments	9/2021		Lucksinger / Bus 83	Under Construction
28	MHA Conway Village	4/2026		Conway / Los Indios	Under Construction
29	Monarza Estates	9/2023		3 ½ N Mayberry	Under Construction
30	Schizne Gardens at James Subd.	9/2025	4/2026	Bryan / 1 ½ Mile North	Utilities Complete
31	Sendero Phase I	1/2023		1 Mile South	Under Construction
32	Sendero Phase II	2/2022		1 Mile South	Under Construction
33	Sonoma Ranch	1/2025		Mayberry / 2 ½ Mile	Under Construction
34	Taylor Road Water & Sewer Plan	1/2026		Bus to 2 Mile, Taylor	Under Construction
35	Tee Time	3/2025		Mayberry / N Bolz St.	Under Construction
36	Tierra Dorada Lift Station	7/2024		Tierra Dorada	Under Construction
37	Top Site Storage	3/2025		Trinity / Commerce	Under Construction
38	Tree Gardens at Orchards	9/2025	4/2026	Bryan / 1 ½ Mile North	Utilities Complete
39	Van Guard Academy Monet Campus	4/2026		Stewart / 2 Mile Line	Under Construction

Water Distribution - Backflow Prevention Inspections

The table and graph below show the grand total of eighty-five (85) Backflow Prevention Assembly Inspections performed by Mr. Ignacio Salazar through access of the Envirotrax BPAT System in order to keep our water lines free from back siphonages and water pressure backflow contamination.

2025-26 Backflow Inspections

Tests / Surveys	Oct	Nov	Dec	Jan	Feb	Mar	Apr	FYTD 25-26	FY 24-25
Inspection of Commercial Accts	38	16	29	40	35	66	83	307	181
Inspection of Residential Accts	9	2	5	2	7	8	2	35	143



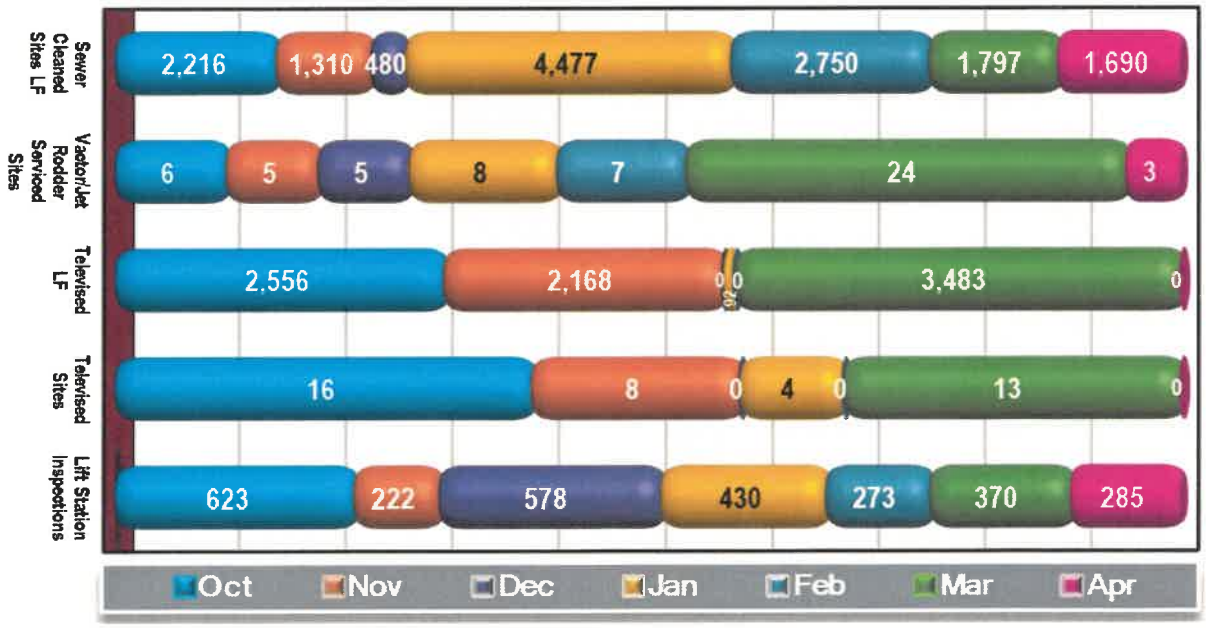
Water Distribution - Sewer Collection

Our Sewer Collection Crews inspected and maintained monthly the City's 40 active Sewer Lift Stations and approximately 378.26 miles of sewer lines by responding to 17 sewer backups, no sewer lines were televised, cleaned 3 sewer line sites (2 Jet Rodder, 1 Vactor) and 285 lift station work orders for this month.

Sewer Lift Station Inspections
Vactor / Jet Rodder Cleaning Services

Service Type	Oct	Nov	Dec	Jan	Feb	Mar	Apr	FYTD 25-26	FY 24-25
Lift Stations Inspections	623	222	578	430	273	370	285	2781	4675
Televised Serviced Sites	16	8	0	4	0	13	0	41	91
Televised Linear Feet	2556	2168	0	92	0	3483	0	8299	45276
Vactor/Jet Rodder Serviced Sites	6	5	5	8	7	24	3	58	147
Vactor/Jet Rodder Serviced LF	2216	1310	480	4477	2750	1797	1690	14720	56187

2025-26 Sewer Collection
Lift Station Inspections, Televised & Serviced Sites



Water Treatment Plant

Water Production and Rainfall Water Plant Operators at our North and South Water Treatment Plants treated 417.877 million gallons of water and our Plant Operators recorded daily there was no rainfall for April.

2025-26 Treated Water Million Gallons (MG)

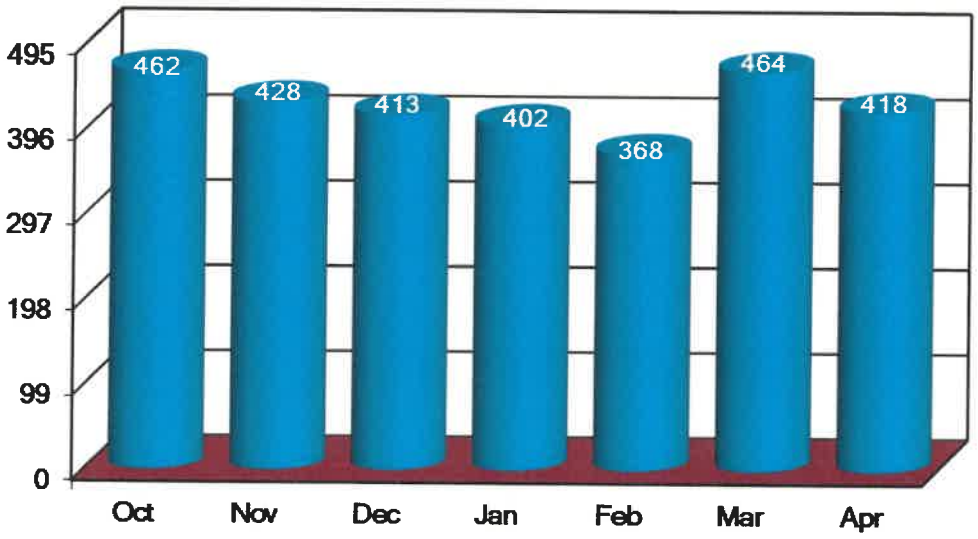
Avg	Max	Min	Oct	Nov	Dec	Jan	Feb	Mar	Apr	FYTD 25-26	FY 24-25
14	17	12	462	428	413	402	368	464	418	2,955	4,852

2025-26 Rainfall (Inches)

Description	Oct	Nov	Dec	Jan	Feb	Mar	Apr	FYTD 25-26	FY 24-25
Rainfall (Inches)	0.70	0.50	0.25	0.10	0.00	0.00	6.30	7.85"	19.3"

Parameters Exceeded: N/A

2025-26 Water Production
Million Gallons (MG)



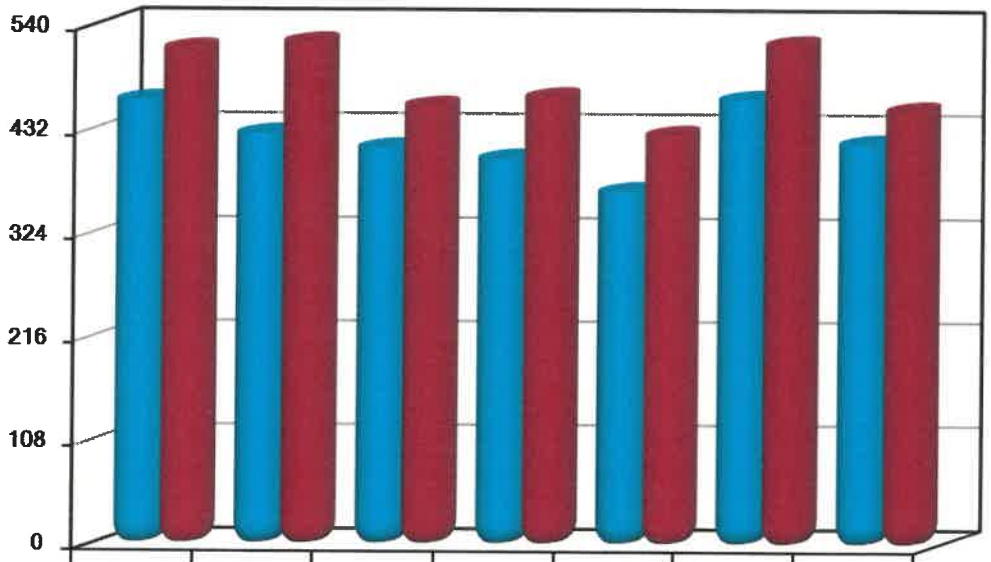
Operations and Maintenance - North Water Treatment Plant

- The International Dioxide Company (IDI) collected the monthly chlorite samples.
- Staff continued with performing maintenance on pumps and motors.
- Operators performed required daily and monthly water lab analysis, backwashed and cleaned required filters.
- COVID-19 safety practices continue based on the CDC Guidelines and staff are encouraged to wear masks and practice social distancing.
- Reviewed water quality lab results from the following certified laboratories:
    1. Ana-Lab (Chlorite, TOC, SUVA)
    2. Eurofins Eaton Analytical (Chlorite)

Operations and Maintenance - South Water Treatment Plant

- The International Dioxide Company (IDI) collected the monthly chlorite samples.
- Operators continued with regular maintenance of pump and motors, as well as, kept up with mowing grass in the facilities and towers.
- As of May 1, 2026, the Falcon Reservoir water level is at 21.4% and the Amistad Reservoir water level is at 30.6%, respectively. According to the Brownsville Area Reservoirs Monitor, the average of both reservoir levels is at 26.4%.
- Operators performed daily and monthly water lab analysis, backwashed and cleaned required filters.
- Staff performed necessary Water Plant and Reservoir adjustments; such as water influent, water effluent, water levels and chemical adjustments.
- Staff maintained grass trimmed at two treatment plants, reservoirs and distribution Water Towers.
- Initiated preventive maintenance on equipment as deemed necessary and exercised Emergency Generators weekly.

Water Treatment Plants
2025-26 Raw & Finish Water
Million Gals. (MG)



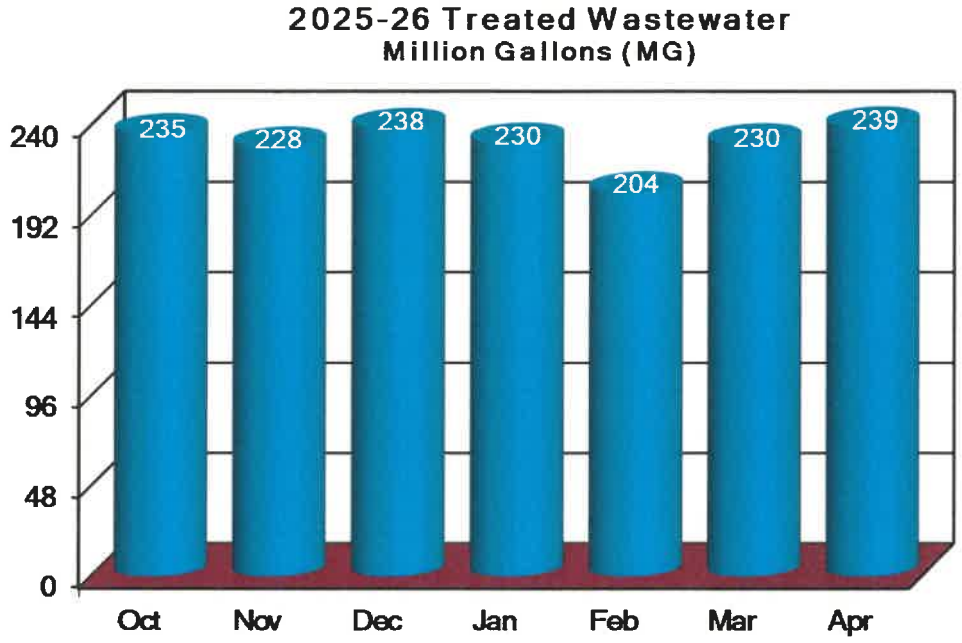
	Oct	Nov	Dec	Jan	Feb	Mar	Apr
Finish	462	428	413	402	368	464	418
Raw	516	523	457	467	427	521	453

Wastewater Treatment Plant

Wastewater - Treatment Wastewater Plant staff treated 238.600 million gallons of Wastewater.

2025-26 Wastewater Million Gallons (MG)

Avg	Max	Min	Oct	Nov	Dec	Jan	Feb	Mar	Apr	FYTD 25-26	FY 24-25
7.9	12.3	7.4	235	228	238	230	204	230	239	1,604	2,633



Wastewater - Wastewater Plant Status There were no violations for April. Plant operated at 55.27% capacity; Plant is rated at 13.5 mgd; and the Plant Yearly Average was 7.462 mgd. There was 12.8 inches of rainfall.

Wastewater - Risk Management Program The Plant buildings are maintained by Facilities department. All employees received Proper Protection Equipment as they may be exposed to hazardous environments. All cleaning and disinfection are done by janitorial staff to keep Plant disinfected as possible. Risk Reducing Training was conducted for severe heat exposure to all Plant Staff and Staff are alerted of high pollen and dust due to drought conditions.

Wastewater - Staff Developments Andres Garcia will continue to train to obtain his "C" license level of operating Plant. Eric Hernandez has passed his first required exam and is now being trained for other process control operations; his next class is Wastewater Treatment to help him obtain knowledge for different types of Plant treatment processes; and Angel Espinoza will be testing for the "D" level exam for Wastewater Operator.

Wastewater - Facility Activities Supervisory Staff continues to support the team with training goals and best practices towards maintaining the Plant in compliance with TCEQ regulatory inspections. Other rehabilitation projects are being discussed for future developments and are pending approvals. These projects will allow the Plant to continue to provide effective sewage treatment and environmental protection of water for the State of Texas.

Wastewater - General Maintenance Staff maintained grass trimmed, initiated preventive maintenance on equipment as deemed necessary; and (automatically) exercised two emergency generators, once a week. The following repairs were completed in-house.

1. Odor control systems were monitored and adjusted to reduce malodorous emissions.
2. Operators continue routine cleaning of Clarifiers side walls to remove algae buildup.
3. Pumps at our Main Lift Station were exercised for better flow to our Screening System at head works.
4. Operators cleaned "Tea Cup" Grit System at head works on a weekly basis.
5. Maintenance Crew worked on the Lift Station pumps and exercised all pumps at the Main Lift Station.
6. Maintenance Operators worked on thickener pump leaks, repairs and adjustments.

7. Operators worked on maintaining a proper level at the Pretreatment Pond.
8. Maintenance greased bearings on schedule and worked on grit system timed controls.
9. Operators are pumping sludge from thickener to holding tanks due to repairs needed for thickener gear box.
10. Grounds keeping was done by all Operators and Grounds Keeper.
11. All ground holes were filled within the property lines of the Plant.

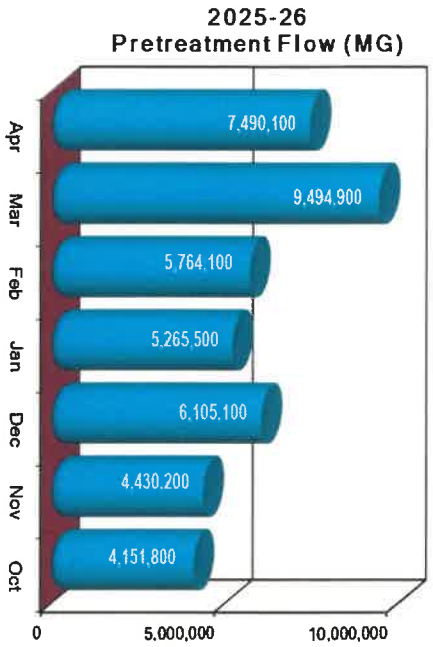
Wastewater - Contract Work

City's Contracted out electricians worked on the following.

1. J&E worked on grit timers for the grit system control cabinet and on lights for the headworks and control panel.
2. Hill-Tex worked on gear for gear box and ordered VFD for sludge pump for Belt Press System.

Wastewater - Other Contract Work

1. CB3 continued to provide the Plant with sludge and grit removal services.
2. Cintas provided uniform services and door mat replacement, weekly.
3. Polydine supplied us with polymer totes for aiding in sludge de-watering at Belt Press System.
4. Facilities Department worked on the Administration building and air filter exchanges for Plant, worked on main entrance gates for Plant and changed out Lab water heater.



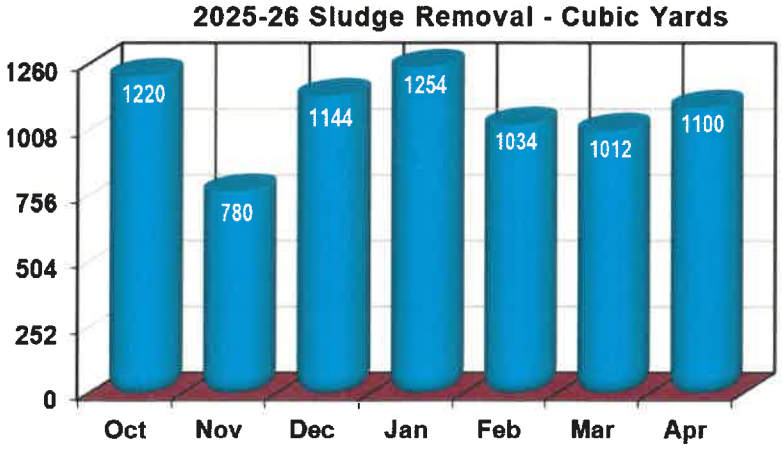
Wastewater - Lab Status All equipment and supplies met TCEQ standards for analysis and are concurrent with Standard Methods Procedures. ERA annual testing was completed and the City's Lab passed all analysis categories. Reports are pending to be finalized and sent to TCEQ for annual compliance. Plant Supervisor continues using the EPA Discharge Monitoring Report Federal Reporting System to comply with the TCEQ regulations. Staff is following TCEQ rules and regulations and is dedicated to the cleaning and disinfection of water and its reintroduction back to the environment.

Wastewater - Special Projects The Capital Improvement Projects include clarifier covers for UV light protection Industrial Pond Rehab, Digester Aeration upgrade and other needed projects; Being discussed are future improvements for redundancy at our Dewatering Sludge System (Belt Press). Clarifier Covers or equipment needed for algae removal, is a project that the Plant is initializing. The removal of algae buildup at the clarifier walls and weirs, the treatment process, gains a significant increase in disinfection; Equipment downstream of the Clarifier System is cleaner and decreases wear and tear of UV light bulbs and will eliminate Operator man hours and reduces the risk of injury.

Pretreatment Three surface Aerators and motors are operational. Clarifier at Pretreatment was cleaned up of debris on the surface. All industrial flows to the Plant continue to be accounted for by meter totalizers and truck tickets. The Lone Star Citrus Company transported 16 truckloads of 80,000 gallons of citrus wastewater to the Pretreatment System. Pretreatment flow of waste from Rio Grande Juice Company and MPI (Metal Plating Industry) was 7,490,100 million gallons. Total sludge hauled was 1,100 cubic yards equivalent to 50 roll off containers.

2025-26 Sludge Removal

Month	Roll Offs	Cu/Yds
Oct	61	1,220
Nov	40	780
Dec	52	1,144
Jan	57	1,254
Feb	47	1,034
Mar	46	1,012
Apr	50	1,100
25-26	353	7,544
24-25	525	8,508



Street Division - Benchmark Summary

Our Street Crews paved 900 Linear Feet, patched approximately 785 Potholes; placed a total of 28 Signs (15 stop signs) and 22 Poles (cemented), inspected and repaired 43 Traffic Lights and Street Lamps; 810 Street Miles was swept; and removed 265 Tires. Street Crews cleared right-of-way tree limb obstructions. For the Collection of Debris site, there were 279 customers and a monetary collection totaling $ 7,329.

Street Improvement & Construction Projects

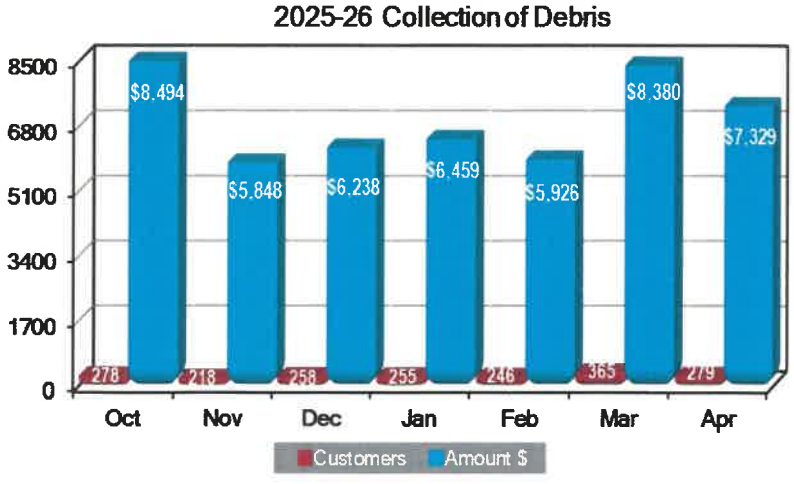
Project Name	Linear Feet	Construction % Completion	Current Status	Project Cost	Contractor
Doherty Ave & E. Kika de la Garza 180 Tons HMA	450' x 33'	100%	100%	$ 12,600	Street Department
Oblate & E. Kika de la Garza 180 Tons HMA	450' x 33'	100%	100%	$ 12,600	Street Department

Collection of Debris

There were 279 City of Mission customers with a monetary collection of debris totaling $ 7,329.

Collection of Debris

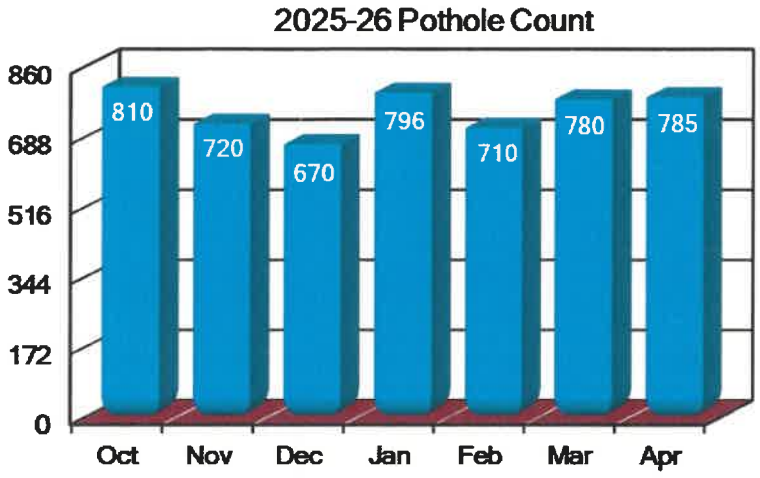
Month	Customers	Amount $
Oct	278	$ 8,494
Nov	218	$ 5,845
Dec	258	$ 6,238
Jan	255	$ 6,459
Feb	246	$ 5,926
Mar	365	$ 8,380
Apr	279	$ 7,329
25-26	1,899	$ 48,671
24-25	2,882	$ 87,601



City Pothole Maintenance Street Crews filled a total of 785 potholes.

2025-26 Pothole Maintenance

Month	24-25	25-26
Oct	726	810
Nov	785	720
Dec	726	670
Jan	670	796
Feb	675	710
Mar	780	780
Apr	775	785
Totals	5,137	5,271



City Street Miles Swept Mr. Torres, Mr. Gutierrez, Sweeper Operators, cleaned 810 street miles.

2025-26 Miles Swept

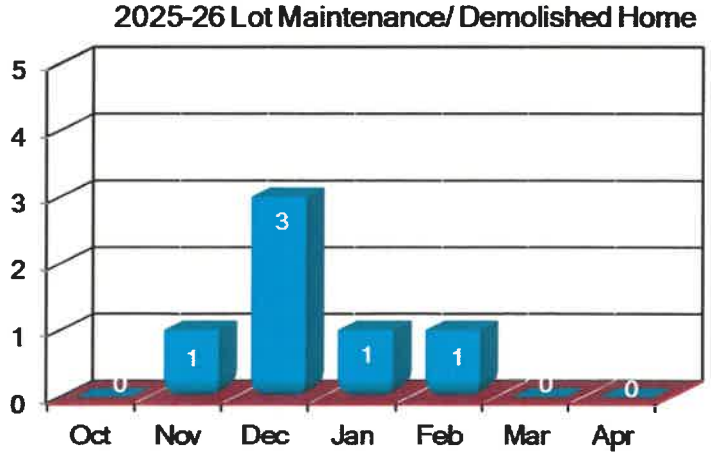
Month	24-25	25-26
Oct	1,662	658
Nov	1,497	994
Dec	1,258	1,819
Jan	1,330	1,463
Feb	1,159	1,164
Mar	1,238	1,184
Apr	1,408	810
Totals	9,552	8,092



Lot Maintenance / Demolished Home There was no Demolished Home this month.

2025-26 Lot Maintenance

Month	24-25	25-26
Oct	0	0
Nov	1	1
Dec	1	3
Jan	0	1
Feb	0	1
Mar	0	0
Apr	0	0
Totals	2	6

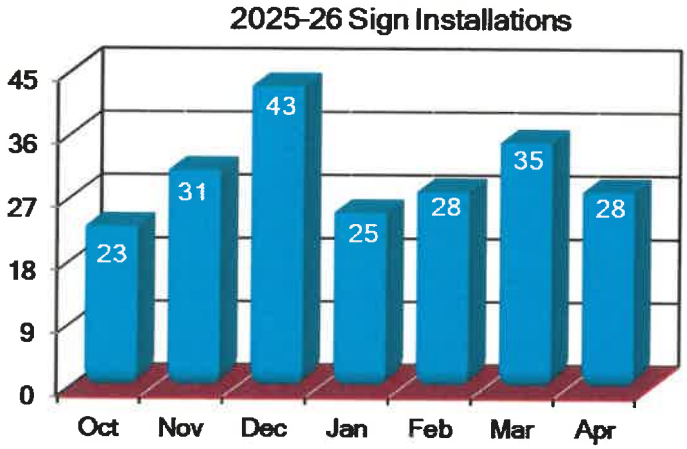


Sign Shop Output Measures

Street Crews installed 28 signs (15 stop signs) and 22 poles.

2025-26 Sign Installation

Month	24-25	25-26	Posts
Oct	19	23	8
Nov	48	31	19
Dec	10	43	16
Jan	10	25	20
Feb	13	28	28
Mar	42	35	31
Apr	19	28	22
Totals	161	213	144



Street Light Pole Maintenance

Street Light inspections are maintained by AEP.

Traffic Signal Maintenance

Installed flashers at intersection of Mayberry and 2 Mile; cut tree down at Pamela Street; assisted the Water Distribution Department during the water break at southbound intersection of Shary and Los Milagros.

	School Zone			Traffic Signals Light Changes							
Month	Light Bulb Replace	Re-set Controller	School Maint	Green	Red	Amber	Walk / Don't Walk	Trouble shoot Controller	Reg Maint	Misc	Total
Oct	2	1	1	2	1	1	1	5	35	37	86
Nov	0	0	0	5	1	0	6	3	17	27	59
Dec	0	6	6	5	5	7	0	13	7	21	70
Jan	1	1	2	1	0	1	0	3	10	46	65
Feb	0	1	4	2	0	1	0	3	19	24	54
Mar	0	0	2	3	3	0	3	5	31	58	105
Apr	0	0	0	0	0	0	0	9	11	23	43
25-26	3	9	15	18	10	10	10	41	130	236	482
24-25	9	27	116	16	28	28	36	74	507	405	1,246

Storm Drainage Street Crews cleared debris from storm drains and ditches throughout the City to prepare for hurricane season.

City Crew Collect Debris Our Alley Crew cleaned alleyways and averaged **5** trailer loads daily and mowed an average of 2 miles of alleyway.

Tire Removal Our Streets Crew removed 265 tires from the City this month.

2025-26 Tire Collection

Month	24-25	25-26
Oct	280	286
Nov	360	210
Dec	340	310
Jan	290	250
Feb	310	150
Mar	310	290
Apr	320	265
Totals	2,210	1,761



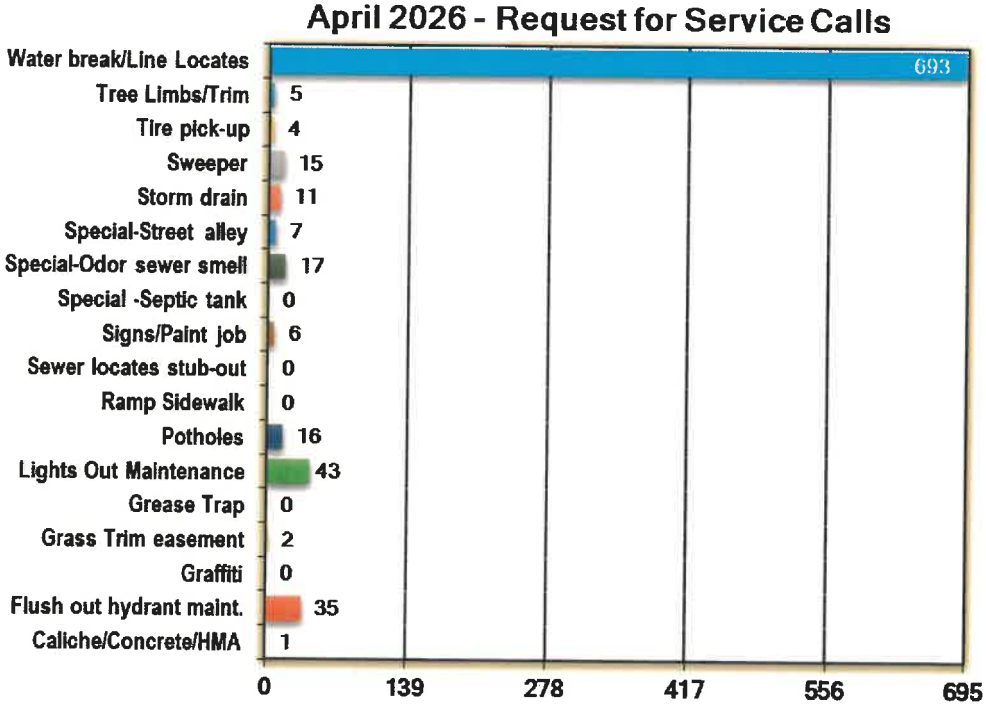
2025-26 Fleet Maintenance & Cost Summary

Charge Code	Work Orders	Preventive Maintenance	Cost $
Oil Changes / PM	27	27	$ 11,200
Repairs	80	0	$ 24,000
April	107	27	$ 35,200
FYTD 25-26	452	319	$ 272,730
FY 24-25	797	625	$ 484,400



Administration Request for Service Calls

Service Type	Oct	Nov	Dec	Jan	Feb	Mar	Apr	25-26	24-25
Caliche/Concrete/HMA	1	0	1	0	0	0	1	3	1
Flush Hydrant Maintenance	2	1	0	29	29	59	35	155	58
Graffiti	0	0	0	0	0	0	0	0	0
Grass Trim easement	7	2	0	0	0	0	2	11	75
Lights Out Maintenance	86	59	70	65	54	105	43	482	1,238
Potholes	41	29	18	22	12	36	16	174	592
Ramp Sidewalk	1	1	0	1	2	3	0	8	14
Sewer locates stub-out	0	0	0	0	0	0	0	0	0
Signs/Paint job	11	8	9	4	0	0	6	38	36
Special -septic tank	0	0	0	0	0	0	0	0	0
Special-Odor smell	23	17	13	6	26	31	17	133	215
Special-Street alley	2	1	6	4	3	2	7	25	81
Storm drain	12	2	5	0	0	3	11	33	58
Sweeper	6	9	19	3	3	17	15	72	98
Tire pick-up	15	2	5	0	0	1	4	27	28
Tree Limbs/Trim	13	5	5	7	4	5	5	44	95
Water break/Line locates	438	479	541	598	648	740	693	4,137	5,761
Total	658	615	692	739	781	1,002	855	5,342	8,350

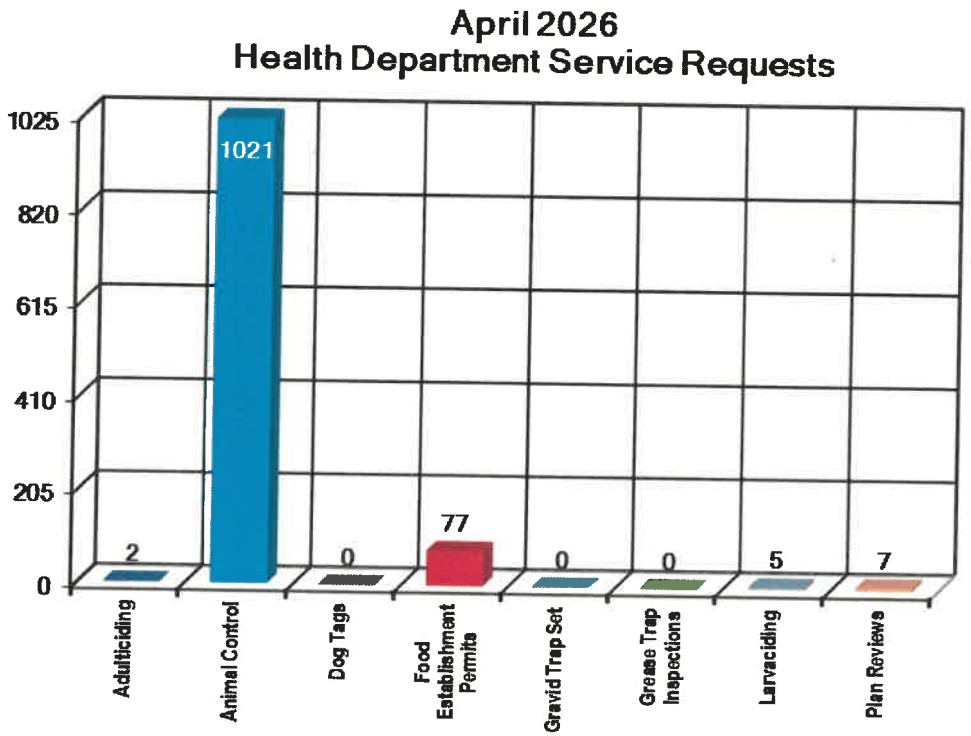


Health Department

Health Department Benchmark Summary

Following are the services provided by the Health Department for April.

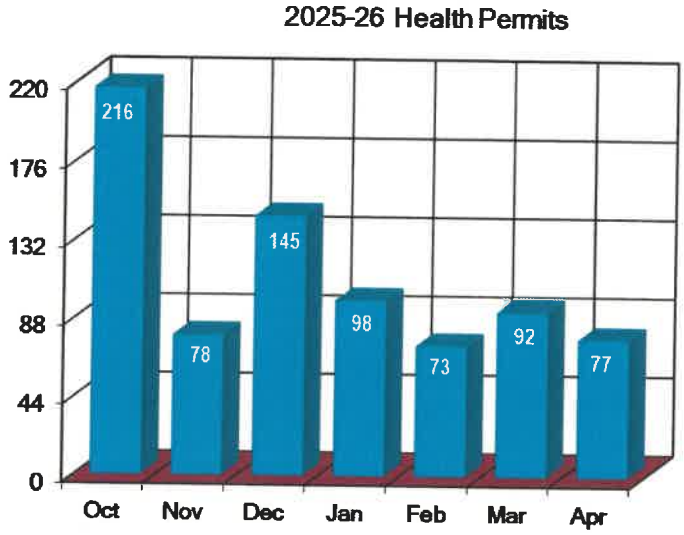
Service Type	Oct	Nov	Dec	Jan	Feb	Mar	Apr	25-26	24-25
Adulticiding	0	0	0	0	0	0	2	2	13
Animal Control	1,048	948	977	950	793	896	1,021	6,633	10,814
Dog Tags	5	6	2	1	3	4	0	21	33
Food Est. Permits	216	78	145	98	73	92	77	779	2,172
Gravid Trap Set	0	0	0	0	0	0	0	0	0
Grease Trap Inspections	0	2	1	0	0	0	0	3	3
Larvaciding	0	0	0	0	0	0	5	5	9
Plan Reviews	6	5	3	6	1	4	7	32	112
Total	1,275	1,039	1,128	1,055	870	996	1,112	7,475	13,156



Health Permits

A total of 77 Food Establishment permits were issued this month.

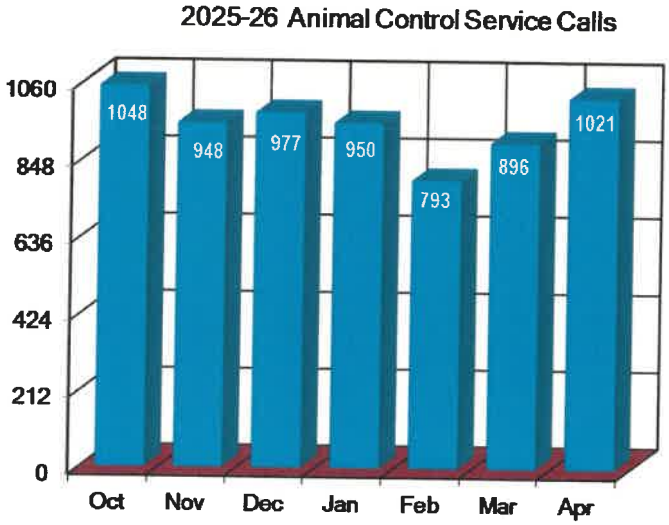
Food Establishment Permits		
Month	FY 24-25	FY 25-26
Oct	231	216
Nov	220	78
Dec	188	145
Jan	172	98
Feb	114	73
Mar	222	92
Apr	190	77
Totals	1,337	779



Animal Control Service Calls

Citizens called (1,021 calls) regarding Animal Control concerns.

Animal Control Calls		
Month	FY 24-25	FY 25-26
Oct	970	1,048
Nov	770	948
Dec	791	977
Jan	748	950
Feb	761	793
Mar	852	896
Apr	1,058	1021
Totals	5,950	6,633



Health Department Animal Control

Our City's Animal Wellness Officers, Jesus, Ivan and Manuel reported the following Animal Control for April. There were 214 requests for intake service orders completed by City staff this month.

Dogs

Description	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape Lost Euthn.	Adopted	Rescued	Trap-Neuter-Release	Return To Owner	APR	25-26
Mission	23	0	0	12	20	13	13	30	0	1	112	670
APR	23	0	0	12	20	13	13	30	0	1	112	
YTD 25-26	212	23	0	78	50	56	127	113	0	11		670
FY 24-25	374	61	1	90	24	19	24	10	0	0		603

Cats

Description	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape Lost Euthn.	Adopted	Rescued	Trap-Neuter-Release	Return To Owner	APR	25-26
Mission	44	1	0	10	1	7	10	5	11	0	89	424
APR	44	1	0	10	1	7	10	5	11	0	89	
YTD 25-26	111	2	0	122	5	29	77	49	29	0		424
FY 24-25	206	10	0	151	0	18	17	9	10	0		421

Wildlife

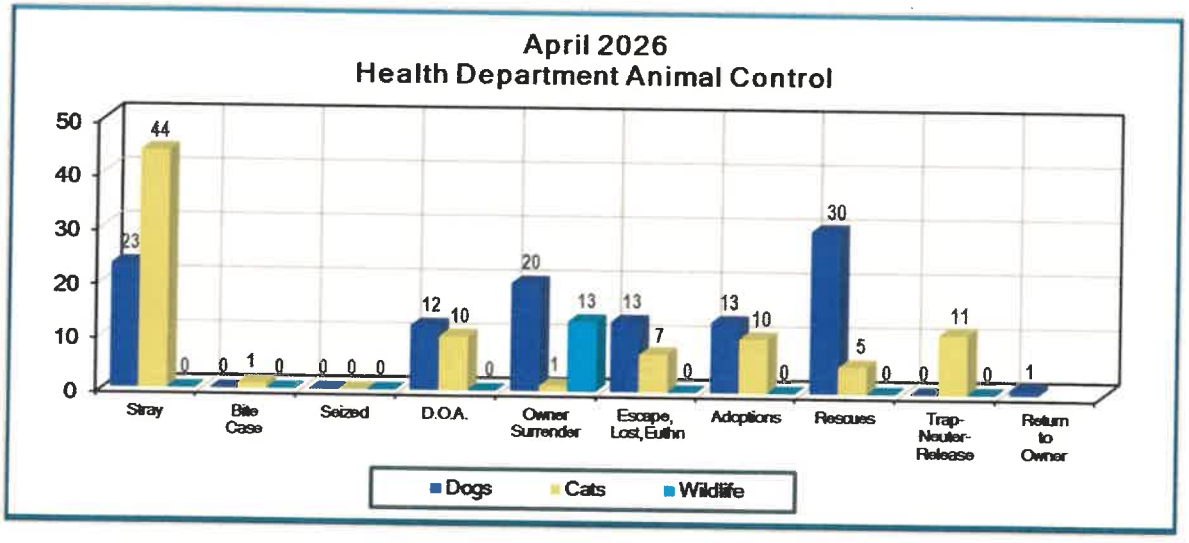
Description	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape Lost Euthn.	Adopted	Rescued	Trap-Neuter-Release	Return To Owner	APR	25-26
Mission	0	0	0	13	0	0	0	0	0	0	13	62
APR	0	0	0	13	0	0	0	0	0	0	13	
YTD 25-26	0	0	0	62	0	0	0	0	0	0		62
FY 24-25	0	0	0	81	0	0	0	0	0	0		81

Health Department Animal Control Summary

Below is our Health Department Animal Control Shelter Intake Summary of Dogs, Cats, and Wildlife.

April 2026
Health Department Animal Control

Animal Type	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape/ Lost/ Euthn.	Adopted	Rescues	Trap-Neuter-Release	Return To Owner	APR	YTD 25-26
Dogs	23	0	0	12	20	13	13	30	0	1	112	670
Cats	44	1	0	10	1	7	10	5	11	0	89	424
Wildlife	0	0	0	13	0	0	0	0	0	0	13	62
APR	67	1	0	35	21	20	23	35	11	1	214	
25-26	323	25	0	262	55	85	205	146	44	11		1,156
FY 24-25	580	71	1	322	24	37	44	13	13	0		1,105



SPEER MEMORIAL LIBRARY

APRIL 2026

DOOR COUNT

8,660

3,907

BOOKS CHECKED OUT

2,329

Computer Sessions

46

ADULT PROGRAM AUDIENCE

VOLUNTEER HOURS WORKED

469

TEENS PROGRAM AUDIENCE

86

183

GENERAL AUDIENCE

178

CHILDREN PROGRAM AUDINCE

USE OUR ONLINE RESOURCES

WWW.MISSION.LIB.TX.US

Speer Memorial Library
Favorites · April 22 at 11:22 AM

In today's toddler time the children had an EGGS-traordinary time. We learned that the letter Q stands for quail. We sung we danced and we hopped our way over to our m.. See more



Speer Memorial Library
Favorites · April 2 at 8:27 PM

Thank you so much to all our teens for participating on our first April activity where we watched the first Super Mario Bros. Movie. We want to congratulate our raf.. See more



Speer Memorial Library
Favorites · April 4 at 8:27 PM

Happy Easter everyone from Little Sprouts! Thank you to our bunny for s.. our children.



Speer Memorial Library
Favorites · April 8 at 8:56 PM

In today's toddler time our toddlers learned that the letter R is for Raccoon. Wait to see what S stands for. Remember we are here every Wednesday at 10am. See you here next week.



Album: 2026 April Teen Activities

Speer Memorial Library added 12 new photos
Favorites · April 9 at 12:09 PM

Yesterday, as part of our Teen Animanga Club, Teens submerged themselves in the world of the Mushroom Kingdom creating their own Piranha Plant from Super Mario Bros. Th.. See more



Speer Memorial Library
Favorites · April 10 at 1:52 PM

Toddler time was once again a big hit!! today we learned that the letter T is for tiger. Thank you to the amazing parents and our beautiful children that were able to c.. See more



Speer Memorial Library
Favorites · April 17 at 9:07 AM

We had an amazing turnout at our Adult Canva Workshop this past Saturday! Everyone did a fantastic job creating Lemonade Stand flyers.
Thank you to all who joined us! ... See more



Album: 2026 April Teen Activities

Speer Memorial Library added 5 new photos
Favorites · April 27 at 5:34 PM

For the second and final week of Teen Gamer's Night, teens played in teams or against one another in competetive Super Mario Games. The last game of the week being Supe.. See more



Speer Memorial Library
Favorites · April 24 at 3:01 PM

❗🎮 Today on Speer Can't Stop Reading: "Don't Read The Comments" by Eric Smith: about an online video game streamer and a video game writer teaming up against evil commentators. ❗



Speer Memorial Library
Favorites · April 8 at 12:03 PM

[REUPLOAD] ❗Today on Speer Can't Stop Reading: "5 Centimeters per Second" by Makoto Shinkai a romance movie turned manga adaptation.



Speer Memorial Library
Favorites · April 25 at 8:59 AM

Thank you to everyone who joined us for Bingo last Tuesday in celebration of National Library Week! We had such a great time seeing our community come together for fun.. See more



Album: 2026 April Teen Activities

Speer Memorial Library added 8 new photos
Favorites · April 18 at 3:03 PM

This week teens played a variety of Super Mario themed games. They at times worked together or competed against one another for a chance to win one of our Super Mari.. See more



MISSION HISTORICAL MUSEUM

Departmental Report April 2026

"It's a side of museums that many people don't see and sometimes don't understand when they see it in your budget. It's something that happens out of the way and it's not flashy but we're ensuring the long-term health of the cultural legacy of the area."



PERFORMANCE INDICATORS:

FY 2025-2026							
Performance Indicators	October	November	December	January	February	March	April
General Attendance	342	65	23	109	268	275	94
Programs	1,104	6	24	19	96	93	22
Tours	0	0	0	0	0	17	0
Social Media	8,956	5099	3,750	8,750	6,979	4,847	4,033
Website	541	541	549	653	763	647	390
Outreach	3,000	650	0	0	275	350	0
Meetings Hosted	0	0	0	0	12	0	0
Total:	14,393	6361	4346	9,531	8,393	6,229	4,539

(# of people served April 1– April 30)

Public and Educational Programs/Events

Past Programs/Events:

Summer	Ancient Landscapes Exhibit (UTRGV)
October 7	Community Altar Exhibit Opening
October 11	MHM Lecture Series
October 11	Craft Day (Dia de los Muertos)
October 25	Dia de los Muertos Folklife Festival
November 8	MHM Lecture Series
November 11	Veterans Day presentation at O'Grady Elementary
November 14	Community Altar Exhibit Closing
December 13	Christmas Craft Day w/RGV Little Elves
January 10	MHM Lecture Series
January 10	Leadership Mission visit
January 13	Quilt Show Opening
January 27, 28, 29	She Came to the Valley Movie Screenings
February 6	Turning of the Quilts
February 14	MHM Lecture Series
March 14	MHM Lecture Series
March 16	Exhibit Preview Day
March 17	What We Wore Exhibit Opening
March 17-20	Spring Break Scavenger Hunt
March	MHS Art Club field trip
April 24	MHS Art show

Upcoming Programs/Events:

June-July	Summer Craft days (every Wednesday)

Other Items:

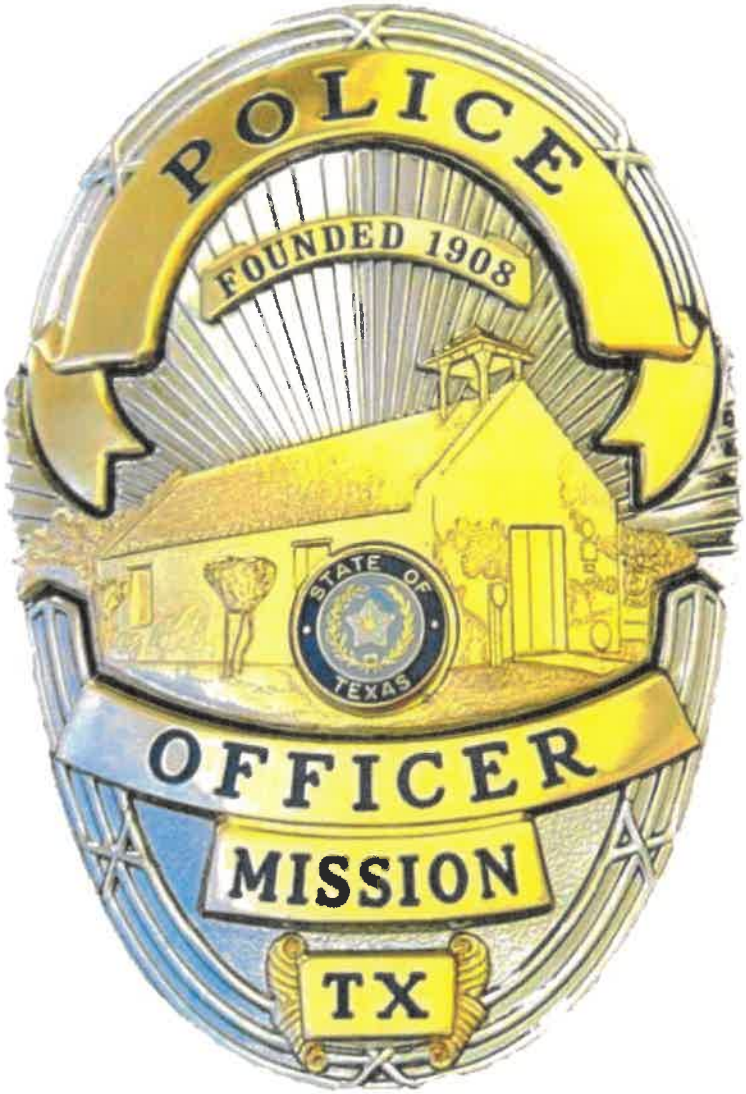
Ongoing	Moorefield Exhibit (Seeking Quotes)
Ongoing	DOE grant: LED lights

Code Enforcement

Monthly Report- April 2026

CASE NOTES	150
INSPECTIONS	20
IPMC HAZARDOUS STRUCTURES OR PREMISES	4
IPMC CLOSING OF VACANT STRUCTURES	2
FLOODING INTO NEIGHBORS	0
COMMERCIAL PARKING LOT MAINT.	0
DEMOLITION OF UNSAFE BUILDINGS	0
DOUBLE OCCUPANCY/HOOKED RV	0
HEALTH & SANITATION / ACCUMULATION OF ITEMS	40
HOME OCCUPATION	3
ILLEGAL DUMPING	0
ILLEGAL SIGNS (UNSAFE, RIGHT OF WAYS, BANDIT, TELEPHONE & GARAGE)	50
IPMC VIOLATIONS	6
JUNKED VEHICLES/ BOATS	7
NO GARAGE SALE PERMITS	1
NON-RESIDENTIAL PARKING/SEMI TRUCKS	1
PARKING ON LAWN	22
SIGHT OBSTRUCTION/SIDEWALKS/RIGHT OF WAY/DRIVEWAYS	3
STORAGE OF VEHICLES/BOATS/TRAILERS	4
WEEDY LOTS/ LETTERS	34
PROERTIES SENT TO MOWER'S LIST	1
PROPERTIES MOWED	1
GARAGE SALE PERMITS / NO PERMITS	245
CASES FILED IN COURT	3
CASES SEEN IN COURT	43
CASES CLOSED	74

Mission Police Department



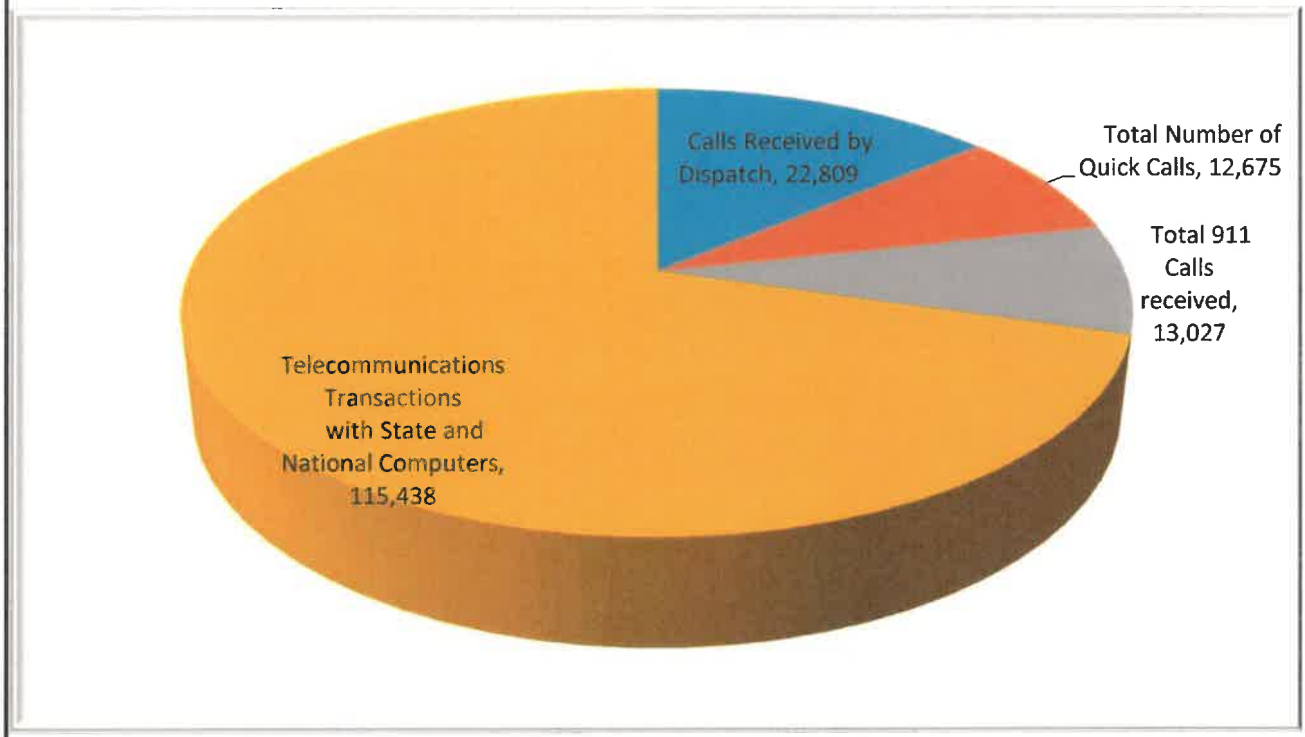
Monthly Report
Oct 2025 - Sept 2026

Mission Police Department

Monthly Report for April 2025

Communications Division

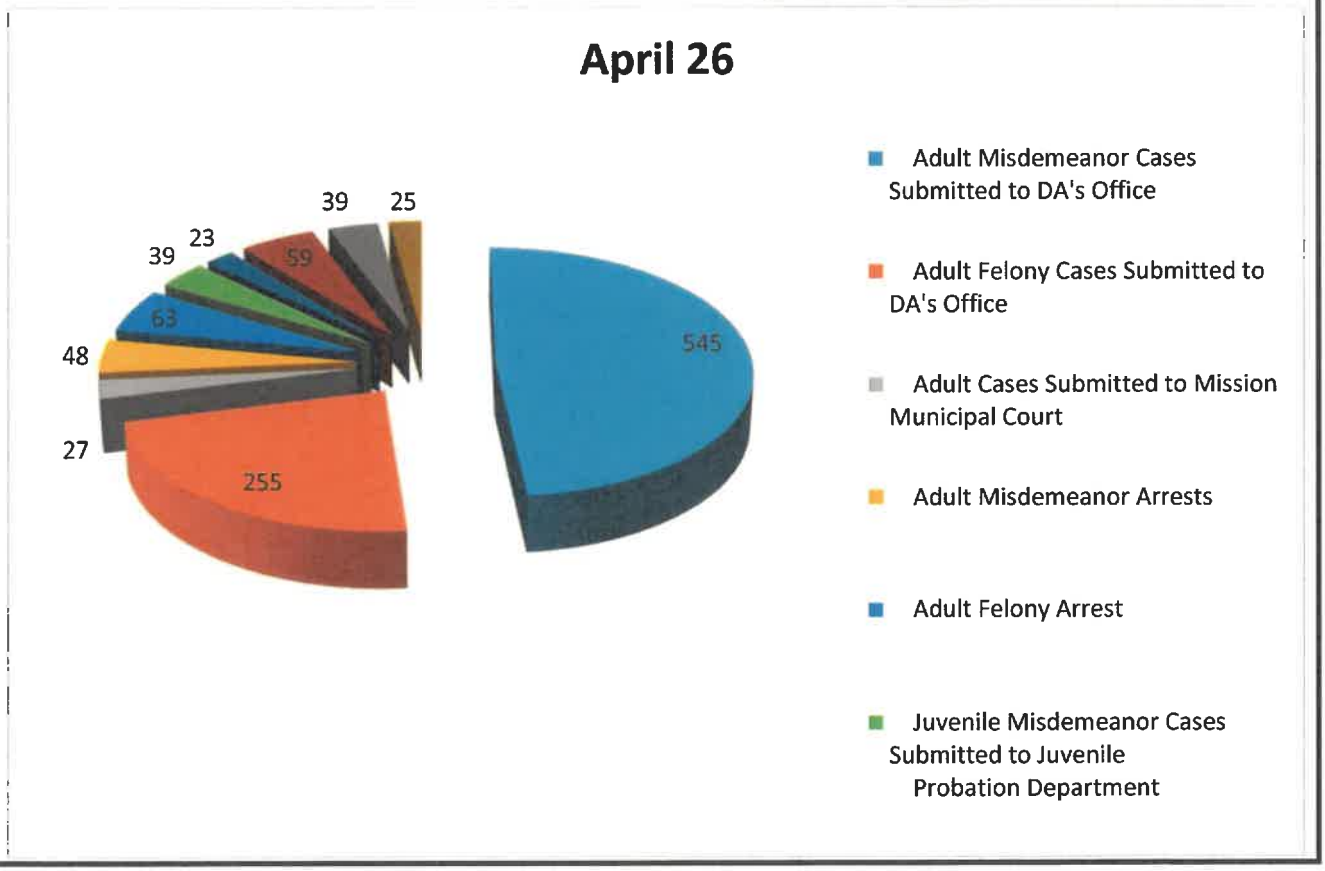
	April 25	FY 25-26 YTD
Calls Received by Dispatch	4,779	22,809
Total Number of Quick Calls	1,853	12,675
Total 911 Calls received	2,444	13,027
Telecommunications Transactions with State and National Computers	0	115,438



Criminal Investigations

Criminal Case Submissions

	April 26	FY 25-26 YTD
Adult Misdemeanor Cases Submitted to DA's Office	85	545
Adult Felony Cases Submitted to DA's Office	35	255
Adult Cases Submitted to Mission Municipal Court	3	27
Adult Misdemeanor Arrests	4	48
Adult Felony Arrest	9	63
Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department	3	39
Juvenile Felony Cases Submitted to Juvenile Probation Department	1	23
Juvenile Cases Submitted to Mission Municipal Court	10	59
Juvenile MisdemeanorArrests	4	39
Juvenile Felony Arrests	1	25
Total Open Cases	124	124

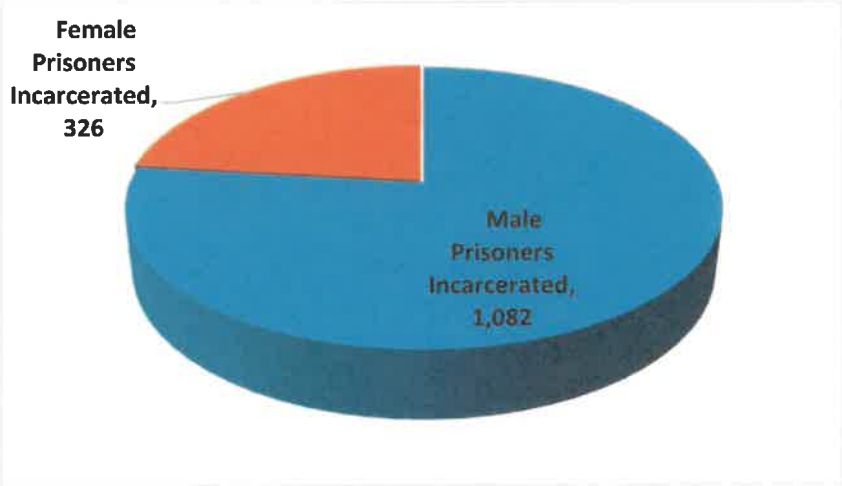


Mission Police Department

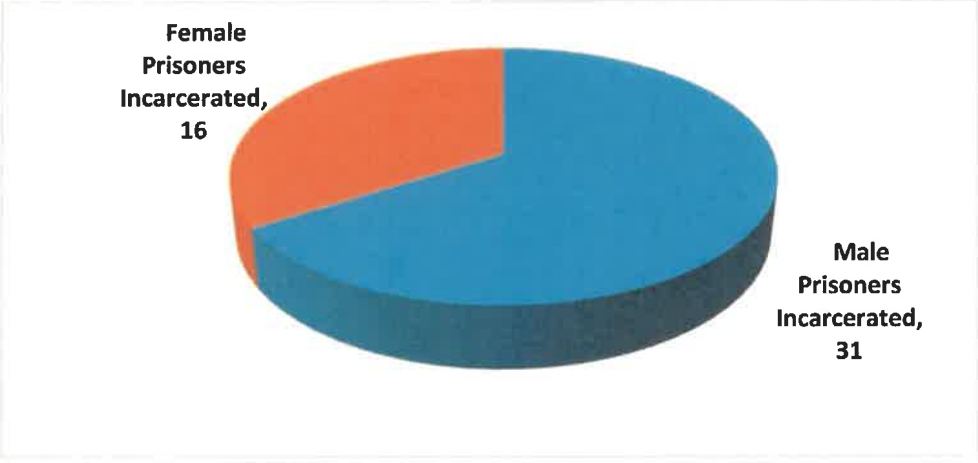
Monthly Report for April 2026

Jail Division

Adults	April 26	FY 25-26 YTD
Male Prisoners Incarcerated	153	1,082
Female Prisoners Incarcerated	44	326
Total	**186**	**1,408**



Juveniles	April 26	FY 25-26 YTD
Male Prisoners Incarcerated	3	31
Female Prisoners Incarcerated	3	16
Total	**6**	**47**

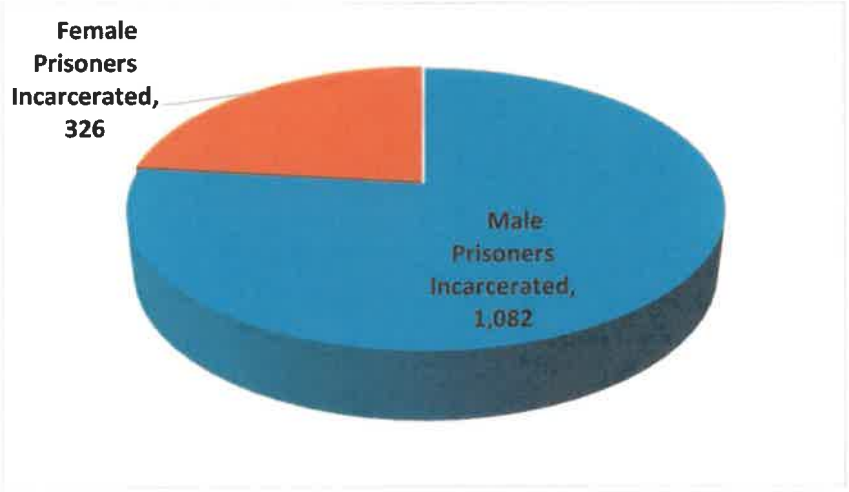


Mission Police Department

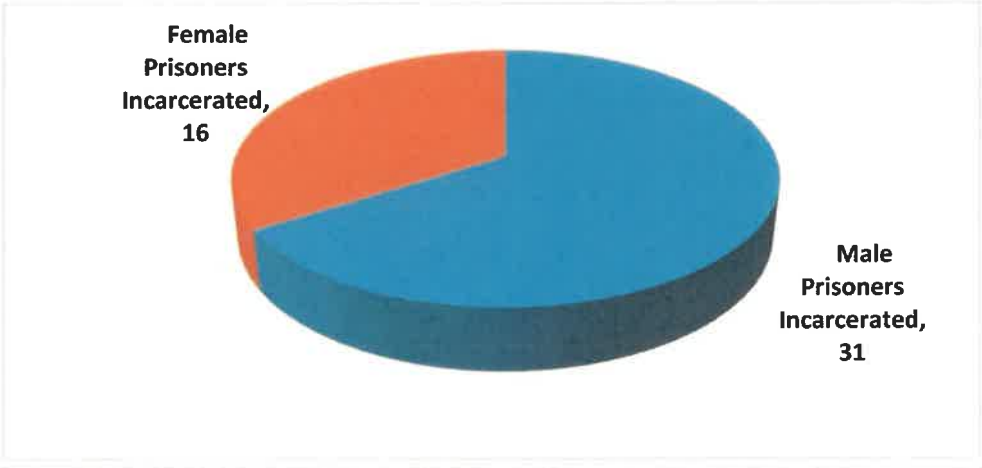
Monthly Report for April 2026

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Total	**6**	**47**



Narcotics Division -DEA

	April 26	FY 25-26 YTD
Seizures		
Marihuana (lbs)	0.00	6.30
(Street Value -$506.00 per pound)	$0.00	$3,187.80
Cocaine (kilos)	145.5	349.30
(Street Value -$21,000.00 per Kilo)	$3,055,500.00	$7,335,356.28
Fentanyl	0	0.00
(Street Value -$30,000.00 per Kilo)	$0.00	$12.00
Heroin (kilos)	0	0.00
(Street Value -$17,680.00 per Kilo)	$0.00	$0.00
Methamphetamine (kilos)	914.9	918.32
(Street Value -$11,925.00 per Kilo)	$18,206,510.00	$18,274,486.41
Currency Seizures:	$0.00	$254,968.00
Vehicle Seizures:	0	0
Arrest:	8	30

Narcotics Division -Immigration & Customs Enforcement

	April 26	FY 25-26 YTD
Seizures		
Marihuana (lbs)	14.61	14.61
(Street Value -$506.00 per pound)	$7,392.66	$7,392.66
Cocaine (kilos)	5.96	339.05
(Street Value -$21,000.00 per Kilo)	$125,160.00	$7,120,050.00
Heroin (kilos)	0	0.00
(Street Value -$17,680.00 per Kilo)	$0.00	$0.00
Methamphetamine (kilos)	0	0.00
(Street Value -$11,925.00 per Kilo)	$0.00	$0.00
Currency Seizures:	$0.00	$2,414,078.00
Vehicle Seizures:	0	0
Arrest:	2	28

Mission Police and Criminal Investigations

Narcotics

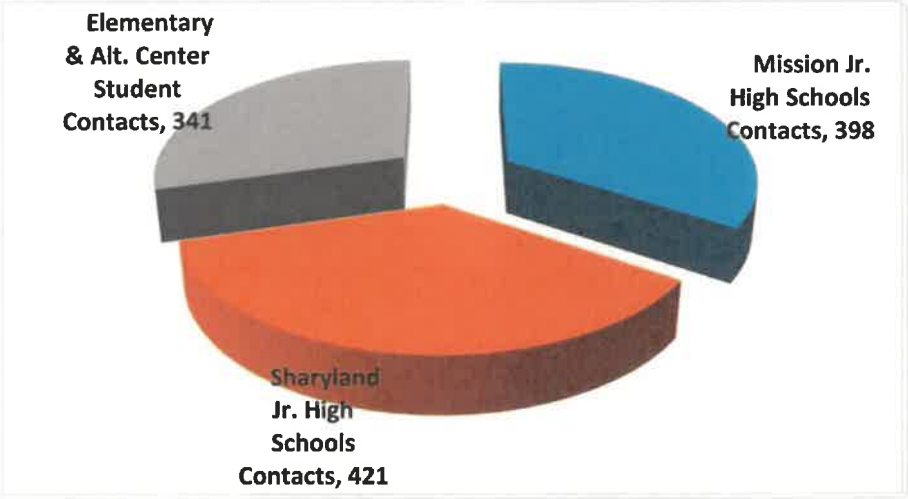
	April 26	FY 25-26 YTD
Marihuana (pounds)	0.91	6.85
(Street Value -$600.00 per pound)	$547.80	$3,478.98
Cocaine (kilos)	9.7000	14.20
(Street Value -$21,000.00 per Kilo)	$203,700.00	$298,186.77
Currency	$44.00	$2,642.41

Mission Police Department

Monthly Report for April 2026

Educational Resource Officer Program

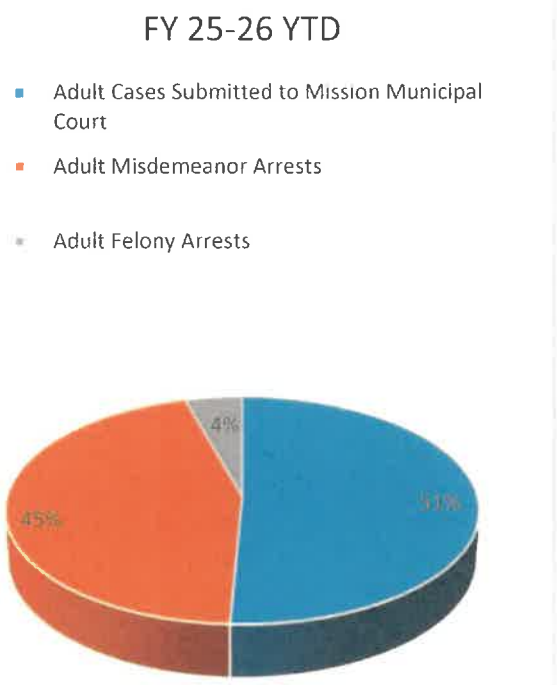
	April 26	FY 25-26 YTD
Mission Jr. High Schools Contacts	72	398
Sharyland Jr. High Schools Contacts	64	421
Elementary & Alt. Center Student Contacts	61	341

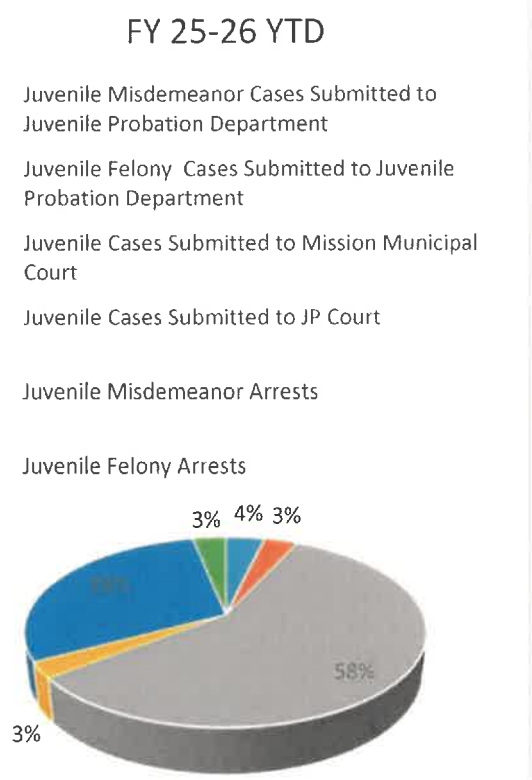


	April 26	FY 25-26 YTD
Mission High Schools	116	718
Sharyland High Schools	59	496

Adult & Juvenile Cases Submitted by Police Officers Assigned to Mission & Sharyland Schools

	April 26	FY 25-26 YTD
Adult Cases Submitted to Mission Municipal Court	8	35
Adult Misdemeanor Arrests	6	31
Adult Felony Arrests	0	3
Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department	3	7
Juvenile Felony Cases Submitted to Juvenile Probation Department	0	6
Juvenile Cases Submitted to Mission Municipal Court	15	109
Juvenile Cases Submitted to JP Court	0	5
Juvenile Misdemeanor Arrests	12	56
Juvenile Felony Arrests	0	6





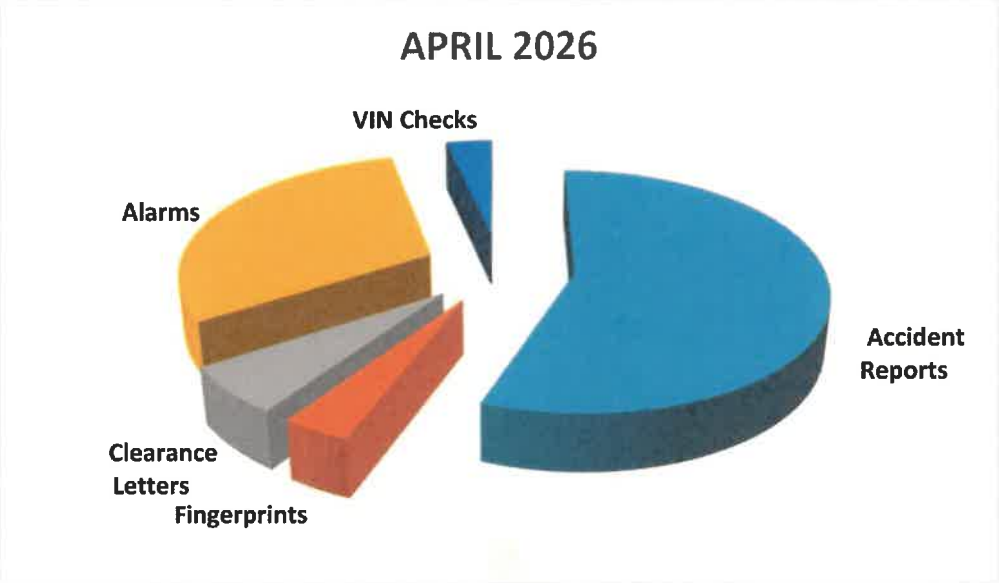
Mission Police Department

Monthly Report for April 2026

Records Division

The following entries from our records division are actual persons visiting the Mission Police Department facility to obtain copies of reports; getting fingerprinted; job applications; clearance letter for job applications; vehicle identification number clearance letters for people buying used motor vehicles; persons visiting our warrant officers, criminal investigations or administrative personnel for assistance in police related matters.

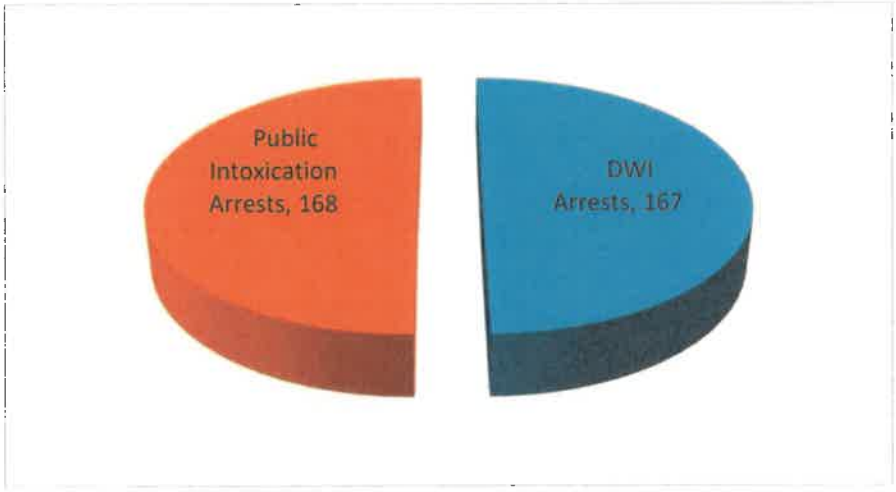
	April 26	FY 25-26 YTD
Accident Reports	164	986
Fingerprints	13	66
Clearance Letters	22	111
Alarms	17	541
VIN Checks	14	62
TOTAL	**230**	**1,766**



Mission Police Department
Monthly Report for April 2026

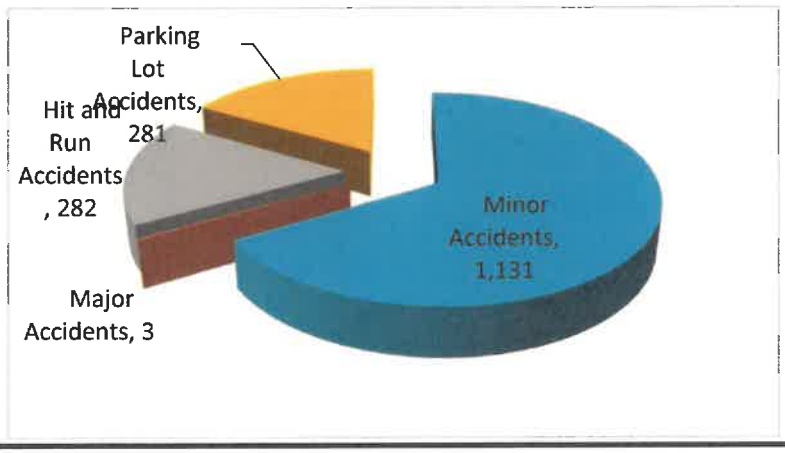
Patrol Division

	April 26	FY 25-26 YTD
DWI Arrests	24	167
Public Intoxication Arrests	21	168



Traffic Division

	April 26	FY 25-26 YTD
Minor Accidents	145	1,131
Major Accidents	0	3
Hit and Run Accidents	46	282
Parking Lot Accidents	45	281



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 26, 2026

PRESENTED BY: Juan Pablo "JP" Terrazas / Andy Garcia – Assistant City Managers

AGENDA ITEM: Acknowledge Receipt of Minutes – Terrazas / A. Garcia
Mission Fire Department – April 2026
Emergency Ambulance Report – April 2026
Mission Fire Prevention – April 2026
Public Works – April 2026
Speer Memorial Library – April 2026
Mission Historical Museum – April 2026
Code Enforcement – April 2026
Mission Police Department – April 2026
Sanitation – April 2026
Planning – April 2026
Building Permits & Inspections -April 2026

NATURE OF REQUEST:

See attached minutes.

BUGETED: Yes / No / N/A **FUND:** _____ **ACCT. #:** _____

BUDGET: $_____ **EST. COST:** $_____ **CURRENT BUDGET BALANCE:** $_____

BID AMOUNT: $_____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JPT / AG*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

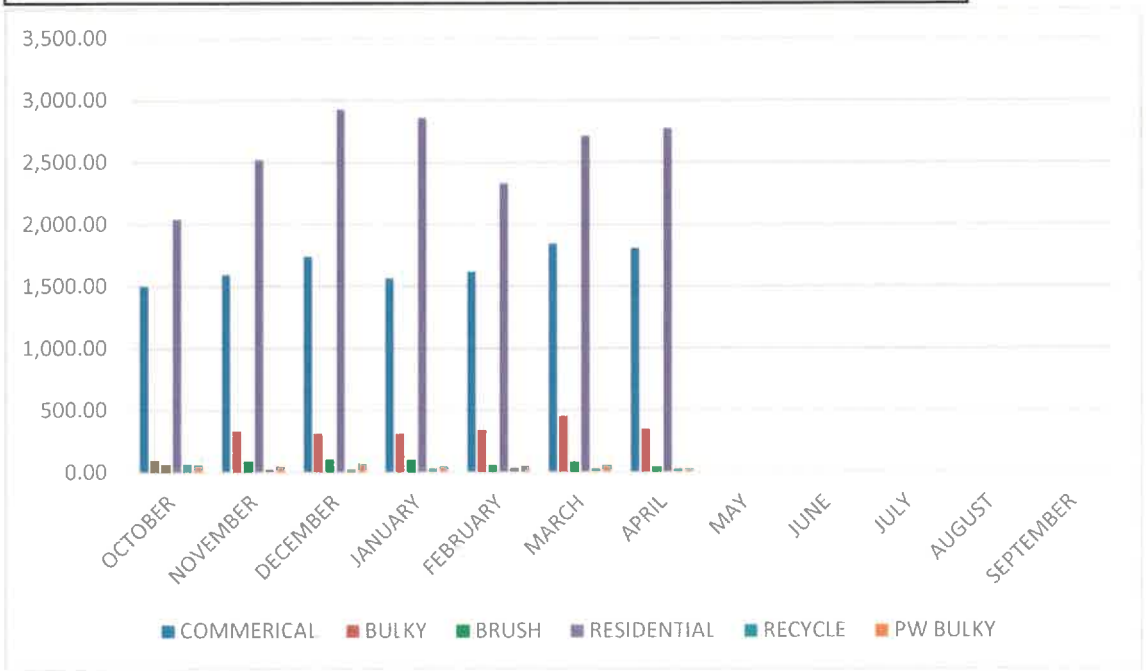
_____ DISSENTING_____

SANITATION DEPARTMENT

For the month of April, the City of Mission Sanitation Department disposed of a combined 4931.18 tons of trash/bulky items. In addition, 3514.00 cubic yards of brush was collected at our sanitation landfill.

	TONS	:UBIC YARD	TONS	TONS	TONS	TONS	TONS
Month	RESIDENTIAL	BRUSH	BULKY	COMMERICAL	BRUSH	RECYCLE	PW BULKY
OCTOBER	2,043.55	4,760.00	98.14	1,504.10	64.26	63.87	58.19
NOVEMBER	2,523.14	6888.00	333.25	1596.60	92.988	24.35	51.02
DECEMBER	2,927.50	8016.00	303.22	1744.76	108.216	31.26	72.11
JANUARY	2,859.72	7616.00	311.03	1567.13	102.816	33.29	47.16
FEBRUARY	2,334.41	4592.00	338.28	1620.36	61.992	35.34	52.23
MARCH	2714.22	6608.00	451.37	1845.20	89.208	33.27	57.40
APRIL	2774.85	3514.00	348.04	1808.29	47.439	29.03	29.50
MAY					0		
JUNE					0		
JULY					0		
AUGUST					0		
SEPTEMBER					0		
Total	18177.39	41994.00	2183.33	11686.44	566.919	250.41	367.61

2025 - 2026 SANITATION PICK UP (TONS)



MEMORANDUM

To: J.P Terrazas, P.E., Co-Interim City Manager

From: Xavier Cervantes, Director of Planning

Date: April 30, 2026

Re: Monthly Report APRIL 2026

ACTIVITY REPORT FOR THE PLANNING DIVISION IS PROVIDED FOR THE PREVIOUS MONTH.

APRIL 2026

REZONINGS:	**2**
CONDITIONAL USE PERMIT:	**4**
HOMESTEAD APPROVALS:	**0**
SUBDIVISIONS:	**0**
SINGLE LOT VARIANCES:	**0**
VARIANCES (ZBA):	**4**
SITE PLAT APPROVALS:	**0**
OTHER P&Z REQUESTS	**4**

Building Permit and Inspections Activity Report for The Month of April 2026

Total # of Building Permits	Building Permit Value	Building Permit Fee	Types of Building Permits
46	$8,698,645.00	$15,967.00	New Dwelling
			Commercial
			Assembly
3	$1,063,840.00	$4,404.32	Apartments - 12 Units
			Warehouse
			Move Out Houses/Move Within
			Move In Houses
3	$32,200.00	$315.00	Move in Mobile Homes
			Schools
5	$148,000.00	$1,525.00	Swimming Pools
5	$7,475.00	$0.00	Sheds
6	$28,000.00	$355.00	Signs
10	$35,050.00	$111.10	Fence
			Tower
			Gas Tanks Pumps
1	$12,000.00	$55.00	Demolition
			Water Well/Recreation Const.
79	**$10,025,210.00**	**$22,732.42**	**Totals**

Additions / Remodeling

30	$668,183.59	$2,602.50	Residential Buildings
6	$259,245.00	$482.50	Commercial Buildings
1	$30,000.00	$30.00	Apartment Buildings
			Assembly Buildings
			School Buildings
3	$13,100.00	$224.40	Awnings/Decks
7	$21,469.00	$489.35	Carports/Concrete
13	$57,100.00	$760.80	Porches/Driveways/Sidewalks
1	$520.00	$83.00	Garages/Canopies
			Hobby Shops
61	**$1,049,617.59**	**$4,672.55**	**Totals**

Total Building Permits	140
Total Building Valuation	$11,074,827.59
Total Building Permit Fees	$27,404.97

Prepared By: RACHEL ALVAREZ
Date: 5/1/2026

Monthly Report for April 2026

I. Permits Issued

A. Building

Number	140
Value	$11,074,827.59
Permit Fees	$27,404.97

B. Electrical, T-Pole, & T-Clear

Number	144
Permit Fees	$16,769.00

C. Mechanical

Number	56
Value	$435,040.00
Permit Fees	$5,149.00

D. Plumbing, Gas & Sprinkler System

Number	104
Permit Fees	$14,456.50

TOTALS

Total Permits Issued	**444**
Total Valuation	**$11,509,867.59**
Total Permit Fees	**$63,779.47**

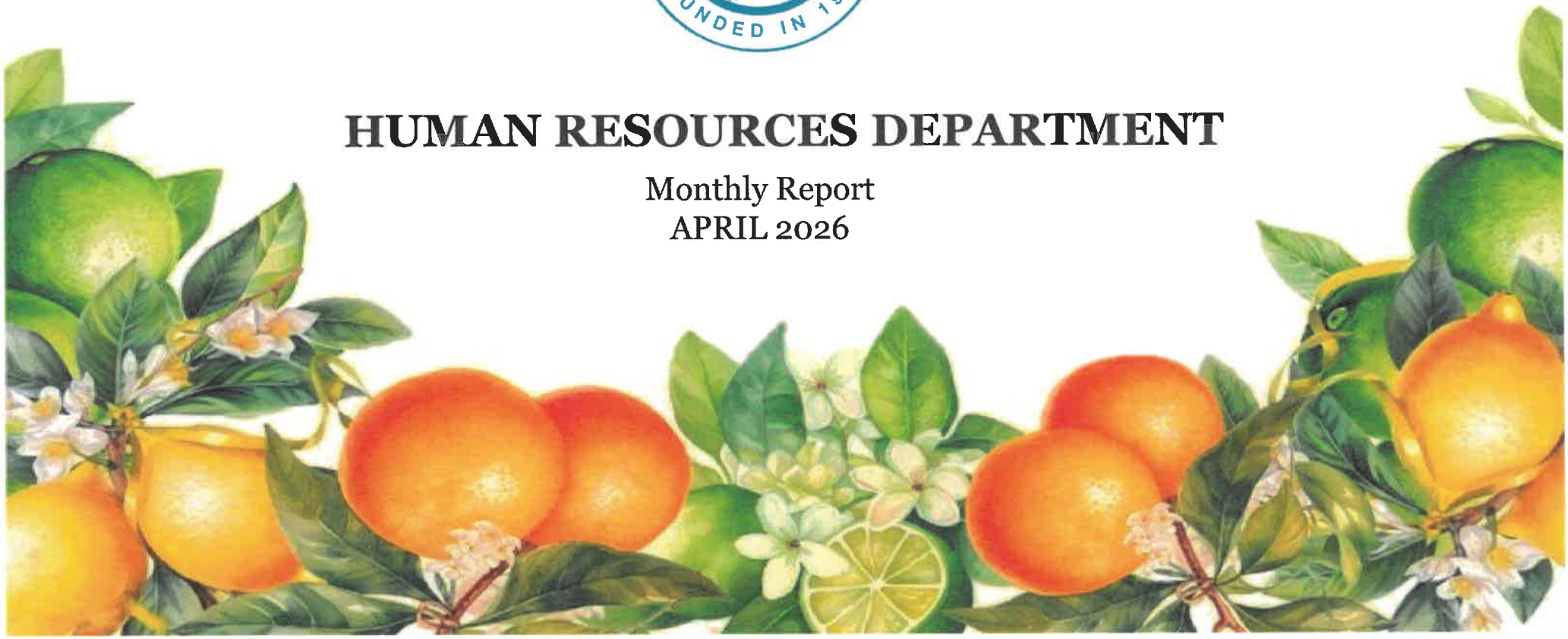
II. Number of Inspections Conducted 635

III. Other Fees

A. Business License Application	
Number	25
Permit Fees	$1,250.00
B. Garage Sale Permits	
Number	0
Permit Fees	$0.00
C. Health Cards	
Number	0
Permit Fees	$0.00
D. Builder Registration	
Number	34
Permit Fees	$3,000.00
E. Electrician Registration	
Number	1
Permit Fees	$100.00
F. Plumbing Registration	
Number	0
Permit Fees	$0.00
G. Mechanical Registration	
Number	1
Permit Fees	$100.00
H. House Inspections	
Number	3
Permit Fees	$310.00
I. Planning & Zoning Applications	
Number	23
Permit Fees	$4,450.00

HUMAN RESOURCES DEPARTMENT

Monthly Report
APRIL 2026



OVERVIEW

MONTHLY REPORT
FOR PERIOD: **APRIL 2026**

PERSONNEL - STAFFING

Regular Full Time – 678
Regular Part Time – 53
Temporary Full Time – 1
Temporary Part Time – 0
TOTAL EE's – 732

PERSONNEL - VACANCIES

Regular Full Time – 103
Regular Part Time –15
Temporary Full Time – 4
Temporary Part Time – 0
TOTAL VACANCIES – 122



EMPLOYEE BENEFITS/WELLNESS

Dependent Subscribers – 350
EE Only – 511
EE + Spouse – 17
EE + Child(ren) – 80
EE + Family – 53
TOTAL EE SUBSCRIBERS – 661
TOTAL SUBSCRIBERS – 1,011

RISK MANAGEMENT/SAFETY

Workers' Comp Claims – 57
General Liability Claims – 17
Auto Liability Claims – 16
Real & Personal Property – 0
Cyber – 1
TOTAL CLAIMS – 91

Personnel

APRIL 2026								MONTHLY TOTALS	YTD
Number of Employees, Volunteers, and Others:	**HIRED**	**TRANSFERRED**	**RESIGNED**	**DISMISSED**	**RETIRED**	**DECEASED**	**OTH**		
Regular Full-Time (804 budgeted slots for fiscal year)	12		13	3	1			678	777
Regular Part-Time (69 budgeted slots for fiscal year)								53	58
Temporary Full-Time	1							1	3
Temporary Part-Time								0	0
Employees Fiscal YTD Totals:	**92**		**78**	**6**	**6**			**732**	**838**
Reserve Police Officers								13	13
Volunteer Firefighters								12	12
Texas Workforce Solutions/Work Experience								0	1
AARP Participants							2	8	7
Volunteers							2	289	293
Volunteers Fiscal YTD Totals:							**29**	**322**	**326**

TOTAL VACANCIES: 122

DEPARTMENT	NUMBER OF VACANCIES	YTD	DEPARTMENT	NUMBER OF VACANCIES	YTD
AQUATICS	3	3	LEGAL	3	3
BOYS & GIRLS CLUB	0	0	LIBRARY	5	8
CDBG	1	1	MEDC	4	4
CITY SECRETARY	1	1	MEDIA	0	0
EVENT CENTER	2	2	METER READERS	2	3
EXECUTIVE	2	2	MUNICIPAL COURT	0	1
FACILITIES	7	8	MUSEUM	3	3
FINANCE	1	3	PARKS	3	5
FIRE	9	10	PLANNING	1	3
FIRE PREVENTION	0	0	POLICE	14	30
FLEET	1	1	PUBLIC WORKS	14	17
GOLF	23	24	SANITATION	8	11
HEALTH & CODE ENFORCEMENT	6	10	STREETS	3	3
HUMAN RESOURCES	2	3	UTILITY BILLING	1	3
INFORMATION TECHNOLOGY	0	0	VETERANS CEMETERY	3	3

NEW HIRES: 13
RETENTION RATE: 94.60%

DEPARTMENT	NEW HIRES	VACANCIES	TOTAL BUDGETED POSITIONS FY 25-26	RETENTION RATE	DEPARTMENT	NEW HIRES	VACANCIES	TOTAL BUDGETED POSITIONS FY 25-26	RETENTION RATE
AQUATICS	1	3	14	71.42%	LEGAL	0	3	4	25%
BOYS & GIRLS CLUB	0	0	15	100%	LIBRARY	0	5	30	96.66%
CDBG	0	1	4	75%	MEDC	0	4	16	75%
CITY SECRETARY	0	1	7	100%	MEDIA	0	0	4	100%
EVENT CENTER	0	2	10	90%	METER READERS	0	2	8	87.50%
EXECUTIVE	0	2	7	71.42%	MUNICIPAL COURT	0	0	13	92.30%
FACILITIES	0	7	23	73.91%	MUSEUM	0	3	8	62.50%
FINANCE	0	1	20	85%	PARKS	0	3	43	97.67%
FIRE	2	9	121	90.90%	PLANNING	0	1	15	93.33%
FIRE PREVENTION	0	0	8	100%	POLICE	9	14	235	90.21%
FLEET	0	1	4	75%	PUBLIC WORKS	0	14	86	96.51%
GOLF	0	23	41	46.34%	SANITATION	1	8	35	74.28%
HEALTH & CODE	0	6	28	71.42%	STREETS	0	3	36	94.44%
HUMAN RESOURCES	0	2	7	71.42%	UTILITY BILLING	0	1	11	90.90%
INFORMATION TECHNOLOGY	0	0	7	100%	VETERANS CEMETERY	0	3	12	75%

SEPARATION OF EMPLOYMENT: 17

TURNOVER RATE: 2.50%

DEPARTMENT	SEPARATIONS	YTD	TOTAL BUDGETED POSITIONS FY 25-26	TURNOVER RATE	DEPARTMENT	SEPARATIONS	YTD	TOTAL BUDGETED POSITIONS FY 25-26	TURNOVER RATE
AQUATICS	0	3	14	14.28%	LEGAL	0	1	4	0%
BOYS & GIRLS CLUB	0	0	15	0%	LIBRARY	0	3	30	6.66%
CDBG	0	0	4	0%	MEDC	0	0	16	0%
CITY SECRETARY	1	1	7	0%	MEDIA	0	0	4	0%
EVENT CENTER	1	2	10	14.28%	METER READERS	0	2	8	25%
EXECUTIVE	0	1	7	14.28%	MUNICIPAL COURT	0	1	13	0%
FACILITIES	1	2	23	4.34%	MUSEUM	0	0	8	0%
FINANCE	0	2	20	10%	PARKS	0	3	43	4.65%
FIRE	3	6	121	2.47%	PLANNING	0	2	15	13.33%
FIRE PREVENTION	0	0	8	0%	POLICE	4	24	235	1.70%
FLEET	0	1	4	25%	PUBLIC WORKS	0	7	86	1.16%
GOLF	0	5	41	4.87%	SANITATION	3	6	35	8.57%
HEALTH & CODE	1	5	28	3.57%	STREETS	2	4	36	5.55%
HUMAN RESOURCES	0	1	7	14.28%	UTILITY BILLING	1	4	11	9.09%
INFORMATION TECHNOLOGY	0	0	7	0%	VETERANS CEMETERY	0	3	12	25%

PERFORMANCE MEASURES (KPI'S)

STAFFING	MONTHLY TOTAL	YTD
REQUESTS FOR ADVERTISED POSITIONS	13	103
JOB POSTINGS	55	207
APPLICATIONS FOR EMPLOYMENT	120	684
VOLUNTEER APPLICATIONS	4	30
INTERVIEWS	53	218
JOB OFFERS	7	100
PRE-EMPLOYMENT SCREENINGS – BACKGROUND CHECKS	8	78
PRE-EMPLOYMENT SCREENINGS – DRUG TESTS	7	93
NEW HIRE ENROLLMENTS / ONBOARDING	13	92

PERFORMANCE MEASURES (KPI'S)

FORMS	MONTHLY TOTAL	YTD
EMPLOYEES, CITIZENS, VENDORS ASSISTED	443	2,430
EMPLOYEE CHANGE OF STATUS FORMS	68	526
EMPLOYEE REQUESTS FOR PERSONNEL INFORMATION	1	13
CORRECTIVE/DISCIPLINARY ACTION NOTICES	1	18
EMPLOYMENT VERIFICATIONS	8	109
UNEMPLOYMENT CLAIMS	0	6
PUBLIC INFORMATION REQUESTS	12	29
EXIT INTERVIEWS - EMPLOYEE	5	23
EXIT INTERVIEWS - SUPERVISOR	3	32

PERSONNEL TRAINING SEMINARS

APRIL	TRAINING SEMINARS	EMPLOYEES ATTENDED
10/22/2025 – TML Regional Cyber Tabletop	1	3
11/06/2025 – Supervisor Seminar	1	19
11/21/2025 – Leadership Retreat – Strategic Planning and Culture Initiative	1	42
12/01/2025 – Sexual Harassment Training	1	370
12/10/2025 – Sexual Harassment Training (Spanish)	1	80
01/21/2026 – Demystifying Cyber Attacks	1	38
01/23/2026 – Culture Initiative Meeting #1	1	39
02/11/2026 – Culture Initiative Meeting #2	1	33
02/12/2026 – Delivering Effective Performance Evaluations	1	79
02/25/2026 – Dignity in Leadership	1	11
04/15/2026 – TMRS Webinar	1	
Fiscal YTD Totals:	**11**	**714**

EMPLOYEE RECOGNITION/EVENTS

APRIL	EVENTS	EMPLOYEES ATTENDED
11/13/2025 – Veteran's Appreciation Luncheon	1	70
11/13/2025 – Employee Appreciation Luncheon	1	500
12/02/2025 – Service Awards Breakfast	1	100
02/10/2026 – Employee of the Month Luncheon	1	25
03/04/2026 – Employee Appreciation Luncheon	1	400
Fiscal YTD Totals:	**5**	**1,095**

EMPLOYEE BENEFITS AND WELLNESS DIVISION



PERFORMANCE MEASURES (KPI'S)

FAMILY MEDICAL LEAVE	MONTHLY TOTAL	YTD
FMLA REQUESTS	8	52
EMPLOYEE'S SERIOUS HEALTH CONDITION	7	26
FAMILY MEMBER'S SERIOUS HEALTH CONDITION	0	16
BIRTH OF A CHILD	1	10
MILITARY FAMILY LEAVE	0	0
INJURY OR ILLNESS OF COVERED SERVICEMEMBER	0	0
FMLA APPROVALS	5	37
FMLA DENIALS/WITHDRAWALS	1	6
FMLA RETURN-TO-WORK	4	30
EMPLOYEES OUT ON FMLA	16	68

FAMILY MEDICAL LEAVE (FMLA): 16

DEPARTMENT	EMPLOYEES OUT ON FMLA	YTD	DEPARTMENT	EMPLOYEES OUT ON FMLA	YTD
AQUATICS	0	0	LEGAL	0	0
BOYS & GIRLS CLUB	0	1	LIBRARY	0	1
CDBG	0	1	MEDC	1	2
CITY SECRETARY	0	1	MEDIA	0	0
EVENT CENTER	0	1	METER READERS	0	0
EXECUTIVE	0	0	MUNICIPAL COURT	1	1
FACILITIES	0	1	MUSEUM	0	0
FINANCE	0	1	PARKS	0	1
FIRE	3	12	PLANNING	0	0
FIRE PREVENTION	0	0	POLICE	4	16
FLEET	1	1	PUBLIC WORKS	0	1
GOLF	1	2	SANITATION	3	5
HEALTH & CODE ENFORCEMENT	1	2	STREETS	0	3
HUMAN RESOURCES	1	2	UTILITY BILLING	0	0
INFORMATION TECHNOLOGY	0	0	VETERANS CEMETERY	0	1

HEALTH & WELLNESS SEMINARS

APRIL	TRAINING SEMINARS	EMPLOYEES ATTENDED
10/07/2025 – Breast Cancer Awareness Luncheon	1	87
10/16/2025 – Airrosti Webinar – Fundamentals of Safe and Effective Exercise	1	3
10/28/2025 – Airrosti Webinar – Fundamentals of Safe and Effective Exercise	1	4
10/29/2025 – Annual Employee Health Fair	1	190
11/13/2025 – Airrosti Webinar – Headaches	1	3
11/18/2025 – Airrosti Webinar – Headaches	1	3
02/20/2026 – Healthy Heart Luncheon	1	45
02/24/2026 & 02/26/2026 – CT Screenings	1	21
03/24/2026 – Health at Your Desk Lunch and Learn	1	4
04/09/2026 – Wondr Webinar	1	18
04/16/2026 – Airrosti Webinar - Carpal Tunnel Pain Management	1	5
04/22/2026 – Stress Awareness Lunch and Learn	1	17
04/28/2026 - Airrosti Webinar - Carpal Tunnel Pain Management	1	5
04/29/2026 – Bowling Tournament	1	52
Fiscal YTD Totals:	**14**	**477**

RISK MANAGEMENT DIVISION



CLAIMS SUMMARY

APRIL – 19 CLAIMS

Submission Type	Loss Date	Status	Loss Cause	Department	Total Paid	Open Reserves	Total Incurred
Workers' Compensation	4/29/2026	Open	Struck or injured by	Public Works & Utilities	$0.00	$300.00	$300.00
Workers' Compensation	4/28/2026	Open	Striking against or stepping on	Fire/EMS	$0.00	$1,500.00	$1,500.00
Workers' Compensation	4/28/2026	Open	Struck or injured by	Animal Control	$0.00	$2,000.00	$2,000.00
Workers' Compensation	4/27/2026	Open	Fall, slip, or trip injury	Administrative/General Services/Elected Officials	$0.00	$1,500.00	$1,500.00
Workers' Compensation	4/26/2026	Open	Strain or injury by	Fire/EMS	$0.00	$0.00	$0.00
Workers' Compensation	4/25/2026	Open	Strain or injury by	Police	$0.00	$1,500.00	$1,500.00
Workers' Compensation	4/24/2026	Open	Struck or injured by	Public Works & Utilities	$0.00	$500.00	$500.00
Workers' Compensation	4/24/2026	Open	Struck or injured by	Public Works & Utilities	$0.00	$500.00	$500.00
Workers' Compensation	4/22/2026	Open	Caught in, under, or between	Public Services	$0.00	$800.00	$800.00
Workers' Compensation	4/21/2026	Open	Strain or injury by	Police	$0.00	$1,500.00	$1,500.00
Workers' Compensation	4/19/2026	Open	Strain or injury by	Administrative/General Services/Elected Officials	$0.00	$1,500.00	$1,500.00
Workers' Compensation	4/13/2026	Open	Cut, puncture, scrape, injured by	Police	$0.00	$800.00	$800.00
Workers' Compensation	4/11/2026	Open	Strain or injury by	Fire/EMS	$363.14	$5,449.86	$5,813.00
Workers' Compensation	4/11/2026	Open	Cut, puncture, scrape, injured by	Water	$0.00	$800.00	$800.00
Workers' Compensation	4/6/2026	Open	Burn or scald - heat or cold exposures - contact with	Public Works & Utilities	$0.00	$1,500.00	$1,500.00
Workers' Compensation	4/3/2026	Open	Cut, puncture, scrape, injured by	Police	$0.00	$300.00	$300.00
Workers' Compensation	4/1/2026	Open	Motor vehicle	Street & Traffic	$0.00	$0.00	$0.00
Workers' Compensation	4/1/2026	Open	Motor vehicle	Street & Traffic	$0.00	$0.00	$0.00
General Liability	4/1/2026	Open	Collision with	Public Works & Utilities	$0.00	$0.00	$0.00

WORKERS' COMPENSATION CLAIMS

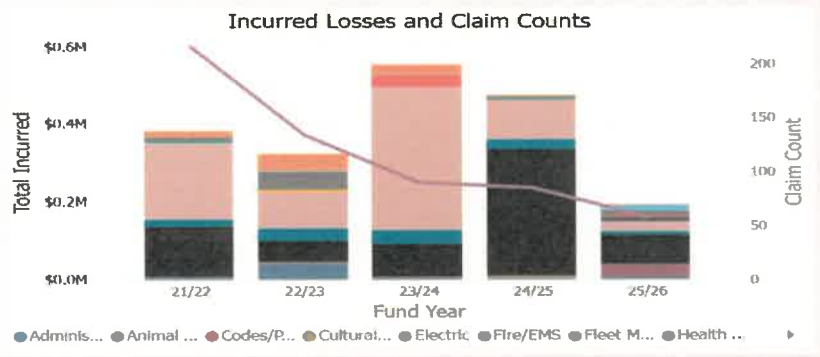
APRIL – 57 OPEN CLAIMS

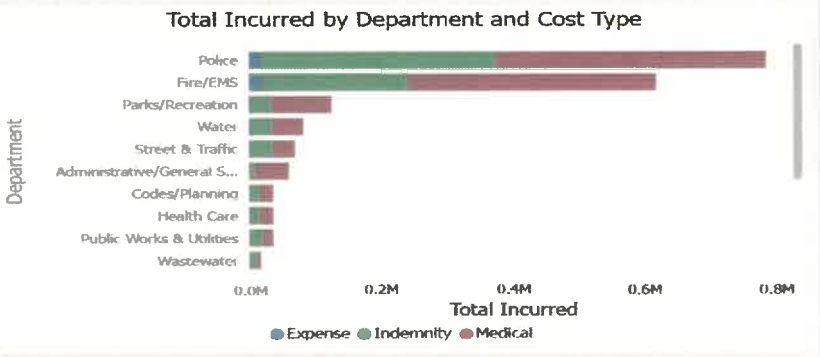
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City of Mission

Line of Business
Workers' Comp Line

Claim Snapshot | **Workers' Comp** | Property | Liability | Auto | Cyber





PROPERTY CLAIMS

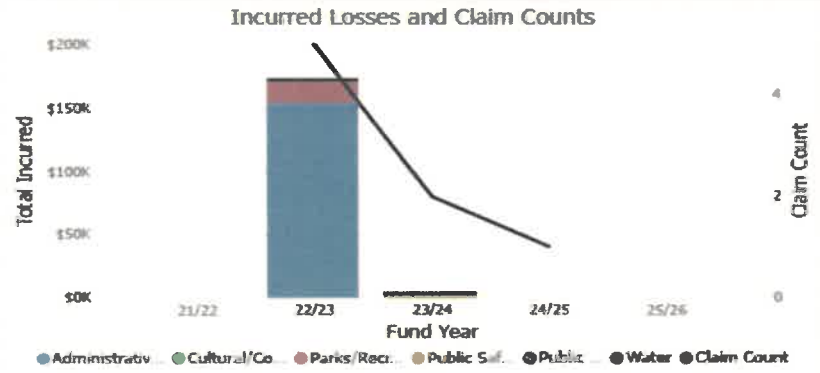
APRIL – 0 OPEN CLAIMS

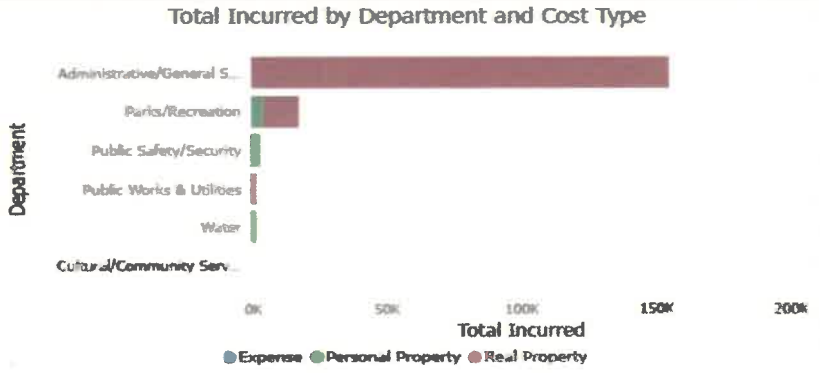
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City of Mission

Line of Business
Property Line

Claim Snapshot | Workers' Comp | **Property** | Liability | Auto | Cyber





LIABILITY CLAIMS

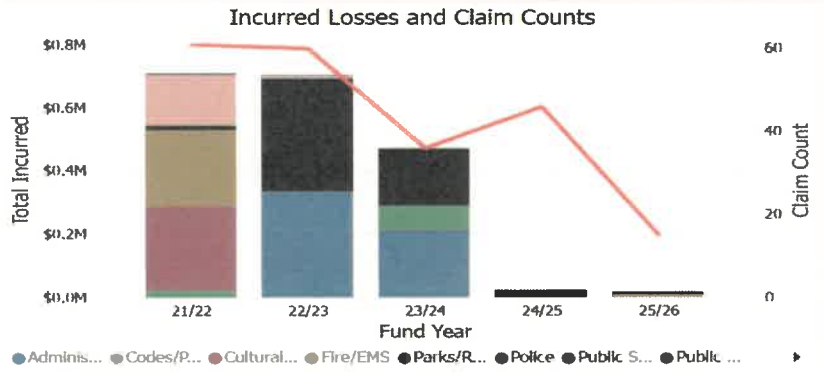
APRIL – 17 OPEN CLAIMS

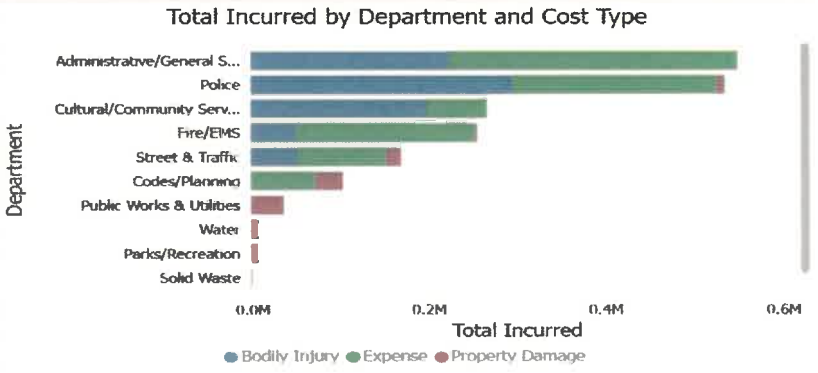
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City of Mission

Line of Business
Liability Line

Claim Snapshot | Workers' Comp | Property | **Liability** | Auto | Cyber





AUTO LIABILITY CLAIMS

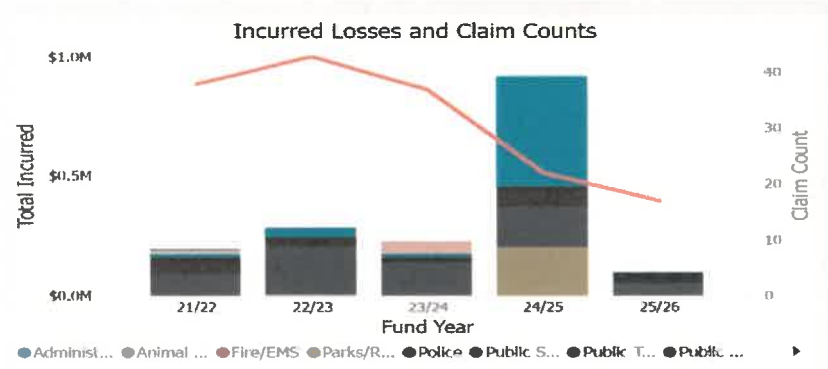
APRIL – 16 OPEN CLAIMS

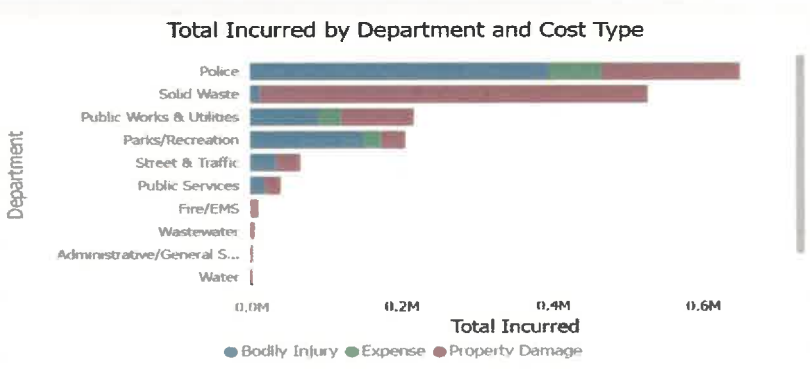
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City of Mission

Line of Business
Auto Line

Claim Snapshot | Workers' Comp | Property | Liability | **Auto** | Cyber





CYBER CLAIMS

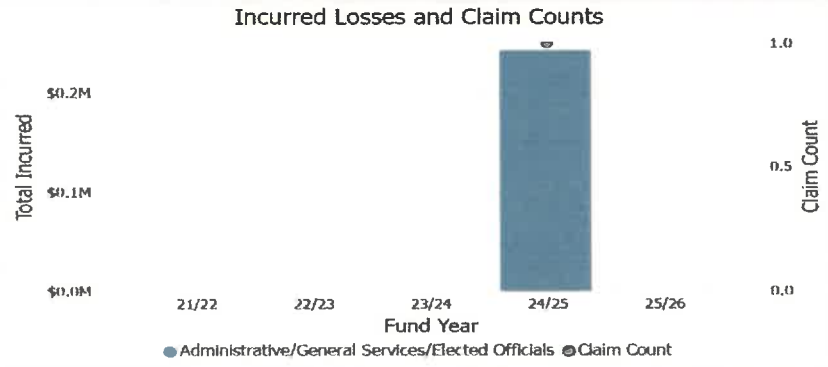
APRIL – 1 OPEN CLAIM

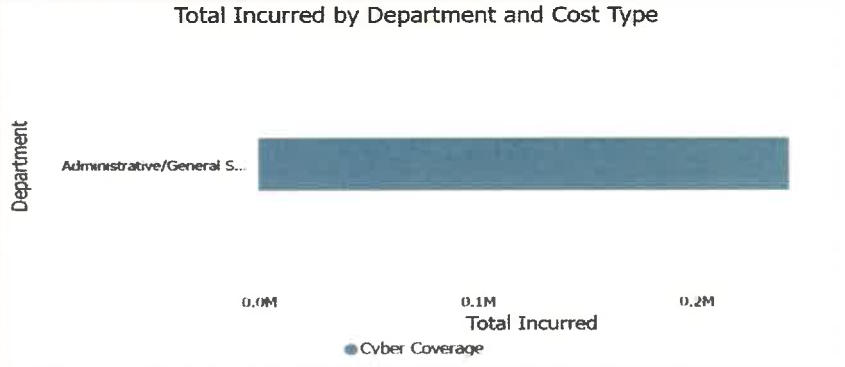
Select Filters

City of Mission

Line of Business
Cyber Line

Claim Snapshot | Workers' Comp | Property | Liability | Auto | **Cyber**





RISK MANAGEMENT/SAFETY SEMINARS

JANUARY	TRAINING SEMINARS	EMPLOYEES ATTENDED
10/15/2026 – Safety TIPS: Fire Extinguisher Safety	1	EMAIL
12/02/2025 – Safety TIPS: Smoke Detector Safety	1	EMAIL
12/17/2026 – Safety TIPS: Are You Prepared for Winter Weather?	1	EMAIL
01/20/2026 – R.O.A.D. Ready 360 Vehicle Check	1	48
01/27/2026 – R.O.A.D. Ready TIPS: 360 Walk-Around	1	EMAIL
01/27/2026 – R.O.A.D. Ready TIPS: Vehicle Preparedness	1	EMAIL
01/27/2026 – R.O.A.D. Ready TIPS: Vehicle Safety Checklist	1	EMAIL
02/04/2026 – TML Regional Seminar	1	12
03/06/2026 – Concentra Telemed Seminar	1	32
03/20/2026 – Forklift Safety	1	4


Thank
You
CITY OF
MISSION

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 26, 2026
PRESENTED BY: Xavier Cervantes, AICP, CPM, Director of Planning

AGENDA ITEM: Conduct a public hearing and consideration of a rezoning request from Single-Family Residential District ("R-1") to Office Building District ("C-1"), being the East 134' of Lot 9 and the East 146.80' of Lot 10, Block 113, Original Townsite of Mission Subdivision, located along the West side of Mayberry Road approximately 100 feet South of 8th Street, Applicant: Julian Arellano & Noe Salinas, Adoption of Ordinance #_____ - Cervantes

NATURE OF REQUEST:

Project Timeline:

- April 15, 2026 – Application for rezoning submitted for processing.
- April 25, 2026 – In accordance with State and local law notice of the required public hearings was mailed to all the property owners within a 200' radius of the subject tract and notice of hearings was published in the Progress Times.
- May 6, 2026 – Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission.
- May 26, 2026 – Public hearing and consideration of the requested rezoning ordinance by the City Council.

Summary:

- The applicant is requesting to rezone the subject property from Single-family Residential District ("R-1") to Office Building District ("C-1") to develop an office complex.
- The code of ordinances states that the main purpose of the office building zoning is to provide office uses, office sales uses and certain personal services of a nature that will not have a blighting effect on adjacent residential areas.
- The portion of the lots of record measure 100 feet along Mayberry and have a depth of 134 feet along the South side and 146.80 feet along the North side for a total area of 14,040 square feet (0.32 acres).
- The surrounding zones are General Business (C-3) District to the North and Single-family Residential (R-1) District to the South, East and West.
- The property is vacant. The surrounding land uses are the Evaristo Olivarez Community Center to the East, the Jasmine Commercial Plaza to the North and single-family homes to the South and West.
- The Future Land Use Map shows the property designated for low density residential uses.
- The requested rezoning is not in line with the comprehensive plan designation, but staff finds the area to be in transition to light commercial uses.
- Notices were mailed to twenty-two (22) surrounding property owners. Planning staff received no phone calls from the surrounding property owners.

STAFF RECOMMENDATION:

Staff recommends approval.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval JP7

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A REZONING FOR BEING THE EAST 134' OF LOT 9 AND THE EAST 146.80' OF LOT 10, BLOCK 113, ORIGINAL TOWNSITE OF MISSION SUBDIVISION, LOCATED ALONG THE WEST SIDE OF MAYBERRY ROAD APPROXIMATELY 100 FEET SOUTH OF 8TH STREET, FROM R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT) TO C-1 (OFFICE BUILDING DISTRICT)

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning Request of May 6, 2026, the Planning and Zoning Commission of the City of Mission, upon duly recognized motion and second, voted to recommend to the City Council that the rezoning shown below be granted.

WHEREAS, the City Council of the City of Mission held a public hearing at 4:30 p.m. Tuesday, May 26, 2026, in the Council Chambers of the City Hall, to consider the following rezoning:

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, THAT THE FOLLOWING REZONING BE GRANTED: AS SHOWN IN EXHIBIT "A"

Legal Description	**From**	**To**
Being the East 134' of Lot 9 and the East 146.80' of Lot 10, Block 113, Original Townsite of Mission Subdivision,	R-1	C-1

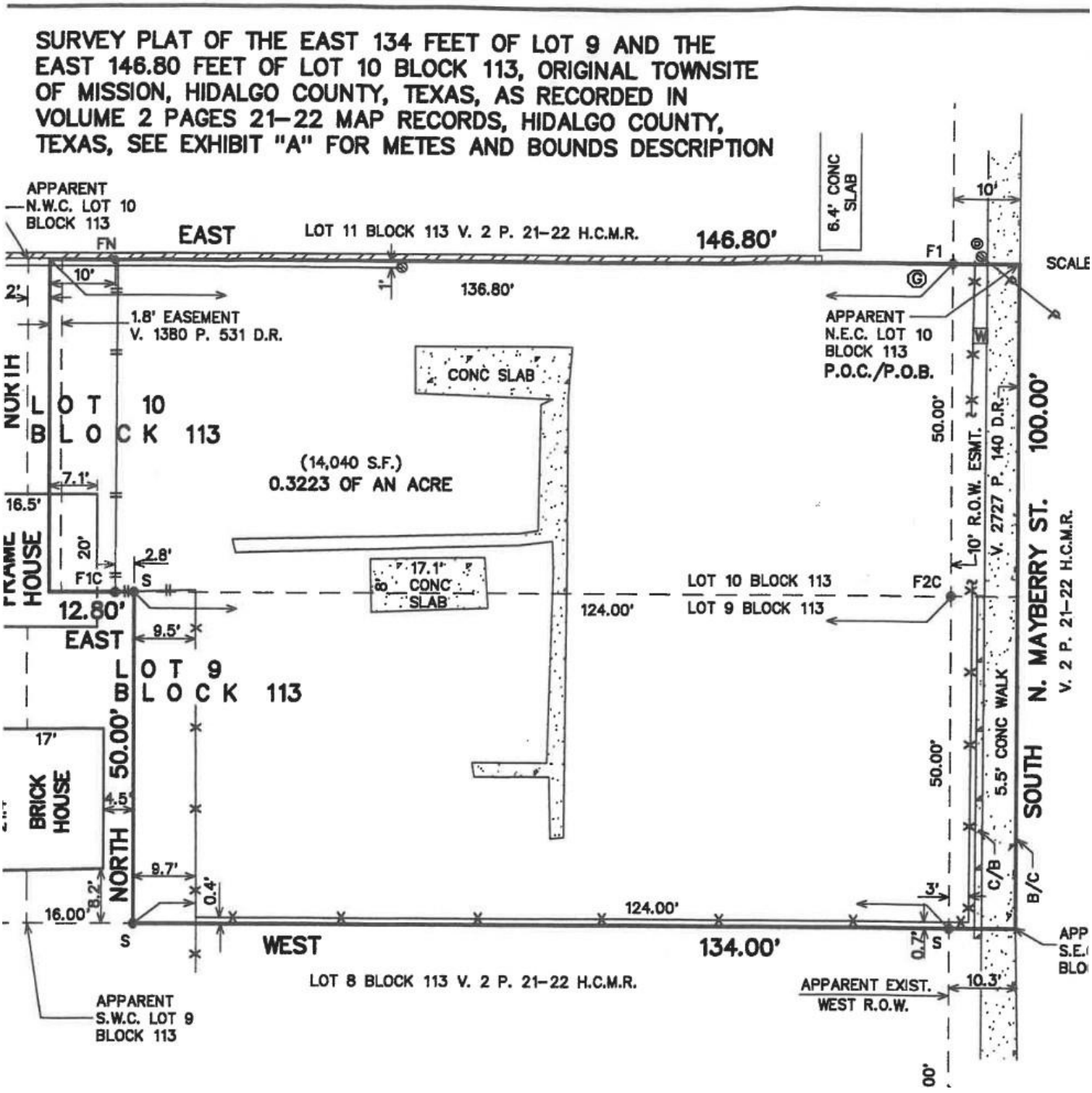
READ, CONSIDERED, AND PASSED, this the 26th day of May, 2026.

_____
Norie Gonzalez Garza, Mayor

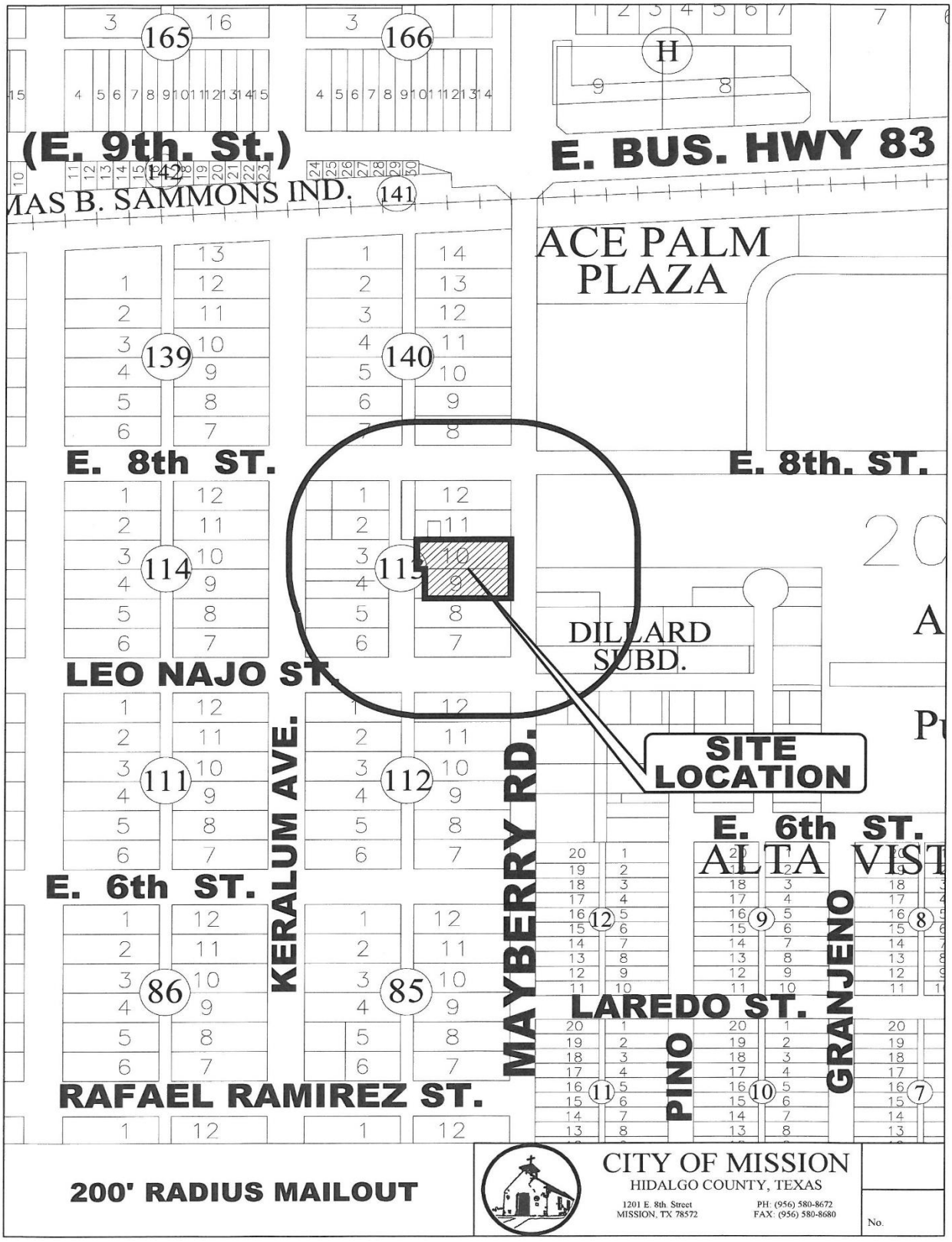
ATTEST:

_____
Anna Carrillo, City Secretary

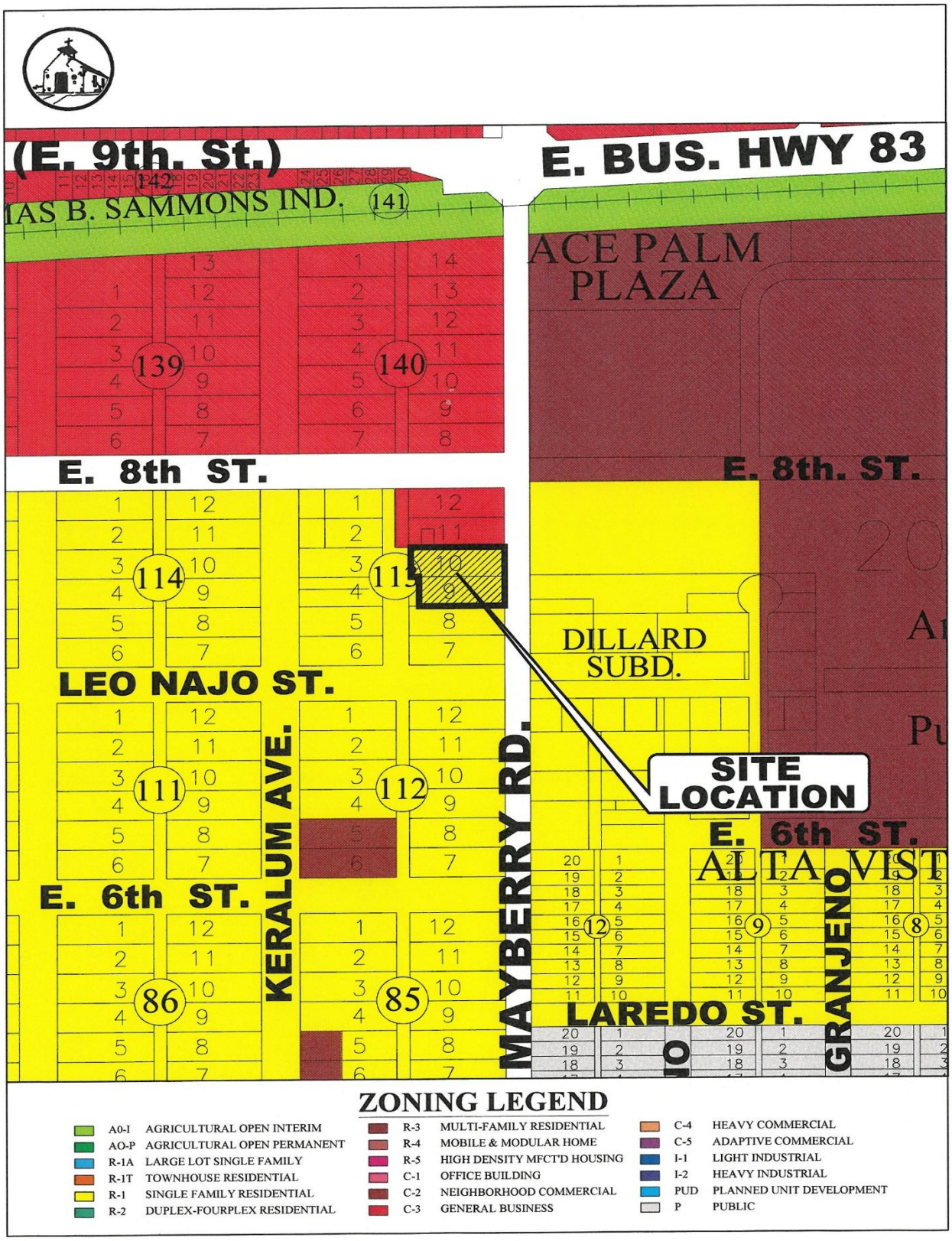
EXHIBT "A"


SURVEY PLAT OF THE EAST 134 FEET OF LOT 9 AND THE EAST 146.80 FEET OF LOT 10 BLOCK 113, ORIGINAL TOWNSITE OF MISSION, HIDALGO COUNTY, TEXAS, AS RECORDED IN VOLUME 2 PAGES 21–22 MAP RECORDS, HIDALGO COUNTY, TEXAS, SEE EXHIBIT "A" FOR METES AND BOUNDS DESCRIPTION
APPARENT N.W.C. LOT 10 BLOCK 113
EAST
LOT 11 BLOCK 113 V. 2 P. 21–22 H.C.M.R.
146.80'
6.4' CONC SLAB
136.80'
1.8' EASEMENT V. 1380 P. 531 D.R.
APPARENT N.E.C. LOT 10 BLOCK 113 P.O.C./P.O.B.
CONC SLAB
LOT 10 BLOCK 113
(14,040 S.F.) 0.3223 OF AN ACRE
50.00'
10' R.O.W. ESMT. V. 2727 P. 140 D.R.
100.00'
N. MAYBERRY ST. V. 2 P. 21–22 H.C.M.R.
FRAME HOUSE
12.80'
EAST
17.1' CONC SLAB
LOT 10 BLOCK 113
LOT 9 BLOCK 113
124.00'
LOT 9 BLOCK 113
5.5' CONC WALK
BRICK HOUSE
50.00'
NORTH
9.7'
16.00'
WEST
134.00'
LOT 8 BLOCK 113 V. 2 P. 21–22 H.C.M.R.
APPARENT S.W.C. LOT 9 BLOCK 113
APPARENT EXIST. WEST R.O.W.
10.3'

LEGAL NOTICE MAP



ZONING MAP


(E. 9th. St.)
E. BUS. HWY 83
IAS B. SAMMONS IND.
ACE PALM PLAZA
E. 8th ST.
E. 8th. ST.
DILLARD SUBD.
LEO NAJO ST.
KERALUM AVE.
MAYBERRY RD.
SITE LOCATION
E. 6th ST.
E. 6th ST.
ALTA VIST
GRANJENO
LAREDO ST.
ZONING LEGEND
A0-I AGRICULTURAL OPEN INTERIM
AO-P AGRICULTURAL OPEN PERMANENT
R-1A LARGE LOT SINGLE FAMILY
R-1T TOWNHOUSE RESIDENTIAL
R-1 SINGLE FAMILY RESIDENTIAL
R-2 DUPLEX-FOURPLEX RESIDENTIAL
R-3 MULTI-FAMILY RESIDENTIAL
R-4 MOBILE & MODULAR HOME
R-5 HIGH DENSITY MFCT'D HOUSING
C-1 OFFICE BUILDING
C-2 NEIGHBORHOOD COMMERCIAL
C-3 GENERAL BUSINESS
C-4 HEAVY COMMERCIAL
C-5 ADAPTIVE COMMERCIAL
I-1 LIGHT INDUSTRIAL
I-2 HEAVY INDUSTRIAL
PUD PLANNED UNIT DEVELOPMENT
P PUBLIC

AERIAL


E 8TH ST
JASMINE PLAZA
COMMUNITY CENTER
SITE LOCATION
MAYBERRY RD
LEO NAJO ST
Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

SURVEY

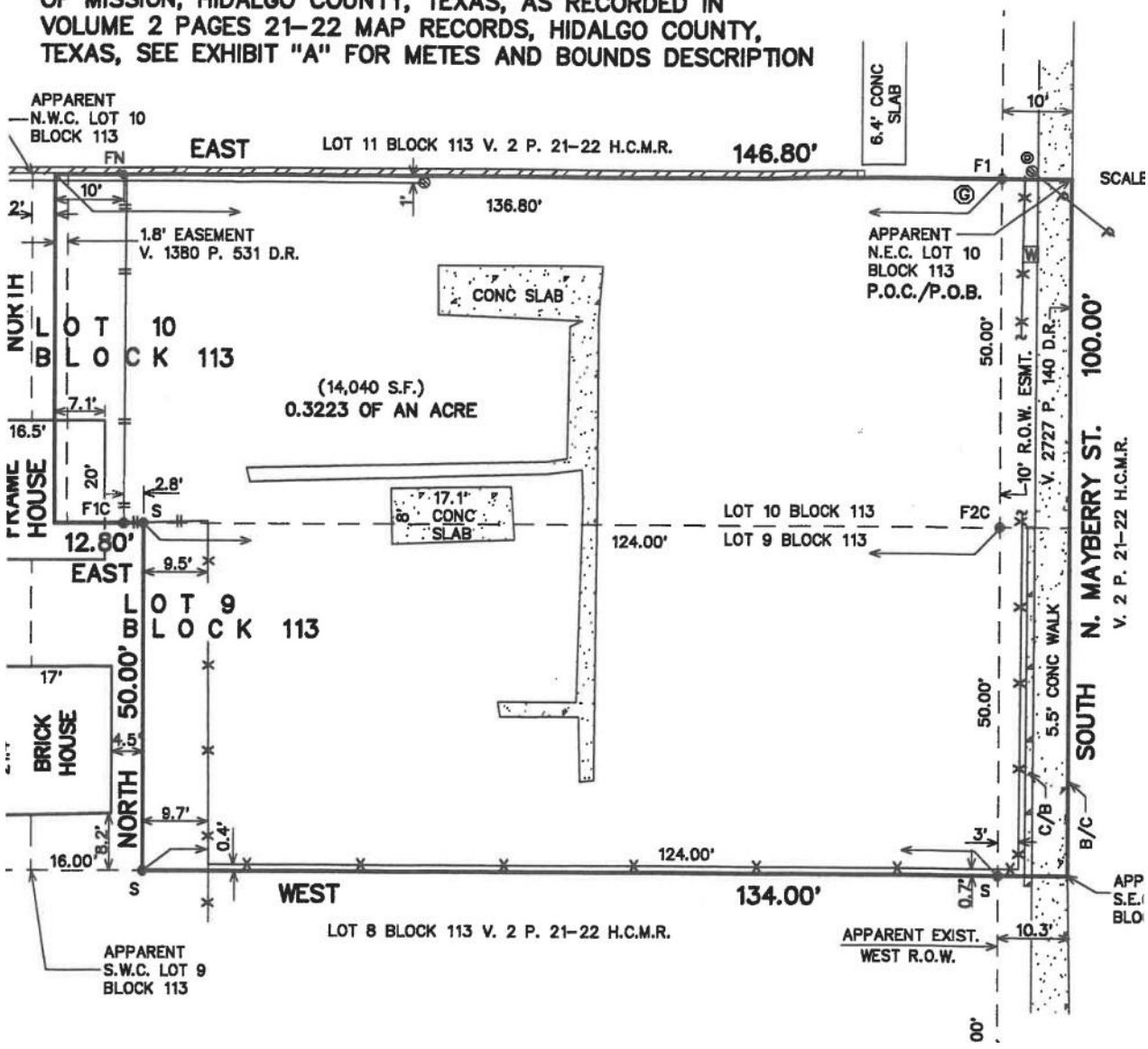
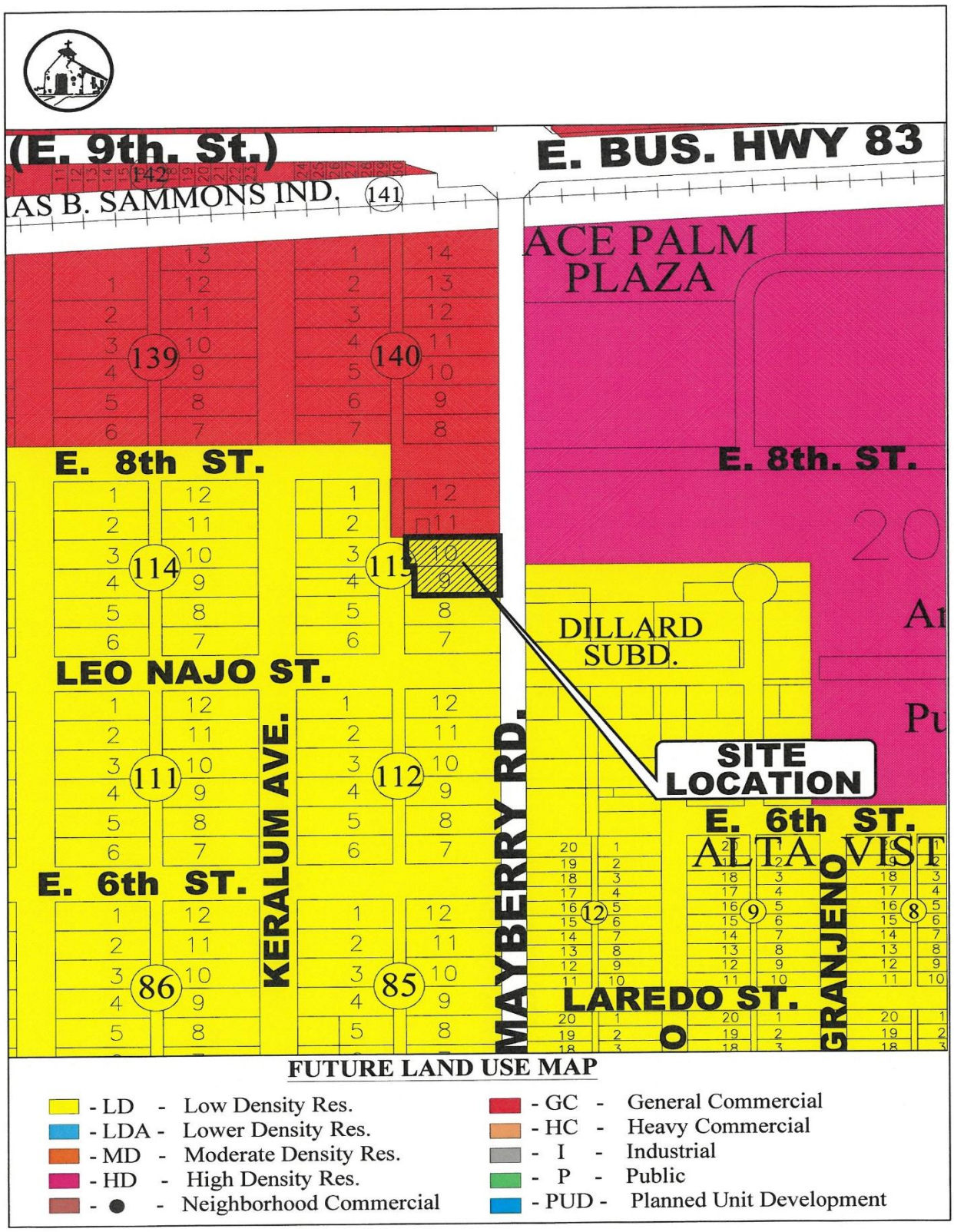

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APPARENT N.W.C. LOT 10 BLOCK 113
FN
EAST
LOT 11 BLOCK 113 V. 2 P. 21–22 H.C.M.R.
146.80'
136.80'
6.4' CONC SLAB
F1
SCALE
APPARENT N.E.C. LOT 10 BLOCK 113 P.O.C./P.O.B.
1.8' EASEMENT V. 1380 P. 531 D.R.
CONC SLAB
NORTH LOT 10 BLOCK 113
(14,040 S.F.) 0.3223 OF AN ACRE
FRAME HOUSE
F1C
S
17.1'
8'
CONC SLAB
LOT 10 BLOCK 113
LOT 9 BLOCK 113
F2C
124.00'
12.80'
EAST
LOT 9 BLOCK 113
BRICK HOUSE
NORTH 50.00'
50.00'
10' R.O.W. ESMT. V. 2727 P. 140 D.R.
5.5' CONC WALK
SOUTH N. MAYBERRY ST. 100.00'
V. 2 P. 21–22 H.C.M.R.
C/B
B/C
124.00'
WEST
134.00'
LOT 8 BLOCK 113 V. 2 P. 21–22 H.C.M.R.
APPARENT EXIST. WEST R.O.W.
APPARENT S.W.C. LOT 9 BLOCK 113

PHOTO OF THE PROPERTY



FUTURE LAND USE MAP



PERMITTED USES FOR THE C-1 DISTRICT

OFFICE BUILDING DISTRICT ("C-1")

PERMITTED USES

- Office building for professional occupations including: executive, administrative, legal accounting, writing, clerical, drafting and real estate
- Medical offices, including clinics, where all activities are conducted within an enclosed building
- An accessory use related to a principal use above
- Parking lots
- On-premise signs
- Additions to existing residences including accessory buildings
- Photographic studies including incidental sale of related merchandise
- In the Original Townsite R-3 uses are permitted.

CONDITIONAL USES

- All R-3 uses except for mobile homes
- Funeral homes
- Banks, credit unions, and savings and loans associations
- Household goods, warehousing or storage in individually rented storage units
- Telephone, radio or tv communication towers
- Hair salon service
- Detached pharmacy buildings
- Antique shop
- Tutoring and/or kindergarten services
- Mobile food units
- Storage unit facilities

PROHIBITED USES

- Any use not listed above
- Off-premise signs

MAILOUT LIST

PROP_ID	name	addrDelive	addrCity	addrState	addrZip
239456	M G VALDEZ LTD	2308 SILVERADO SOUTH	MISSION	TX	78573-8453
239466	CORTINA RAMIRO & PEDRO JR	PO BOX 614	PHARR	TX	78577-1611
793518	SOUTHERN PERA INVESTMENTS LTD CO	PO BOX 614	PHARR	TX	78577-1611
159493	TORRES IRMA KANDY VALDOVINOS	708 N MAYBERRY ST	MISSION	TX	78572-5668
159494	BALDERAS ISMAEL	1404 BARCELONA	MISSION	TX	78572-3390
159485	PUENTE ELIDA MARIA	616 N MAYBERRY ST	MISSION	TX	78572-5666
159490	LERMA MANUEL & LINDA L	4302 CANADIANA LN	MISSION	TX	78572-9448
316771	HOUSING AUTHORITY OF THE CITY OF MISSION	906 E 8TH ST	MISSION	TX	78572-5899
159497	BALDERAS ISMAEL	1404 BARCELONA ST	MISSION	TX	78572-3390
239619	GARCIA MIGUEL ANTONIO	1204 BLUEBIRD AVE	MCALLEN	TX	78504-3537
239620	TREVINO NOE & MARIA E	1411 ELM DR	MISSION	TX	78572-4517
541990	CORTINA RAMIRO & PEDRO JR	PO BOX 614	PHARR	TX	78577-1611
239475	MARES PEDRO	610 GOODWIN ACRES RD	PALMVIEW	TX	78574
239473	CARDENAS MARIA PLACIDA	701 N MAYBERRY ST	MISSION	TX	78572-5667
239477	AMADOR NOE SALINAS & JULIAN ARELLANO	520 E 11TH ST	MISSION	TX	78572-4215
239474	SEPULVEDA EUGENIO D & MARIA G	705 N MAYBERRY RD	MISSION	TX	78572
239472	CARDENAS MARIA PLACIDA	701 N MAYBERRY ST	MISSION	TX	78572-5667
239471	MARTINEZ MARIA IRMA	700 N KERALUM AVE	MISSION	TX	78572-5648
239470	CANTU HECTOR R	704 N KERALUM AVE	MISSION	TX	78572-5648
239469	ORTEGA DINA DEE & RAUL JR	708 N KERALUM AVE	MISSION	TX	78572
239467	LONGORIA ROSA HUERTA	702 E 8TH ST	MISSION	TX	78572-5630
239468	RAMIREZ BENITO	904 S GARZA AVE	LA JOYA	TX	78560

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 26, 2026

PRESENTED BY: Xavier Cervantes, AICP, CPM, Director of Planning

AGENDA ITEM: Conduct a public hearing and consideration of a rezoning request from Agricultural Open Interim District ("AO-I") to Single Family Residential District ("R-1"), being the North 5.539 acres and forming a part of a 9.04 acre tract out of Lot 14, Block 4, Mission Groves Estates Subdivision, located along the East side of Moorefield Road approximately 1,850 feet North of U.S. Expressway 83, Applicant: LLAAG, LLC, c/o Lyonel A. Adame Garza, Adoption of Ordinance #_____ - Cervantes

NATURE OF REQUEST:

Project Timeline:

- April 15, 2026 – Application for rezoning submitted for processing.
- April 25, 2026 – In accordance with State and local law notice of the required public hearings was mailed to all the property owners within a 200' radius of the subject tract and notice of hearings was published in the Progress Times.
- May 6, 2026 – Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission.
- May 26, 2026 – Public hearing and consideration of the requested rezoning ordinance by the City Council.

Summary:

- The applicant is requesting to rezone the subject property from Agricultural Open Interim District ("AO-I") to Single-family Residential District ("R-1") for a proposed single-family subdivision development.
- The property was annexed to the City limits on March 24, 2026 after a voluntary annexation request.
- The tract of land has 5.539 acres in area and measures 318 feet along Moorefield Road and has a depth of 779 feet.
- The surrounding zones are Single-family Residential District (R-1) and Agricultural Open Interim district (AO-I) to the North, and outside the city limits to the South, East and West.
- The surrounding land uses are apartments and single-family homes to the North, and single-family homes to the East, South and West.
- The Capricorn Phase 2 single-family subdivision is proposed at the site and will connect to Capricorn Phase 1 that was developed just North.
- The subject property is vacant.
- The Future Land Use Map shows the property designated for low-density residential uses. The requested rezoning is in line with the comprehensive plan designation.
- Notices were mailed to 30 surrounding property owners. Planning staff received no phone calls in opposition to the rezoning.

STAFF RECOMMENDATION:

Staff recommends approval of the rezoning request.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval JPT

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A REZONING FOR BEING THE NORTH 5.539 ACRES AND FORMING A PART OF A 9.04 ACRE TRACT OUT OF LOT 14, BLOCK 4, MISSION GROVES ESTATES SUBDIVISION, LOCATED ALONG THE EAST SIDE OF MOOREFIELD ROAD APPROXIMATELY 1,850 FEET NORTH OF U.S. EXPRESSWAY 83, FROM AO-I (AGRICULTURAL OPEN INTERIM DISTRICT) TO R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT)

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning Request of May 6, 2026, the Planning and Zoning Commission of the City of Mission, upon duly recognized motion and second, voted to recommend to the City Council that the rezoning shown below be granted.

WHEREAS, the City Council of the City of Mission held a public hearing at 4:30 p.m. Tuesday, May 26, 2026, in the Council Chambers of the City Hall, to consider the following rezoning:

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, THAT THE FOLLOWING REZONING BE GRANTED: AS SHOWN IN EXHIBIT "A"

Legal Description	**From**	**To**
Being the North 5.539 acres and forming a part of a 9.04 acre tract out of Lot 14, Block 4, Mission Groves Estates Subdivision	AO-I	R-1

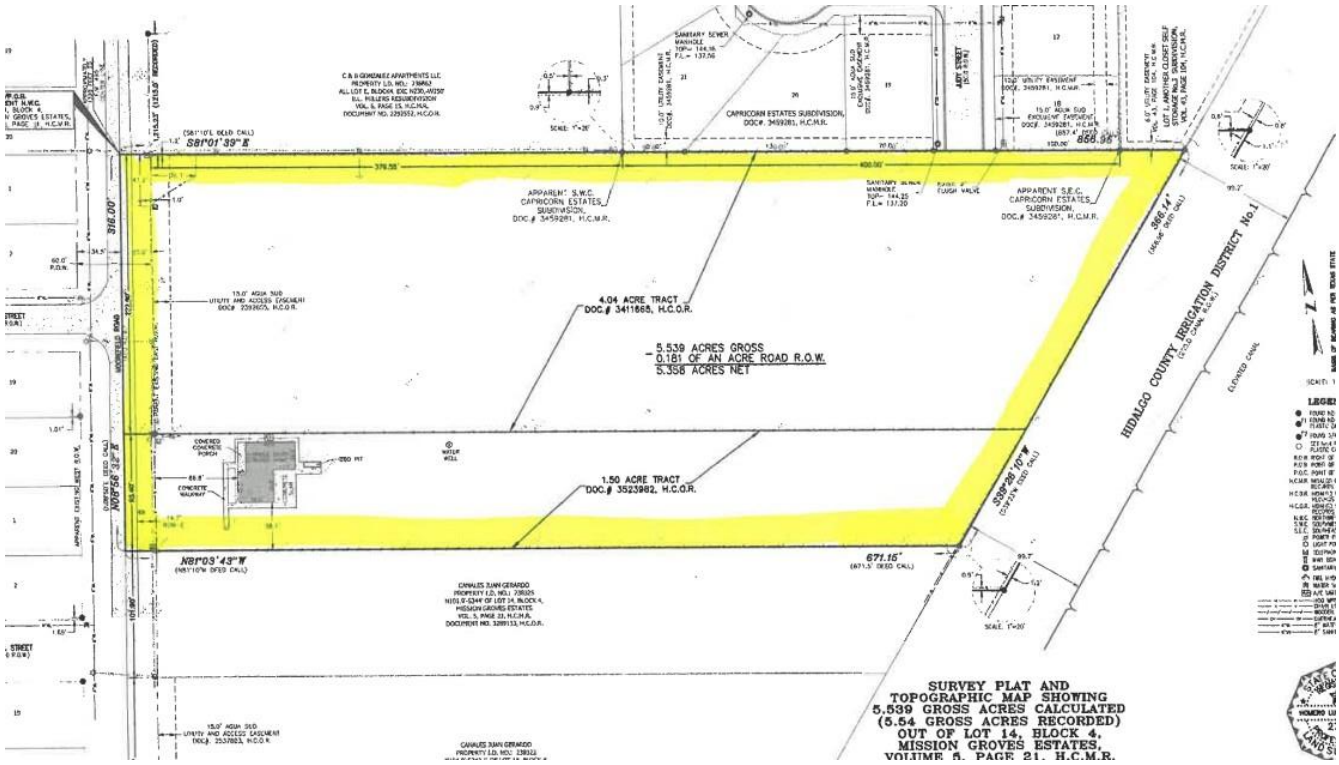
READ, CONSIDERED, AND PASSED, this the 26th day of May, 2026.

_____
Norie Gonzalez Garza, Mayor

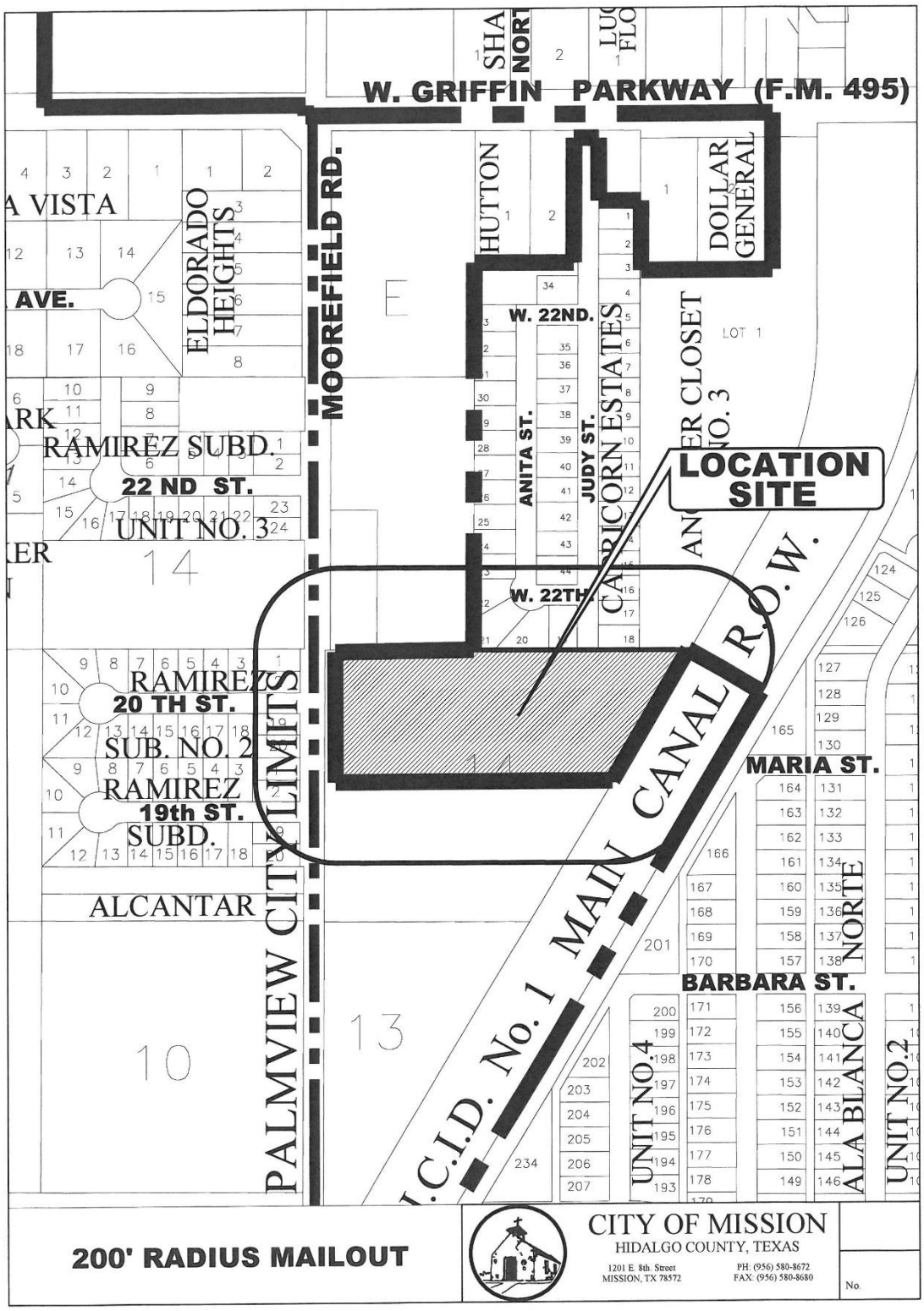
ATTEST:

_____
Anna Carrillo, City Secretary

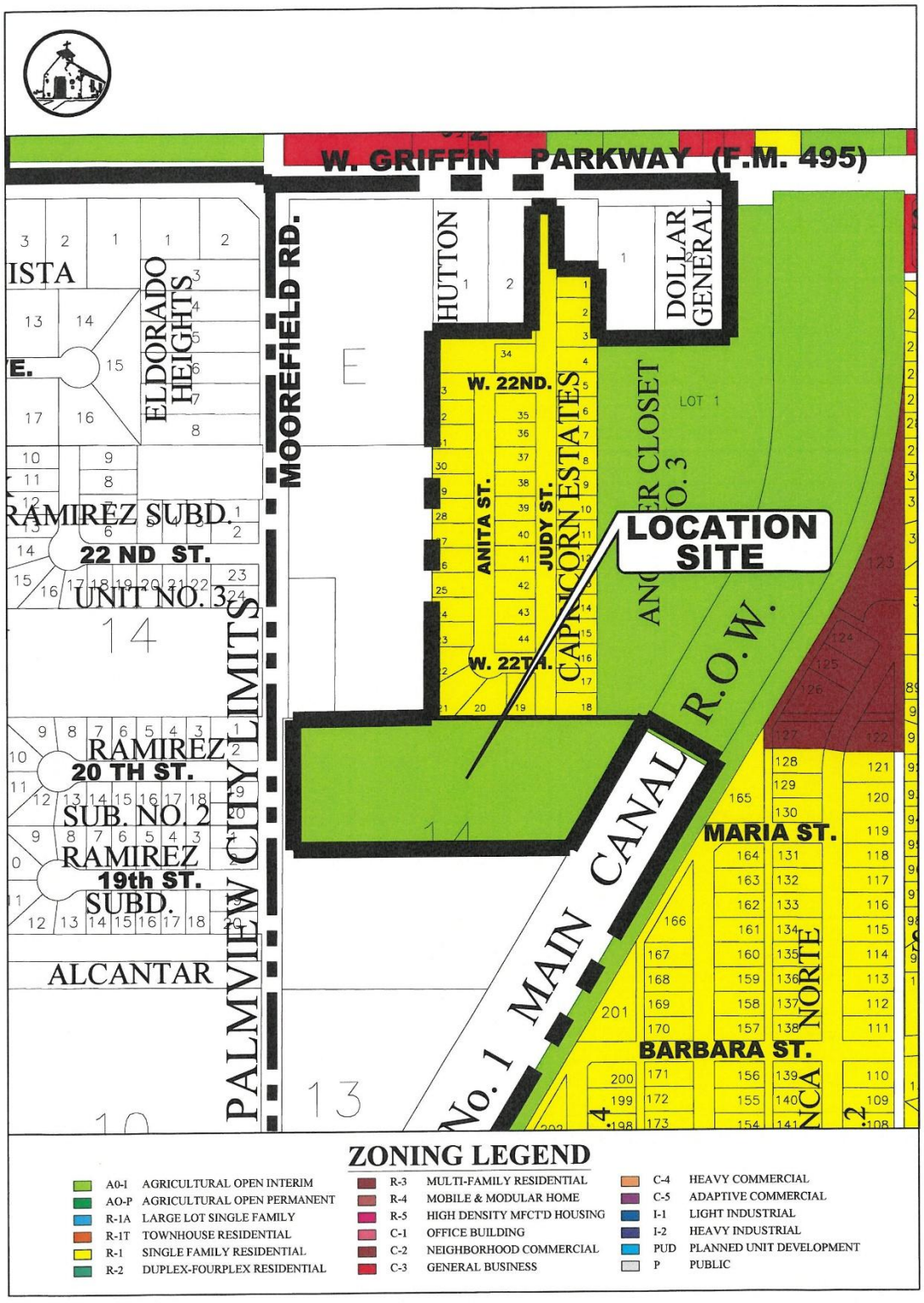
EXHIBT “A”


4.04 ACRE TRACT
DOC.# 3411665, H.C.O.R.
5.539 ACRES GROSS
0.181 OF AN ACRE ROAD R.O.W.
5.358 ACRES NET
1.50 ACRE TRACT
DOC.# 3523982, H.C.O.R.
HIDALGO COUNTY IRRIGATION DISTRICT No.1
APPARENT S.W.C. CAPRICORN ESTATES SUBDIVISION, DOC.# 3459281, H.C.M.R.
APPARENT S.E.C. CAPRICORN ESTATES SUBDIVISION, DOC.# 3459281, H.C.M.R.
CAPRICORN ESTATES SUBDIVISION, DOC#. 3459281, H.C.M.R.
S81°01'39"E
N81°03'43"W
671.15'
SURVEY PLAT AND
TOPOGRAPHIC MAP SHOWING
5.539 GROSS ACRES CALCULATED
(5.54 GROSS ACRES RECORDED)
OUT OF LOT 14, BLOCK 4,
MISSION GROVES ESTATES,
VOLUME 5, PAGE 21, H.C.M.R.

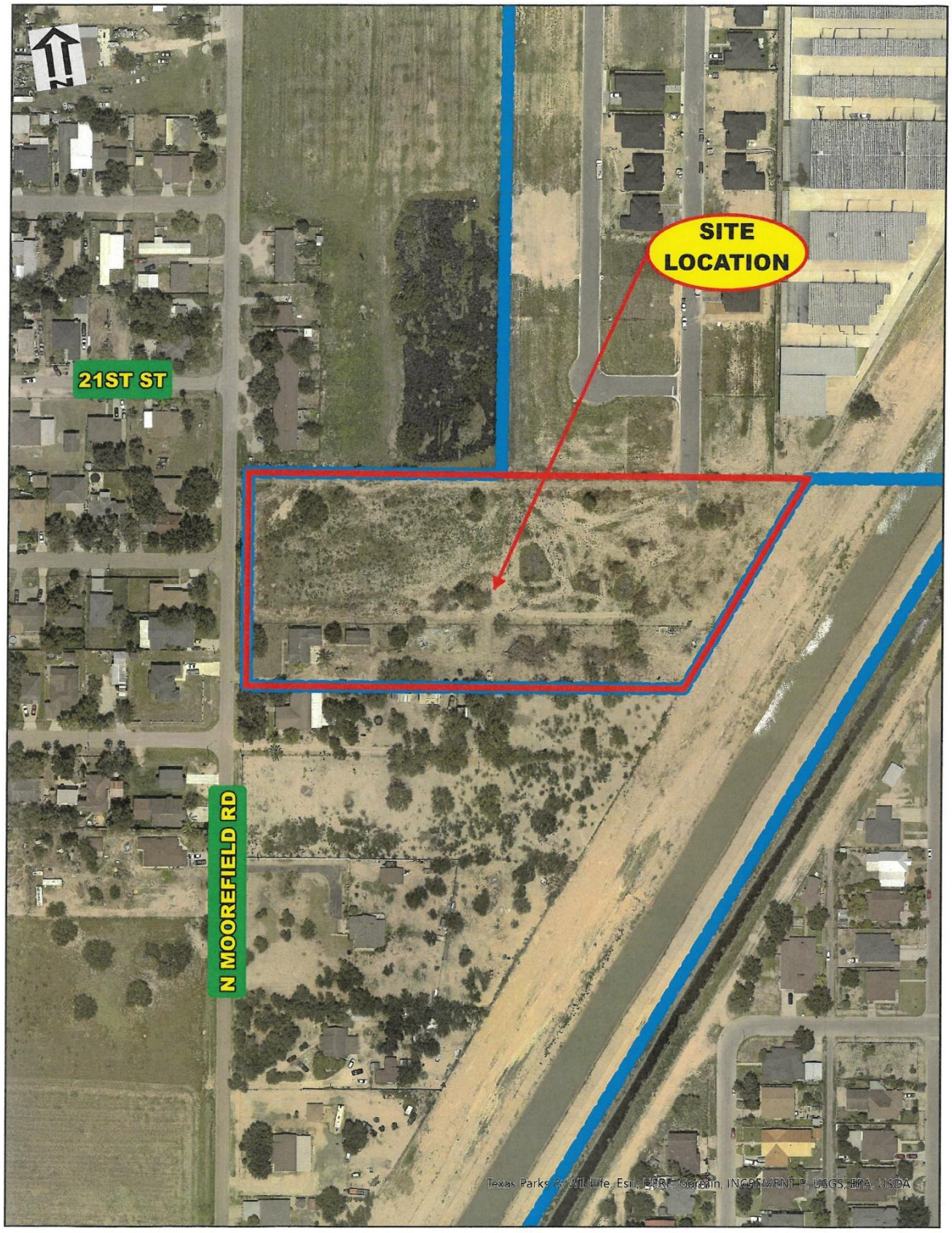
LEGAL NOTICE MAP



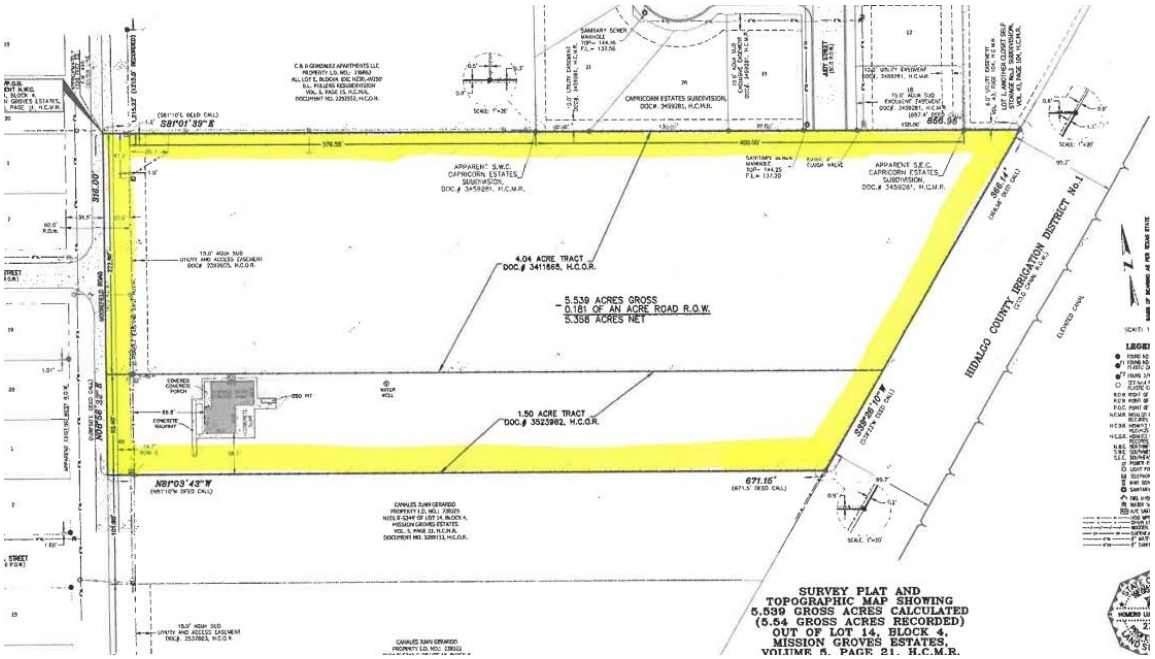
ZONING MAP


W. GRIFFIN PARKWAY (F.M. 495)
MOOREFIELD RD.
HUTTON
DOLLAR GENERAL
W. 22ND.
ANITA ST.
JUDY ST.
CAPTAIN CORN ESTATES
LOCATION SITE
ELDORADO HEIGHTS
RAMIREZ SUBD.
22 ND ST.
UNIT NO. 3
RAMIREZ
20 TH ST.
SUB. NO. 2
RAMIREZ
19th ST.
SUBD.
ALCANTAR
PALMVIEW CITY LIMITS
No. 1 MAIN CANAL R.O.W.
MARIA ST.
BARBARA ST.
ZONING LEGEND
A0-1 AGRICULTURAL OPEN INTERIM
AO-P AGRICULTURAL OPEN PERMANENT
R-1A LARGE LOT SINGLE FAMILY
R-1T TOWNHOUSE RESIDENTIAL
R-1 SINGLE FAMILY RESIDENTIAL
R-2 DUPLEX-FOURPLEX RESIDENTIAL
R-3 MULTI-FAMILY RESIDENTIAL
R-4 MOBILE & MODULAR HOME
R-5 HIGH DENSITY MFCT'D HOUSING
C-1 OFFICE BUILDING
C-2 NEIGHBORHOOD COMMERCIAL
C-3 GENERAL BUSINESS
C-4 HEAVY COMMERCIAL
C-5 ADAPTIVE COMMERCIAL
I-1 LIGHT INDUSTRIAL
I-2 HEAVY INDUSTRIAL
PUD PLANNED UNIT DEVELOPMENT
P PUBLIC

AERIAL


SITE LOCATION
21ST ST
N MOOREFIELD RD
Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, FPA, USDA

PROPERTY SURVEY & PROPOSED SUBDIVISION



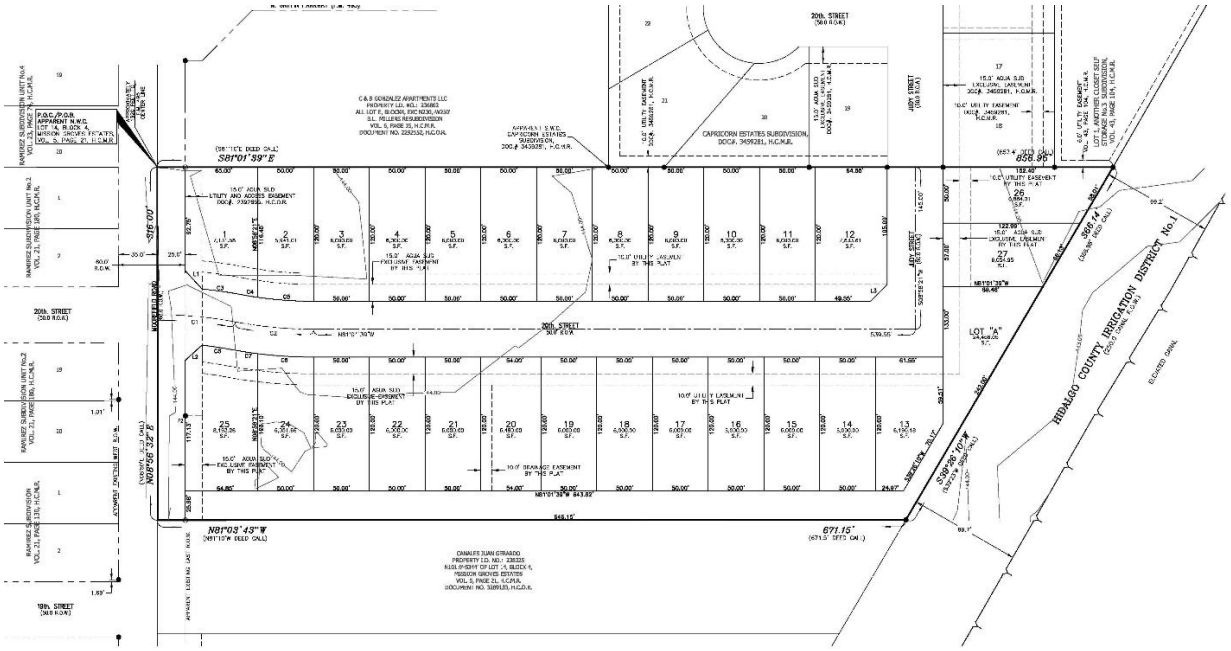
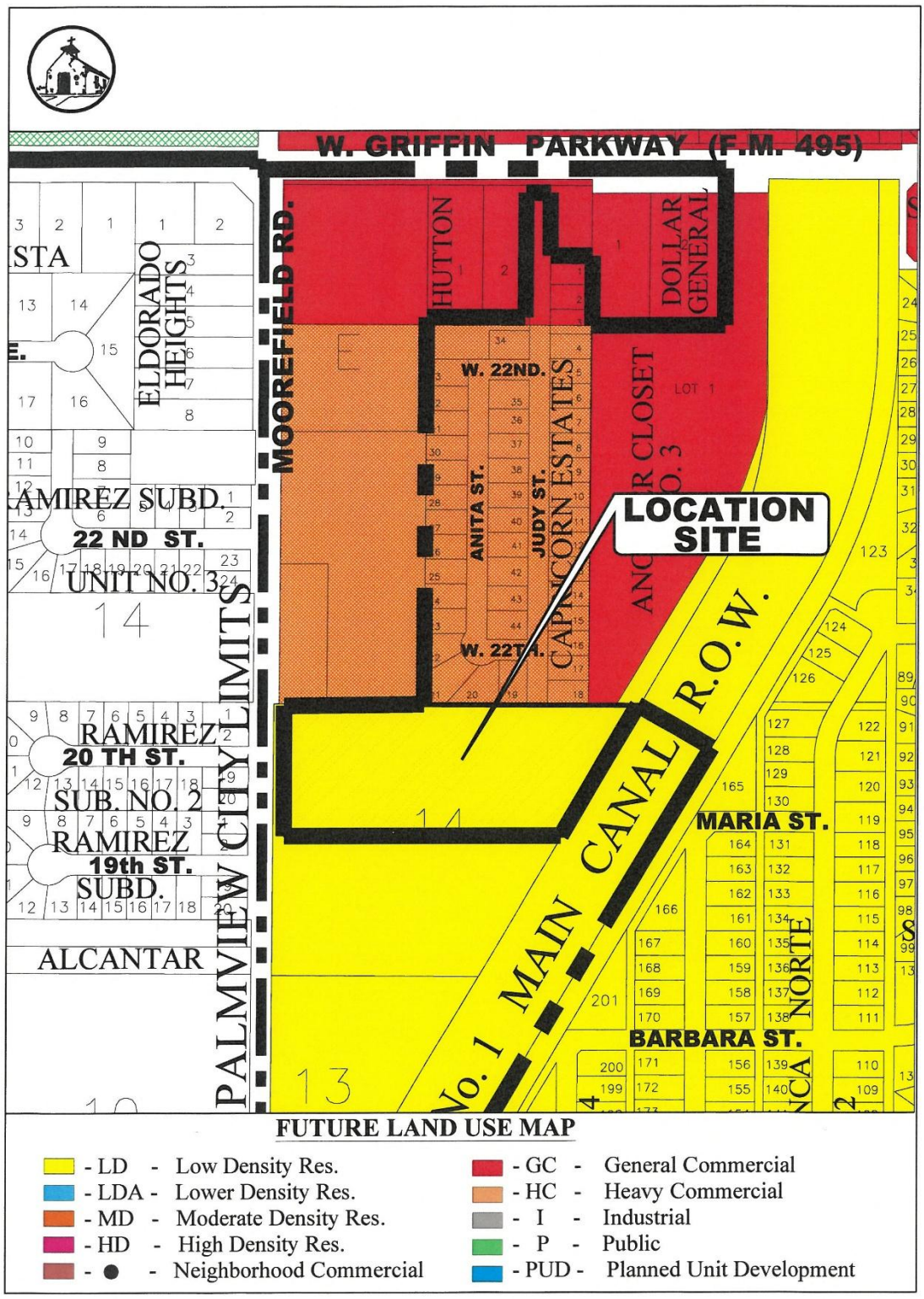


PHOTO OF THE SUBJECT PROPERTY



FUTURE LAND USE MAP



MAILOUT LIST

PROP_ID	name_1	addrDelive	addrCity	addrState	addrZip
669457	SECURCARE MOVEIT MCALLEN LLC	PO BOX 320099	ALEXANDRIA	VA	22320
265834	TELLO MARIO ALBERTO & MARIA LOURDES ROSALES MANRIQUEZ	163 MOOREFIELD RD	PALMVIEW	TX	78572-7076
265853	FUENTES SAMUEL & JUDITH	1411 20TH ST	PALMVIEW	TX	78572
265899	MORALES ELIZABETH	181 MOORFIELD	PALMVIEW	TX	78572-7076
265833	RAMIREZ JESUS GUILLERMO	1401 19TH ST	PALMVIEW	TX	78572-2718
265854	GARCIA SONIA L	1415 20TH ST	PALMVIEW	TX	78572
265898	MARTINEZ JUAN & MARIA	181 MOOREFIELD RD	PALMVIEW	TX	78572-7076
265897	REYES RICARDO & ESMERALDA	1413 21ST ST	PALMVIEW	TX	78572-2710
265816	AREVALO JAIME	167 N MOOREFIELD RD	PALMVIEW	TX	78572
265818	DE ANDA SERGIO	1402 19TH ST	PALMVIEW	TX	78572-2716
265855	REYES CIPRIANA	171 N MOOREFIELD RD	PALMVIEW	TX	78572
265881	CASTILLO JASON EMMANUEL	621 W 4TH ST	MISSION	TX	78572-5012
265836	LOPEZ ERIC	177 MOOREFIELD RD	PALMVIEW	TX	78572-7076
265837	COBOS CARLOS N & NORA A	175 MOOREFIELD RD	PALMVIEW	TX	78572-7076
265838	ESCAMILLA RAUL & DALIA	1410 20TH ST	PALMVIEW	TX	78572-2711
236862	C & B GONZALEZ APARTMENTS LLC	614 N CONWAY AVE	MISSION	TX	78572-5358
238322	CANALES JUAN GERARDO	500 WICHITA AVE UNIT #63	MCALLEN	TX	78503-2958
238325	CANALES JUAN GERARDO	1900 N MOOREFIELD RD	MISSION	TX	78572-7723
238326	LLAAG LLC	215 GROVEWOOD AVE	MISSION	TX	78572-4744
238323	LLAAG LLC	215 GROVEWOOD AVE	MISSION	TX	78572-4744
1558712	GARCIA ELSA NORA & ALEJANDRO ENSIGNIA	1806 BARBARA ST	MISSION	TX	78572
1558691	REGIOS BUILDERS LLC	2014 W 42ND ST	MISSION	TX	78573-5008
1558690	MM INTERNACIONAL LLC	215 GROVEWOOD AVE	MISSION	TX	78572
1558689	ADABA LLC	701 N INTERNATIONAL BLVD	HIDALGO	TX	78557
1558688	MM INTERNACIONAL LLC	215 GROVEWOOD AVE	MISSION	TX	78572
1558687	LLAAG LLC	215 GROVEWOOD AVE	MISSION	TX	78572-4744
1558686	REGIOS BUILDERS LLC	2014 W 42ND ST	MISSION	TX	78573-5008
1558685	ADABA LLC	701 N INTERNATIONAL BLVD	HIDALGO	TX	78557
1558684	MARTINEZ EDGAR I	1512 N SANTA FE ST	ALTON	TX	78573
1558683	CANTU ANDRES EDUARDO	1002 MIRACLE LN	MISSION	TX	78572

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 26, 2026

PRESENTED BY: Xavier Cervantes, AICP, CPM, Director of Planning

AGENDA ITEM: Conduct a public hearing and consideration of a rezoning request from Duplex-Fourplex Residential District ("R-2") to Townhouse Residential District ("R-1T"), being the South 2.85 acres out of Lot 39, Bell-Woods Company's Subdivision "C", located along the West side of Compton Road approximately 1,288 feet North of Mile 2 Road, Applicant: Aaron Balli, Adoption of Ordinance #_____ - Cervantes

NATURE OF REQUEST:

Project Timeline:

- April 15, 2026 – Application for rezoning submitted for processing.
- April 25, 2026 – In accordance with State and local law notice of the required public hearings was mailed to all the property owners within a 200' radius of the subject tract and notice of hearings was published in the Progress Times.
- May 6, 2026 – Public hearing and consideration of the requested rezoning by the Planning and Zoning Commission.
- May 26, 2026 – Public hearing and consideration of the requested rezoning ordinance by the City Council.

Summary:

- Due to changing market conditions, the applicant is requesting to rezone the subject property located along the West side of Compton Road from Duplex-Fourplex Residential District ("R-2") to Townhouse Residential (R-1T) District to develop a townhouse subdivision.
- The tract of land measures 180.97 feet along Compton Road and has a depth of 666 feet for a total acreage of 2.85 acres.
- The property was zoned Duplex-Fourplex Residential (R-2) District on June 24, 2024.
- The surrounding zones are Agricultural Open Interim (AO-I) District to the East and South, Duplex-fourplex Residential (R-2) District to the West and Single-family Residential (R-1) District to the North.
- The surrounding land uses are a fourplex apartments subdivision to the West and agricultural land to the South and East. The Bellwood Manor single-family subdivision is under construction to the North.
- The Future Land Use Map shows the property designated for low-density residential uses. Staff believes that the area is in transition to higher density residential uses.
- Notices were mailed to 16 surrounding property owners. Planning staff received no phone calls in opposition to the rezoning.

STAFF RECOMMENDATION:

Staff recommends approval.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval JPT

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A REZONING FOR BEING THE SOUTH 2.85 ACRES OUT OF LOT 39, BELL-WOODS COMPANY'S SUBDIVISION "C", LOCATED ALONG THE WEST SIDE OF COMPTON ROAD APPROXIMATELY 1,288 FEET NORTH OF MILE 2 ROAD, FROM R-2 (DUPLEX-FOURPLEX RESIDENTIAL DISTRICT) TO R-1T (TOWNHOUSE RESIDENTIAL DISTRICT)

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning Request of May 6, 2026, the Planning and Zoning Commission of the City of Mission, upon duly recognized motion and second, voted to recommend to the City Council that the rezoning shown below be granted.

WHEREAS, the City Council of the City of Mission held a public hearing at 4:30 p.m. Tuesday, May 26, 2026, in the Council Chambers of the City Hall, to consider the following rezoning:

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, THAT THE FOLLOWING REZONING BE GRANTED: AS SHOWN IN EXHIBIT "A"

Legal Description	**From**	**To**
Being the South 2.85 acres out of Lot 39, Bell-Woods Company's Subdivision "C",	R-2	R-1T

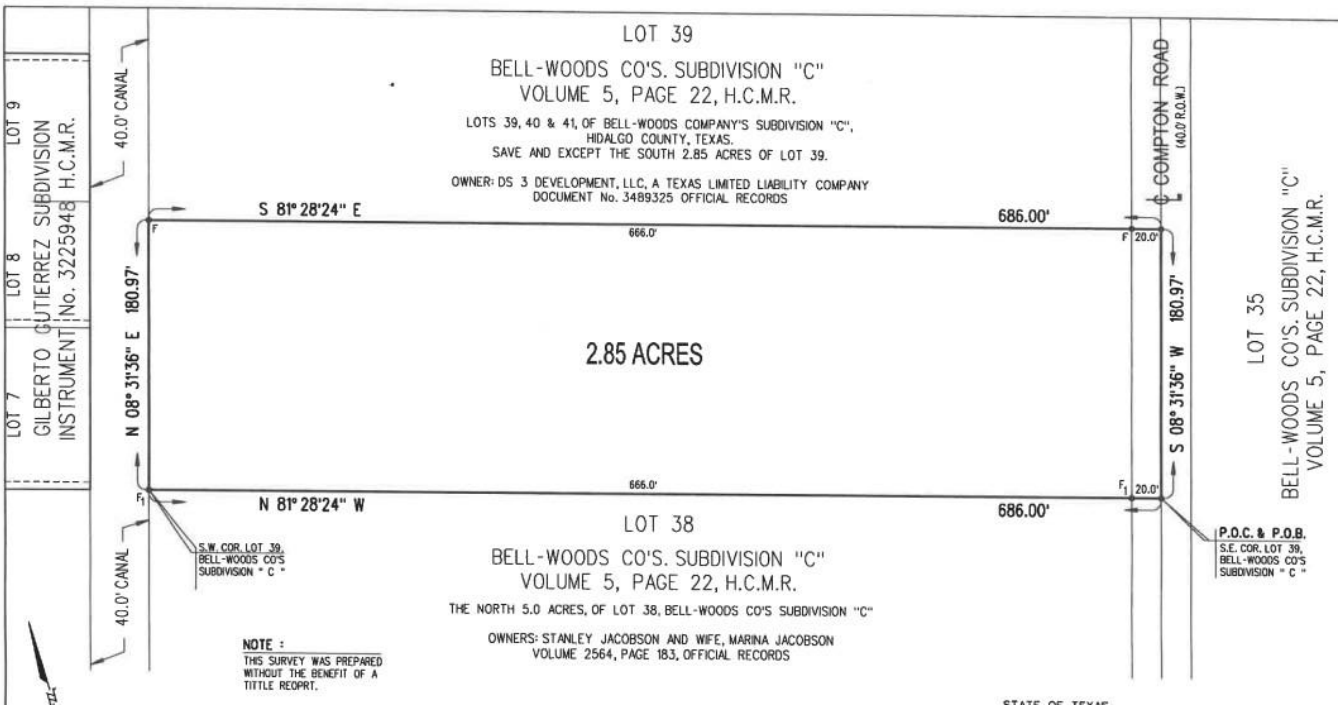
READ, CONSIDERED, AND PASSED, this the 26th day of May, 2026.

_____
Norie Gonzalez Garza, Mayor

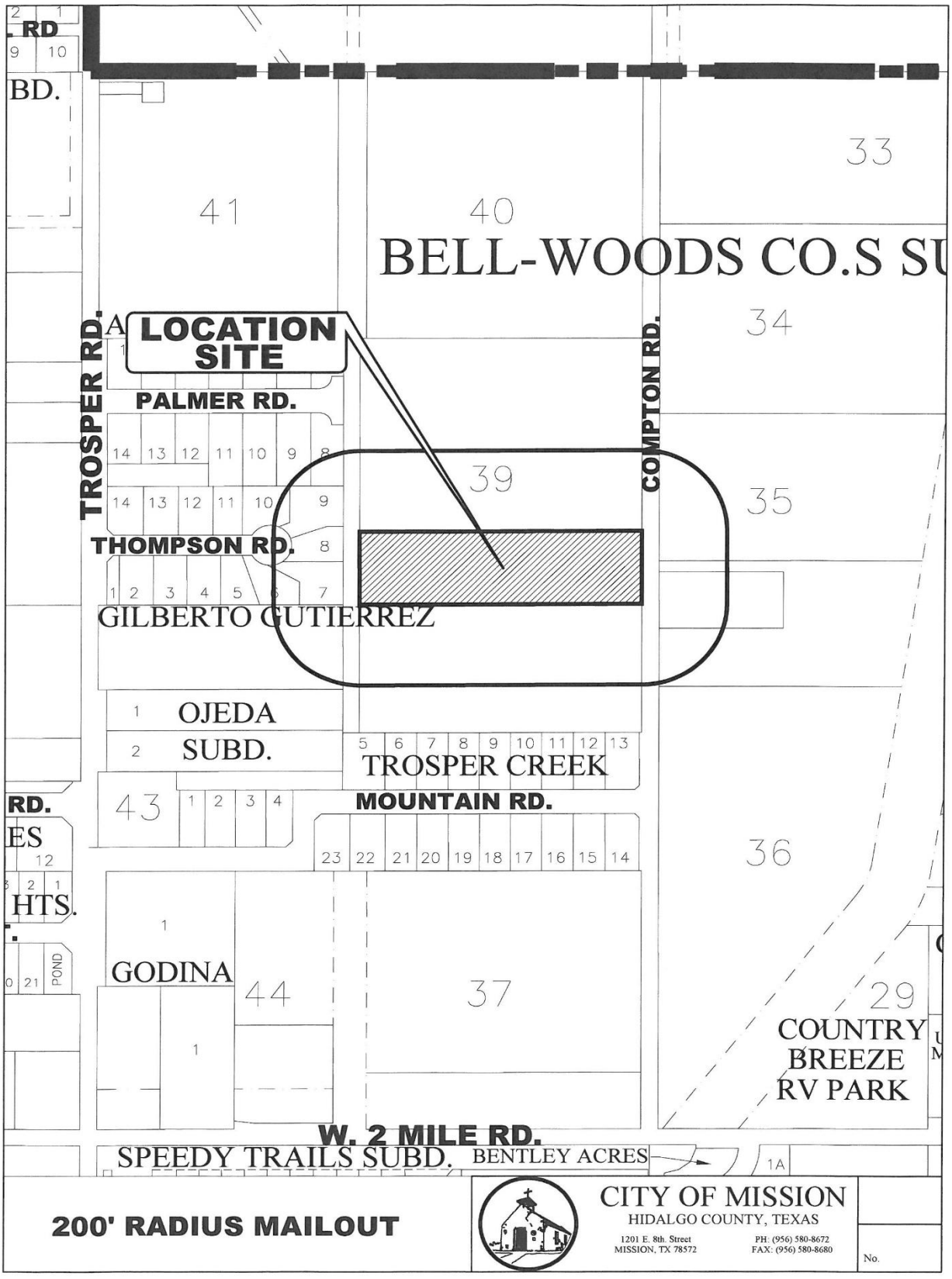
ATTEST:

_____
Anna Carrillo, City Secretary

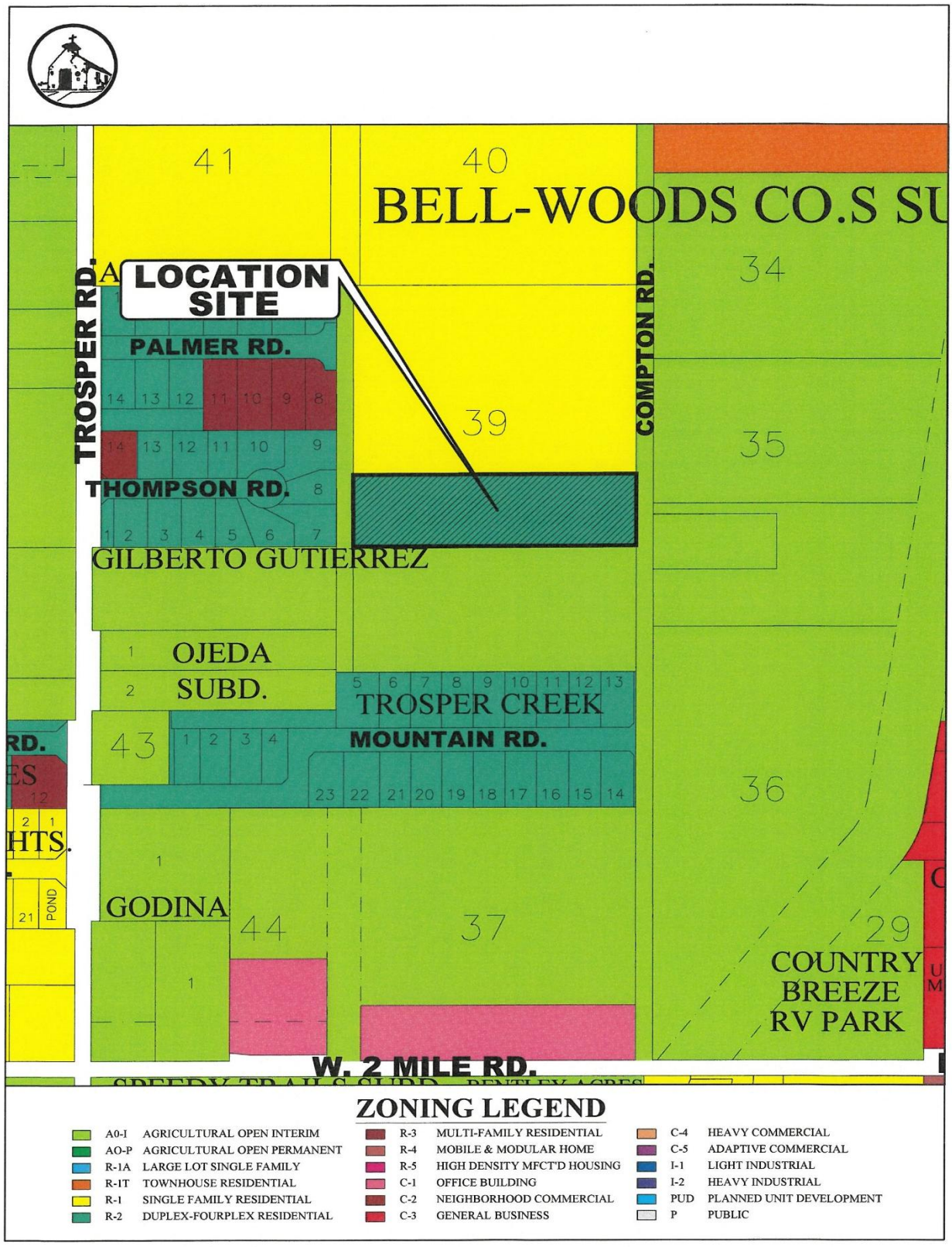
EXHIBT "A"


LOT 39
BELL-WOODS CO'S. SUBDIVISION "C"
VOLUME 5, PAGE 22, H.C.M.R.
LOTS 39, 40 & 41, OF BELL-WOODS COMPANY'S SUBDIVISION "C", HIDALGO COUNTY, TEXAS. SAVE AND EXCEPT THE SOUTH 2.85 ACRES OF LOT 39.
OWNER: DS 3 DEVELOPMENT, LLC, A TEXAS LIMITED LIABILITY COMPANY DOCUMENT No. 3489325 OFFICIAL RECORDS
LOT 9
LOT 8
LOT 7
GILBERTO GUTIERREZ SUBDIVISION INSTRUMENT No. 3225948 H.C.M.R.
40.0' CANAL
S 81° 28'24" E
666.0'
686.00'
20.0'
℄ COMPTON ROAD (40.0' R.O.W.)
N 08° 31'36" E 180.97'
2.85 ACRES
S 08° 31'36" W 180.97'
LOT 35
BELL-WOODS CO'S. SUBDIVISION "C"
VOLUME 5, PAGE 22, H.C.M.R.
666.0'
N 81° 28'24" W
686.00'
20.0'
S.W. COR. LOT 39, BELL-WOODS CO'S SUBDIVISION " C "
P.O.C. & P.O.B.
S.E. COR. LOT 39, BELL-WOODS CO'S SUBDIVISION " C "
LOT 38
BELL-WOODS CO'S. SUBDIVISION "C"
VOLUME 5, PAGE 22, H.C.M.R.
THE NORTH 5.0 ACRES, OF LOT 38, BELL-WOODS CO'S SUBDIVISION "C"
OWNERS: STANLEY JACOBSON AND WIFE, MARINA JACOBSON VOLUME 2564, PAGE 183, OFFICIAL RECORDS
NOTE :
THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITTLE REOPRT.

LEGAL NOTICE MAP



ZONING MAP


41
40
BELL-WOODS CO.S SU
34
LOCATION SITE
TROSPER RD.
COMPTON RD.
PALMER RD.
39
35
THOMPSON RD.
GILBERTO GUTIERREZ
OJEDA
SUBD.
TROSPER CREEK
MOUNTAIN RD.
43
36
GODINA
44
37
29
COUNTRY BREEZE RV PARK
W. 2 MILE RD.
POND
ZONING LEGEND
A0-I AGRICULTURAL OPEN INTERIM
AO-P AGRICULTURAL OPEN PERMANENT
R-1A LARGE LOT SINGLE FAMILY
R-1T TOWNHOUSE RESIDENTIAL
R-1 SINGLE FAMILY RESIDENTIAL
R-2 DUPLEX-FOURPLEX RESIDENTIAL
R-3 MULTI-FAMILY RESIDENTIAL
R-4 MOBILE & MODULAR HOME
R-5 HIGH DENSITY MFCT'D HOUSING
C-1 OFFICE BUILDING
C-2 NEIGHBORHOOD COMMERCIAL
C-3 GENERAL BUSINESS
C-4 HEAVY COMMERCIAL
C-5 ADAPTIVE COMMERCIAL
I-1 LIGHT INDUSTRIAL
I-2 HEAVY INDUSTRIAL
PUD PLANNED UNIT DEVELOPMENT
P PUBLIC

PROPERTY SURVEY

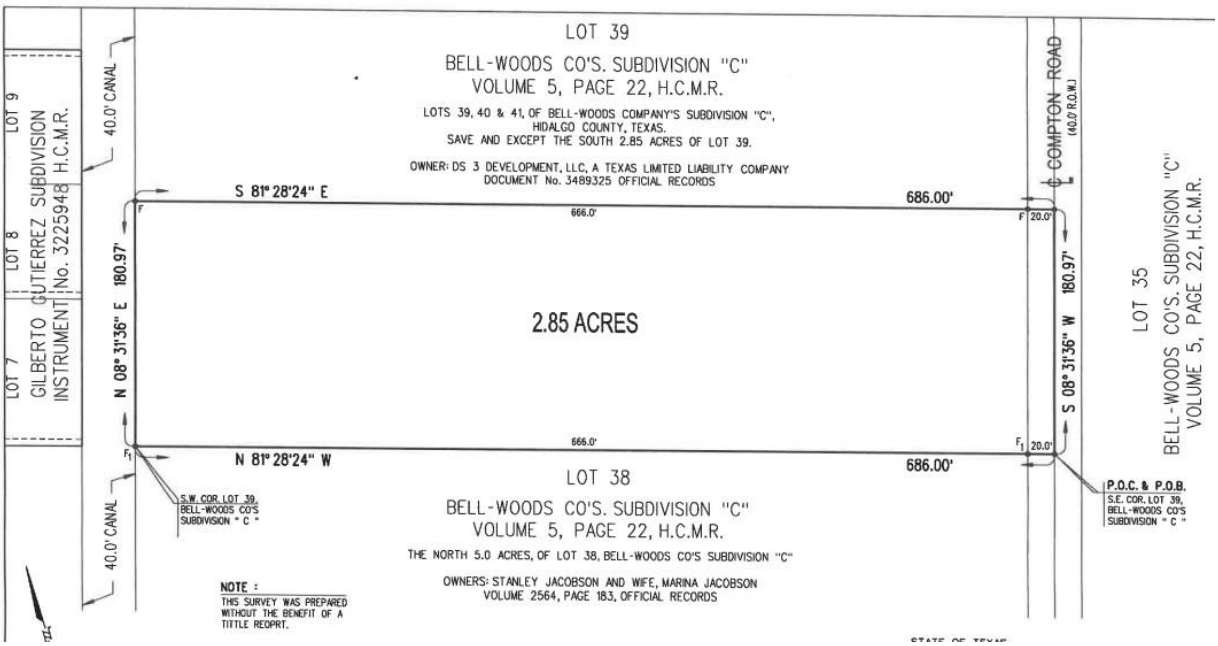
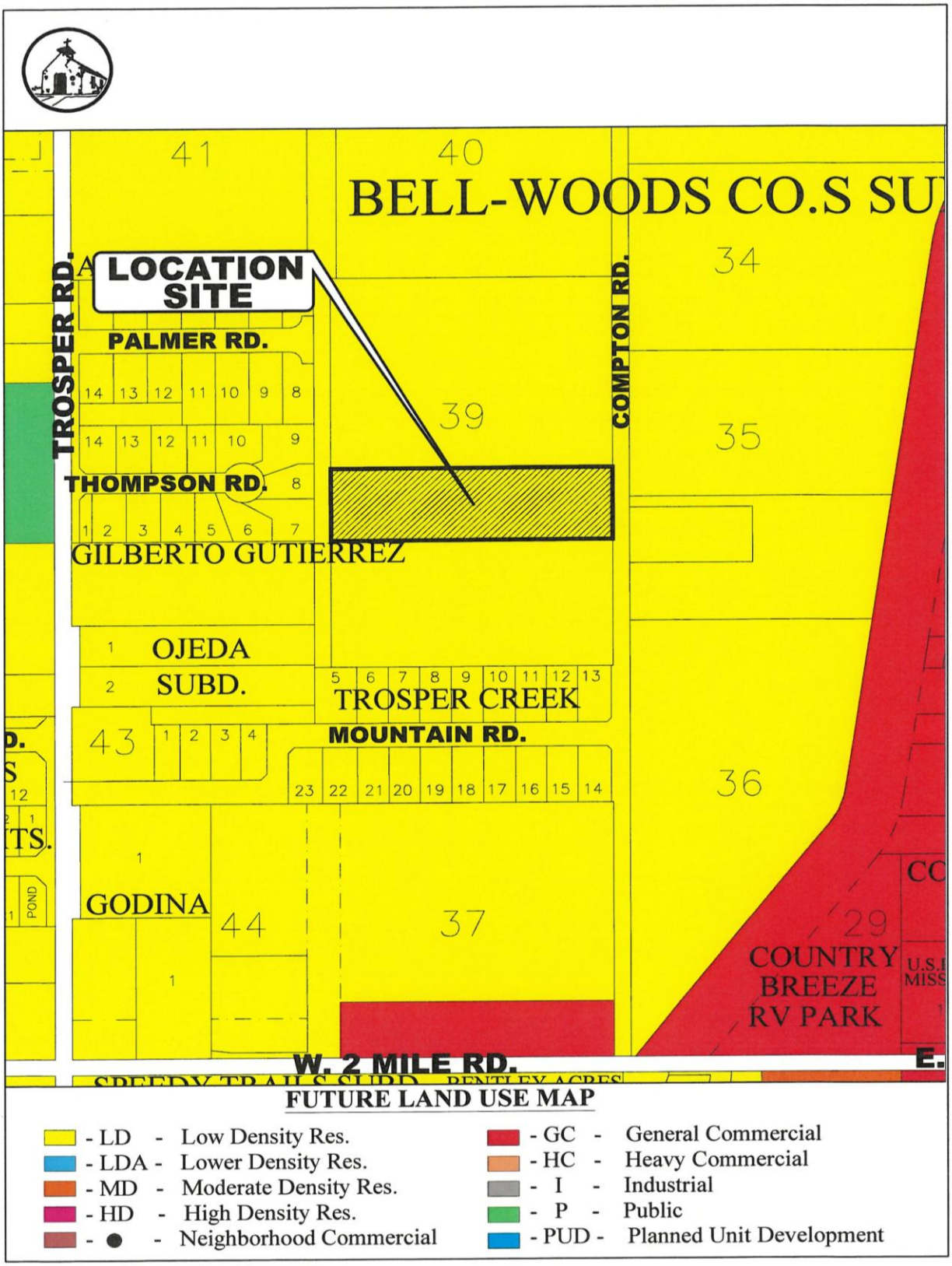


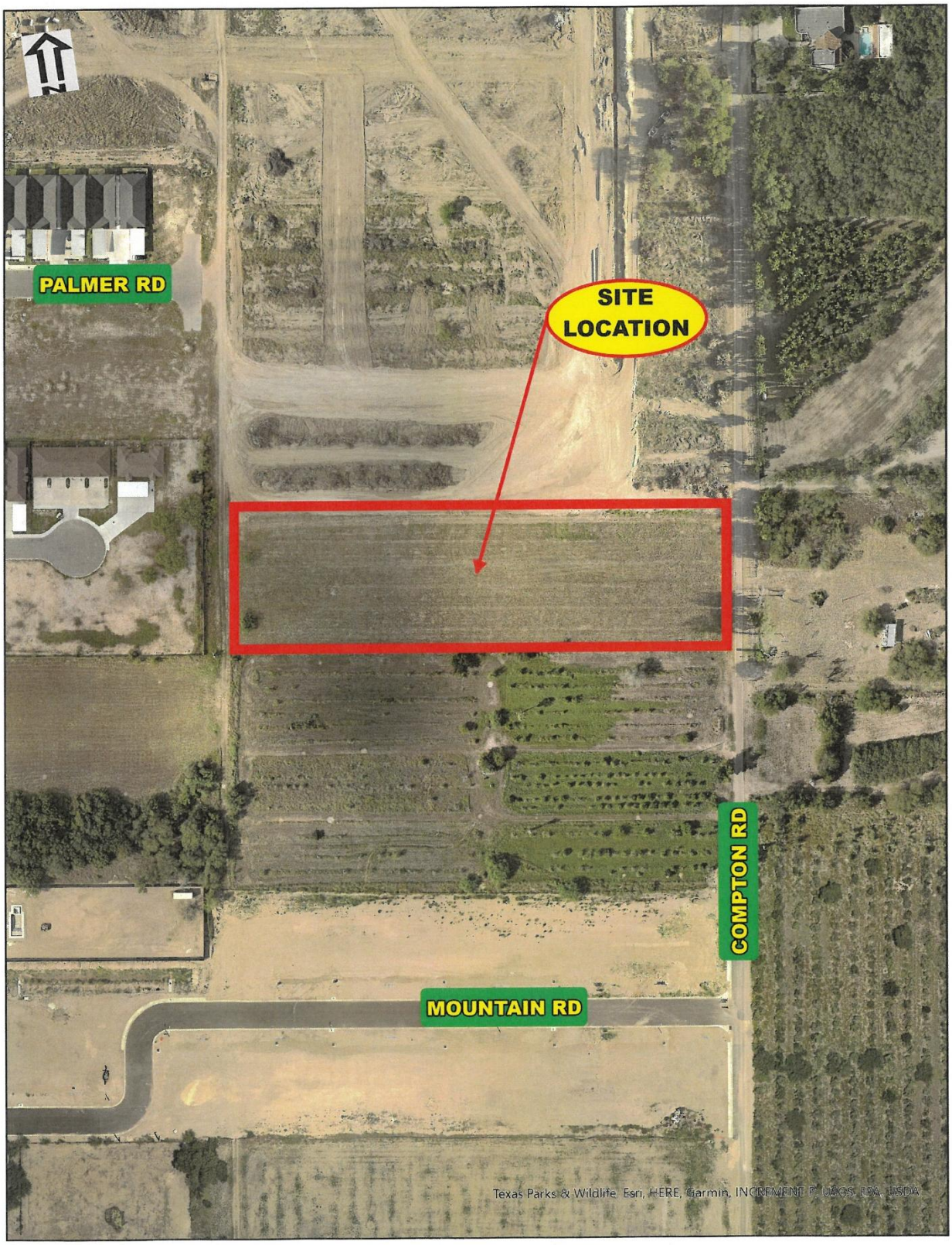
PHOTO OF THE PROPERTY FROM COMPTON ROAD



FUTURE LAND USE MAP



AERIAL PHOTO



MAILOUT LIST

PROP_ID	name	addrDelive	addrCity	addrState	addrZip
123529	GONZALEZ JOSE LUIS	717 TIERRA LINDA CIR E	MISSION	TX	78572-8079
123520	JACOBSON STANLEY	1505 DOHERTY AVE	MISSION	TX	78572-4018
123521	BALLI AARON	1620 E GRIFFIN PKWY	MISSION	TX	78572
123522	DS 3 DEVELOPMENT LLC	3608 COMPTON DR	MISSION	TX	78573-3562
123511	VALDEZ DANIELLE A	1901 S VOSS RD NO. 6	HOUSTON	TX	77057-2612
123512	SALINAS MA ESTER	715 MILLER ST	MISSION	TX	78572-5343
123514	SALINAS MARIA ESTER	715 MILLER AVENUE	MISSION	TX	78572
123515	JACOBSON STANLEY & MARINA	1505 DOHERTY AVE	MISSION	TX	78572-4018
1371172	HALCON HOLDINGS INC	710 THOMPSON RD	MISSION	TX	78573
1371173	HALCON HOLDINGS INC	710 THOMPSON RD	MISSION	TX	78573
1371174	HALCON HOLDINGS INC	710 THOMPSON RD	MISSION	TX	78573
1371175	HALCON HOLDINGS INC	710 THOMPSON RD	MISSION	TX	78573
1371176	MAHONEY DAVID	4615 S BRIDGE AVE	WESLACO	TX	78596-1393
1371166	HALCON HOLDINGS INC	710 THOMPSON RD	MISSION	TX	78573
1559725	AMBER DEVELOPMENT LLC	6500 WEST FWY	FORT WORTH	TX	76116
1559724	AMBER DEVELOPMENT LLC	6500 WEST FWY	FORT WORTH	TX	76116

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 26, 2026

PRESENTED BY: Xavier Cervantes, Director of Planning

AGENDA ITEM: Conduct a public hearing and consideration of a Conditional Use Permit to place one (1) portable building for use as a classroom in a property zoned (R-2) Duplex-Fourplex Residential District & (R-1) Single Family Residential District, being a 1.97-acre tract out of the remainder of Lot 21-3, West Addition to Sharyland Subdivision, located at 1005 Kenwood Avenue. Applicant: Vanguard Charter School c/o Ernie Villarreal, PMSI Inc. Project Manager, Adoption of Ordinance #_____ - Cervantes

NATURE OF REQUEST:

Project Timeline:

- April 2, 2026 – Application for Conditional Use Permit submitted to the City.
- April 27, 2026 – In accordance with State and local law, notice of the required public hearings mailed to all the property owners within 200 feet of the subject tract and notice of public hearings was published in the Progress Times.
- May 6, 2026 – Public hearing and consideration of the Conditional Use Permit by the Planning and Zoning Commission.
- May 26, 2026 – Public hearing and consideration of the Conditional Use Permit ordinance by the City Council

Summary:

- Ernie Villarreal, the applicant, representing Vanguard Academy Charter School, is requesting a Conditional Use Permit for the placement of one (1) portable building on the North side of the 1.97-acre tract of land out of Lot 21-3, West Addition to Sharyland Subdivision property to be used as a classroom by the Vanguard Monet Academy.
- According to the applicant, the enrollment for the Monet Elementary School at the church premises is projected to grow for the 2026-2027 school year. The two classrooms (one per building) will house 2nd and 7th grades.
- A previous request was granted on May 14, 2025, to Vanguard Monet Academy Charter School within the El Divino Redentor Subdivision Church at 1020 N. Los Ebanos Road. They received a two-year approval to place two (2) portable buildings for use as classrooms.
- No parking spaces will be lost as a result of this request.
- The building permit for the Vanguard Academy School along N. Stewart Road was issued on March 16, 2026. Once the school is operational, all the portable buildings at the church property will be removed.

STAFF RECOMMENDATION:

Staff recommends approval of the request, subject to:

1. The permit is for two years.
2. The applicant must obtain all necessary permits and approvals prior to the use of the property.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval JPT

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT TO PLACE ONE (1) PORTABLE BUILDING FOR USE AS A CLASSROOM IN A PROPERTY ZONED (R-2) DUPLEX-FOURPLEX RESIDENTIAL DISTRICT & (R-1) SINGLE FAMILY RESIDENTIAL DISTRICT, BEING A 1.97 ACRE TRACT OUT OF THE REMAINDER OF LOT 21-3, WEST ADDITION TO SHARYLAND SUBDIVISION, LOCATED AT 1005 KENWOOD AVENUE

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of May 6, 2026 the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the conditional use permit shown below be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Tuesday, May 26, 2026 in the Council Chambers of the City Hall to consider the following conditional use permit:

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, THAT THE FOLLOWING CONDITIONAL USE PERMIT BE GRANTED: AS SHOWN IN EXHIBIT "A"

Legal Description	Type	Conditions of Approval
1005 Kenwood Avenue Being a 1.97 acre tract out of the remainder of Lot 21-3, West Addition to Sharyland Subdivision	To place one (1) portable building for use as a classroom in a property zoned (R-2) Duplex – Fourplex Residential District & (R-1) Single Family Residential District	1. The permit is for two years. 2. The applicant must obtain all necessary permits and approvals prior to the use of the property.

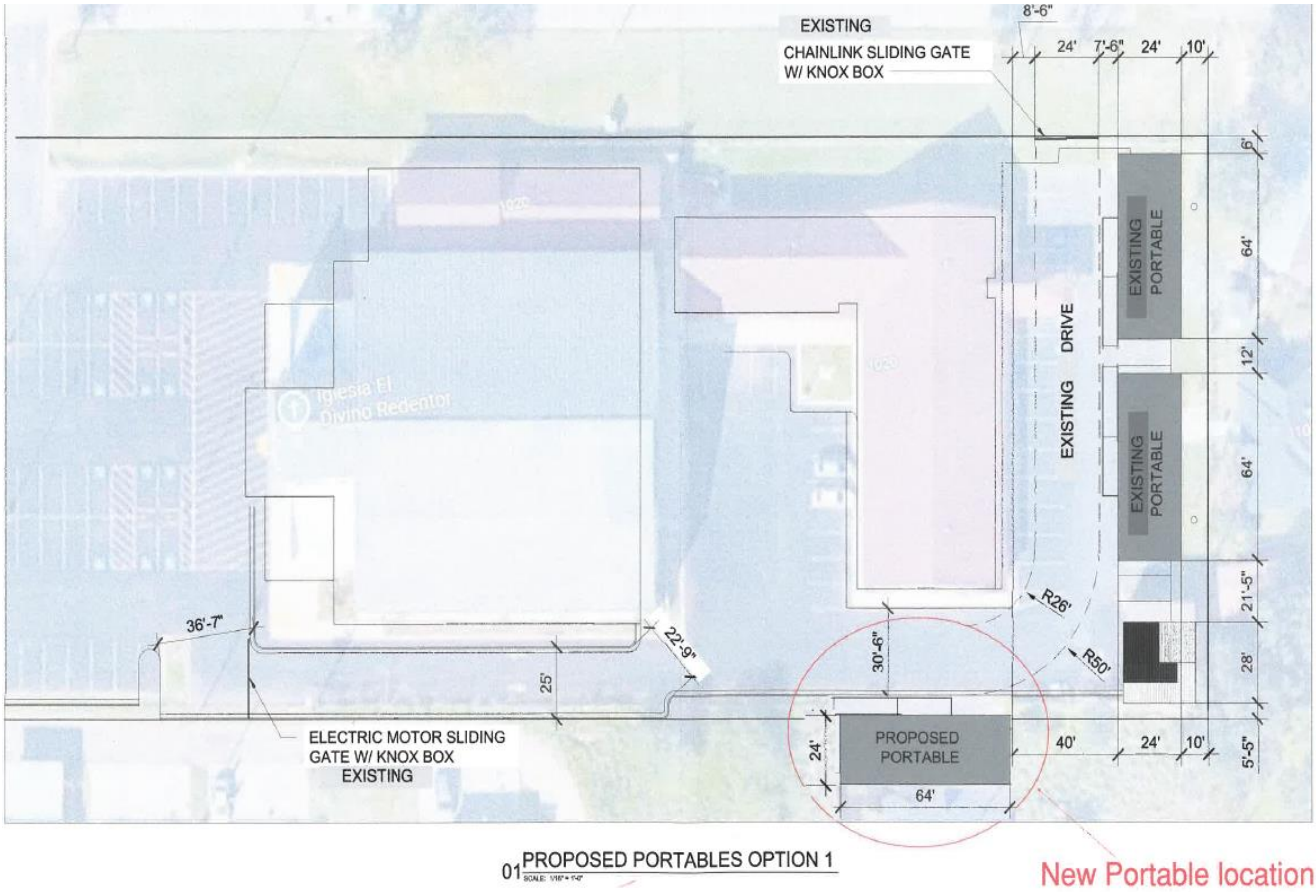
READ, CONSIDERED AND PASSED, this the 26th day of May, 2026.

_____
Norie Gonzalez Garza, Mayor

ATTEST:

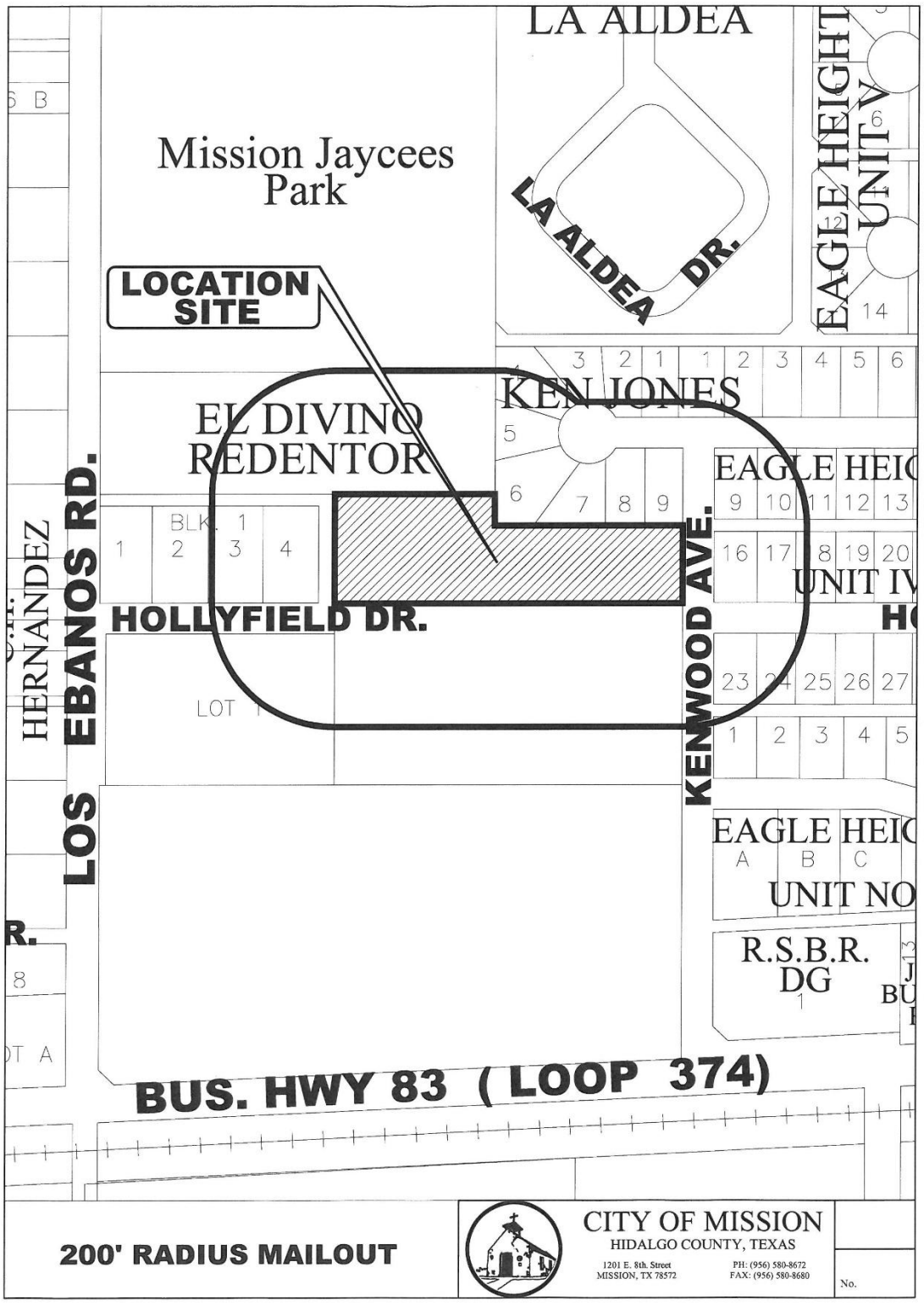
_____
Anna Carrillo, City Secretary

EXHIBIT "A"

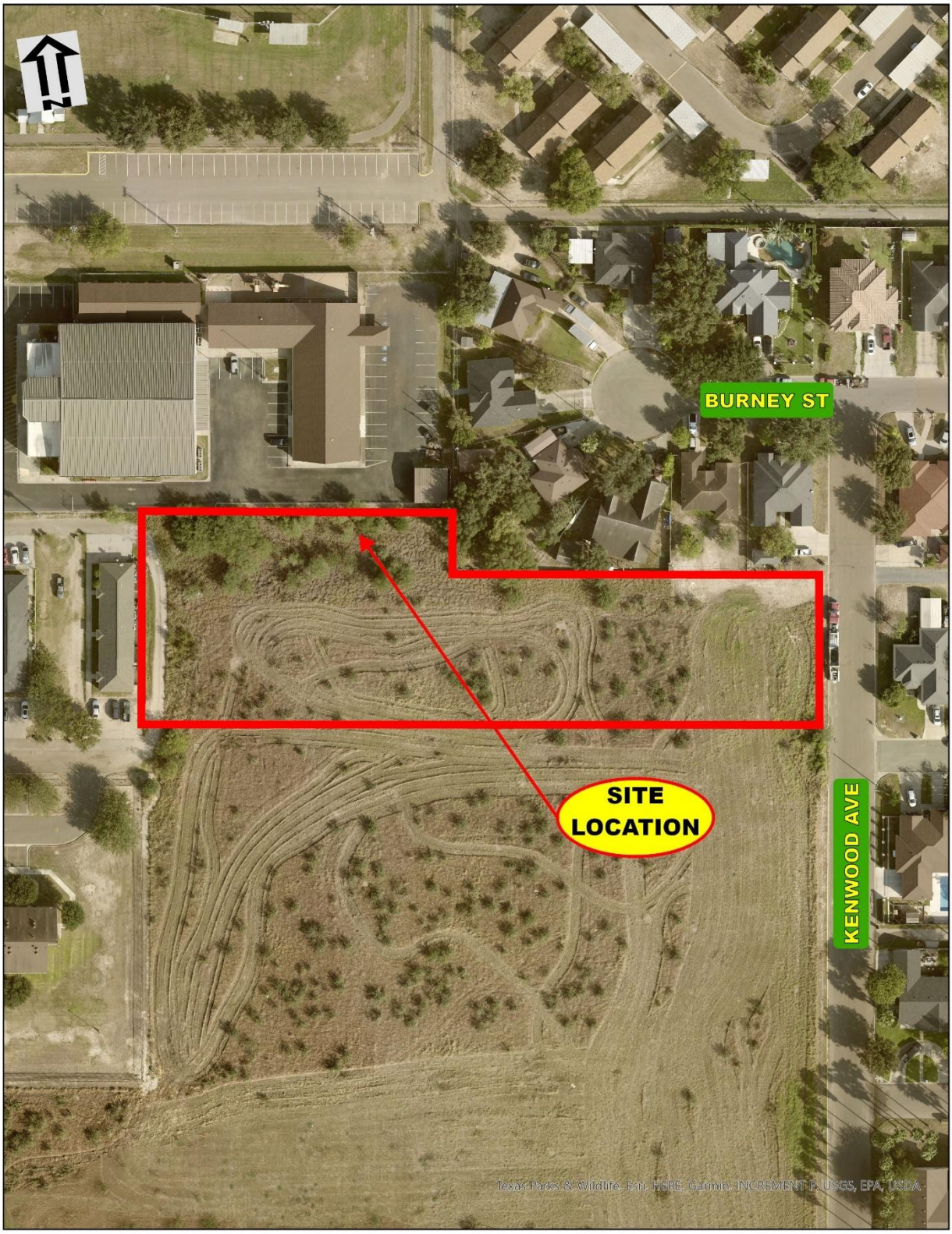


01 PROPOSED PORTABLES OPTION 1

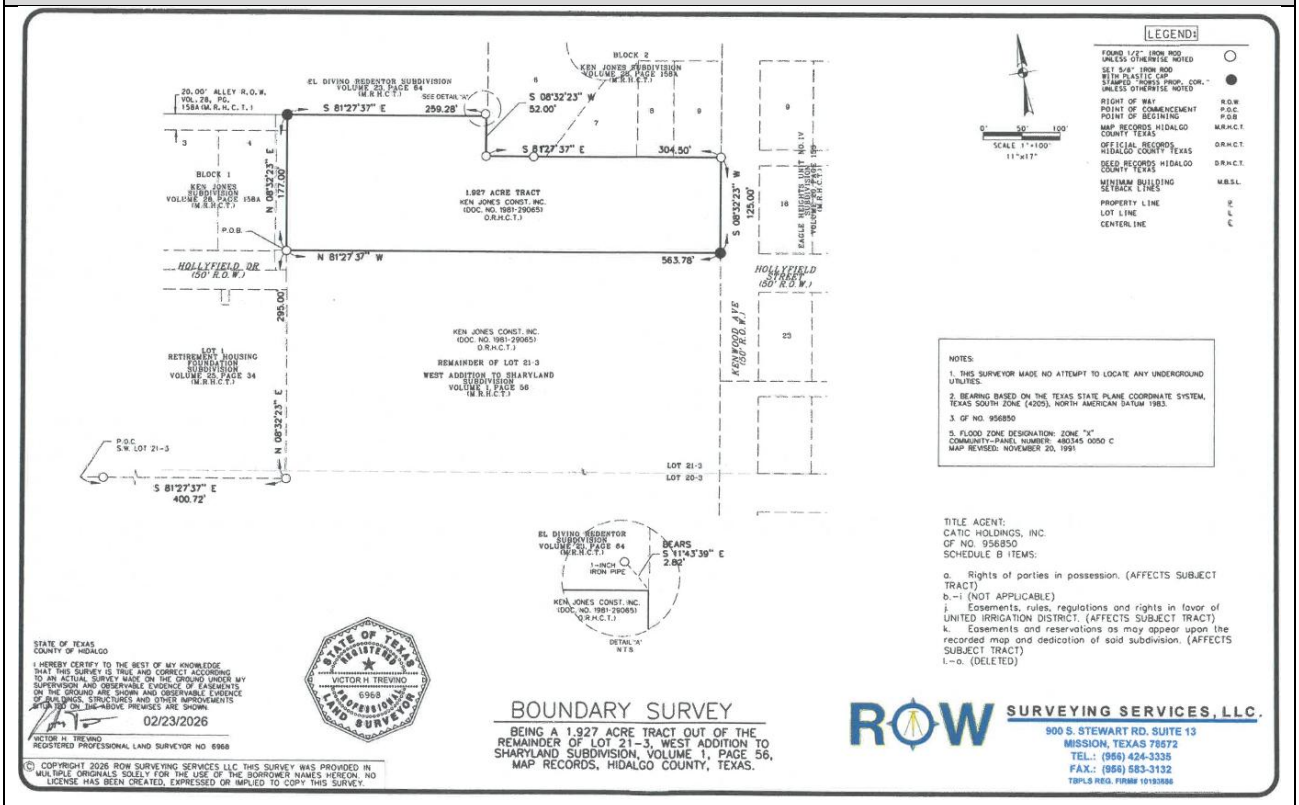
MAILOUT MAP


LA ALDEA
Mission Jaycees Park
LA ALDEA DR.
EAGLE HEIGHT UNIT V
LOCATION SITE
KEN JONES
EL DIVINO REDENTOR
EAGLE HEIG
UNIT IV
HOLLYFIELD DR.
LOS EBANOS RD.
KENWOOD AVE.
HERNANDEZ
BLK. 1
LOT 1
EAGLE HEIG
UNIT NO
R.S.B.R. DG
BUS. HWY 83 (LOOP 374)
200' RADIUS MAILOUT
CITY OF MISSION
HIDALGO COUNTY, TEXAS
1201 E. 8th. Street
MISSION, TX 78572
PH: (956) 580-8672
FAX: (956) 580-8680
No.

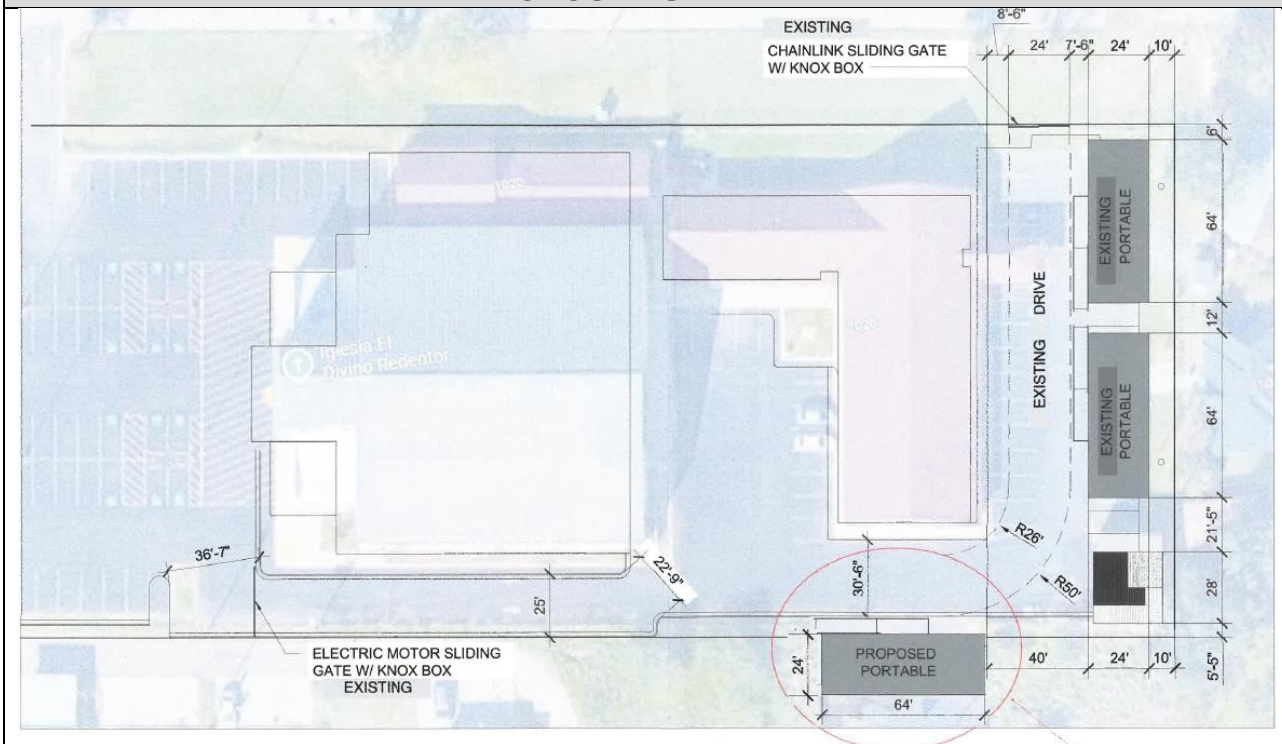
AERIAL PHOTO



SURVEY

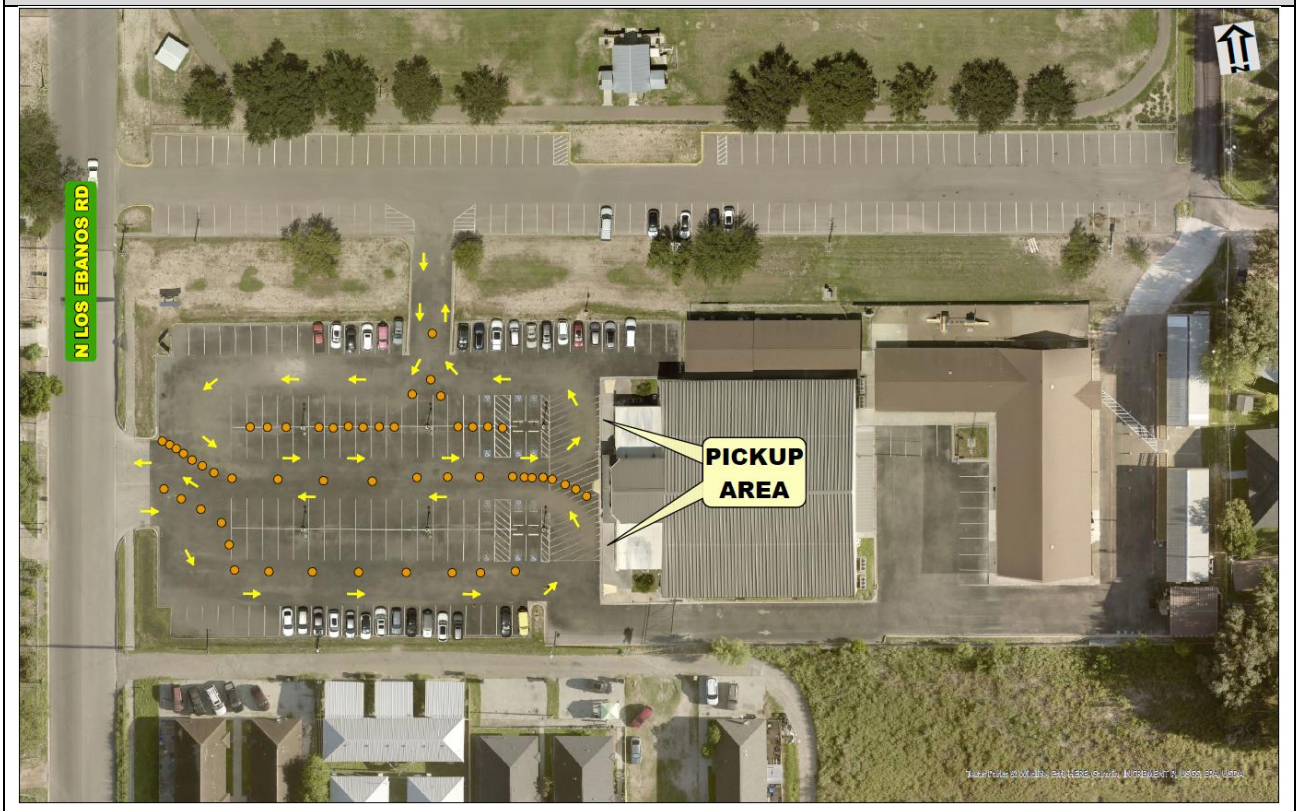

LEGEND
FOUND 1/2" IRON ROD UNLESS OTHERWISE NOTED
SET 5/8" IRON ROD WITH PLASTIC CAP STAMPED "FIRST PROP. COR." UNLESS OTHERWISE NOTED
RIGHT OF WAY R.O.W.
POINT OF COMMENCEMENT P.O.C.
POINT OF BEGINING P.O.B.
MAP RECORDS HIDALGO COUNTY TEXAS M.R.H.C.T.
OFFICIAL RECORDS HIDALGO COUNTY TEXAS O.R.H.C.T.
DEED RECORDS HIDALGO COUNTY TEXAS D.R.H.C.T.
MINIMUM BUILDING SETBACK LINES M.B.S.L.
PROPERTY LINE
LOT LINE
CENTERLINE
SCALE 1"=100'
11"x17"
BLOCK 2
KEN JONES SUBDIVISION VOLUME 28 PAGE 158A (M.R.H.C.T.)
EL DIVINO REDENTOR SUBDIVISION VOLUME 20 PAGE 84 (M.R.H.C.T.)
SEE DETAIL "A"
20.00' ALLEY R.O.W. VOL. 28, PG. 158A (M.R.H.C.T.)
S 81°27'37" E 259.28'
S 08°32'23" W 52.00'
S 81°27'37" E 304.50'
S 08°32'23" W 125.00'
N 08°32'23" E 177.00'
P.O.B.
N 81°27'37" W 563.78'
1.927 ACRE TRACT KEN JONES CONST. INC. (DOC. NO. 1981-29065) O.R.H.C.T.)
BLOCK 1 KEN JONES SUBDIVISION VOLUME 28 PAGE 158A (M.R.H.C.T.)
EAGLE ESTATES UNIT NO. IV VOLUME 19 PAGE 19 (M.R.H.C.T.)
HOLLYFIELD DR. (50' R.O.W.)
HOLLYFIELD STREET (50' R.O.W.)
KENWOOD AVE (50' R.O.W.)
295.00'
KEN JONES CONST. INC. (DOC. NO. 1981-29065) O.R.H.C.T.)
REMAINDER OF LOT 21-3 WEST ADDITION TO SHARYLAND SUBDIVISION VOLUME 1 PAGE 56 (M.R.H.C.T.)
LOT 1 RETIREMENT HOUSING FOUNDATION SUBDIVISION VOLUME 20 PAGE 34 (M.R.H.C.T.)
P.O.C. S.W. LOT 21-3
N 08°32'23" E
S 81°27'37" E 400.72'
LOT 21-3
LOT 20-3
EL DIVINO REDENTOR SUBDIVISION VOLUME 20 PAGE 84 (M.R.H.C.T.)
BEARS S 11°43'39" E 2.82'
1-INCH IRON PIPE
KEN JONES CONST. INC. (DOC. NO. 1981-29065) O.R.H.C.T.)
DETAIL "A" N.T.S.
NOTES:
1. THIS SURVEYOR MADE NO ATTEMPT TO LOCATE ANY UNDERGROUND UTILITIES.
2. BEARING BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH ZONE (4205), NORTH AMERICAN DATUM 1983.
3. GF NO. 956850
5. FLOOD ZONE DESIGNATION: ZONE "X" COMMUNITY-PANEL NUMBER: 480345 0050 C MAP REVISED: NOVEMBER 20, 1991
TITLE AGENT:
CATIC HOLDINGS, INC.
GF NO. 956850
SCHEDULE B ITEMS:
a. Rights of parties in possession. (AFFECTS SUBJECT TRACT)
b.-i (NOT APPLICABLE)
j. Easements, rules, regulations and rights in favor of UNITED IRRIGATION DISTRICT. (AFFECTS SUBJECT TRACT)
k. Easements and reservations as may appear upon the recorded map and dedication of said subdivision. (AFFECTS SUBJECT TRACT)
l.-o. (DELETED)
STATE OF TEXAS
COUNTY OF HIDALGO
I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE THAT THIS SURVEY IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND OBSERVABLE EVIDENCE OF EASEMENTS ON THE GROUND ARE SHOWN AND OBSERVABLE EVIDENCE OF BUILDINGS, STRUCTURES AND OTHER IMPROVEMENTS SITUATED ON THE ABOVE PREMISES ARE SHOWN.
02/23/2026
VICTOR H. TREVINO
REGISTERED PROFESSIONAL LAND SURVEYOR NO 6968
STATE OF TEXAS REGISTERED VICTOR H. TREVINO 6968 PROFESSIONAL LAND SURVEYOR
© COPYRIGHT 2026 ROW SURVEYING SERVICES LLC THIS SURVEY WAS PROVIDED IN MULTIPLE ORIGINALS SOLELY FOR THE USE OF THE BORROWER NAMES HEREON. NO LICENSE HAS BEEN CREATED, EXPRESSED OR IMPLIED TO COPY THIS SURVEY.
BOUNDARY SURVEY
BEING A 1.927 ACRE TRACT OUT OF THE REMAINDER OF LOT 21-3, WEST ADDITION TO SHARYLAND SUBDIVISION, VOLUME 1, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS.
ROW SURVEYING SERVICES, LLC.
900 S. STEWART RD. SUITE 13
MISSION, TEXAS 78572
TEL.: (956) 424-3335
FAX.: (956) 583-3132
TBPLS REG. FIRM# 10193886

PROPOSED SITE PLAN



01 PROPOSED PORTABLES OPTION 1

PICK UP SITE PLAN



MAILOUT LIST

PROP_ID	name	addrDelive	addrCity	addrState	addrZip
162020	GONZALEZ JOSE LUIS	717 TIERRA LINDA CIR E	MISSION	TX	78572-8079
162033	SANCHEZ MARCOS A & BLANCA AGUILAR	1012 HOLLYFIELD STREET	MISSION	TX	78572-3644
161964	GUERRERO JUAN	1101 BURNEY ST	MISSION	TX	78572-3601
524352	RODRIGUEZ JESUS	1105 BURNEY ST	MISSION	TX	78572-3601
524354	JIMENEZ JESUS V	1108 BURNEY ST	MISSION	TX	78572-3600
524356	HINOJOSA MARCO A & THELMA M	1607 ADAMS ST	MISSION	TX	78572-7513
162019	VELA SOFIA H	1012 BURNEY ST	MISSION	TX	78572-3628
162021	AMARO RUBEN JR & MARTHA ANGELICA AMARO DE BOECK	2408 ARLINGTON ST	HOUSTON	TX	77008-2322
162011	PENA CARLOS & ALEJANDRA	1015 BURNEY ST	MISSION	TX	78572-3629
524353	MEDINA LEONEL & ANA VELIA	1107 BURNEY ST	MISSION	TX	78572-3601
162012	RODRIGUEZ NIDIA & JOSE J MENDOZA	1013 BURNEY ST	MISSION	TX	78572-3629
524350	GUERRERO ROSA MARIA	1101 BURNEY ST	MISSION	TX	78572-3601
524348	HINOJOSA JESUS E & DALIA	207 AMANECER ST	MISSION	TX	78572-6772
524355	BENAVIDES ROBERTO & MARTHA	1106 BURNEY ST	MISSION	TX	78572-3600
167105	EL DIVINO REDENTOR	420 N KERALUM AVE	MISSION	TX	78572-5642
524349	VILLARREAL FERNANDO	612 LEAL ST	MISSION	TX	78572-5225
162026	RIOS JESUS G	105 CABANISS AVE	BAYTOWN	TX	77520-1807
162027	GONZALEZ REINA ESTHER	1011 HOLLYFIELD ST	MISSION	TX	78572-3645
162028	MOLINA JESUS O & IRENE	1009 HOLLYFIELD ST	MISSION	TX	78572-3645
162034	CANTU ROEL & MARIA ELENA	1010 HOLLYFIELD ST	MISSION	TX	78572-3644
162035	GAUNA YVETTE	1008 HOLLYFIELD ST	MISSION	TX	78572-3644
524357	AYALA DELFINO & NORA ELIA	1102 BURNEY ST	MISSION	TX	78572-3600
524361	CANTU VIRGILIO	1100 BURNEY ST	MISSION	TX	78572-3600
269846	MISSION PALMS RETIREMENT	911 N STUDEBAKER ROAD	LONG BEACH	CA	90815-4900
524347	GINOCCHIO INVESTMENTS LLC	1205 HOLLYFIELD ST APT 8	MISSION	TX	78572-3611
0					
316792	KEN JONES CONST INC	1105 ELM ST	MISSION	TX	78572-4441
591533	CITY OF MISSION	1201 E 8TH ST	MISSION	TX	78572-5812

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 26, 2026

PRESENTED BY: Xavier Cervantes, AICP, CPM, Director of Planning

AGENDA ITEM: Conduct a public hearing and consideration of a Conditional Use Permit for a Restaurant in a Property Zoned (C-2) Neighborhood Commercial District - Vex Kitchen, being Lots 88 & 89, Mayberry Plaza UT No. 3, located at 800 E. 1st Street, Applicant: VEX Kitchen, LLC, c/o Victor Gutierrez, Adoption of Ordinance #_____ - Cervantes

NATURE OF REQUEST:

Project Timeline:

- April 14, 2026 – Application for a Conditional Use Permit ("CUP") submitted to the City.
- April 23, 2026 – Following State and local law, notice of the required public hearings was mailed to all property owners within 200 feet of the subject tract.
- May 6, 2026 – Public hearing and consideration of the requested Conditional Use Permit by the Planning and Zoning Commission (P&Z).
- May 26, 2026 – Public hearing and consideration of the requested Conditional Use Permit by the City Council.

Summary:

- The subject site is at the southeast corner of Mayberry Road and E. 1st Street within a small commercial plaza.
- Per the Code of Ordinance, a Restaurant in a C-2 zone requires the approval of a Conditional Use Permit by the City Council.
- The applicant is proposing to open a Mexican Restaurant.
- Access to the site is off Mayberry and East 1st Street, through an existing 24-foot driveways.
- The last conditional use permit approved by City Council for a Restaurant at this location was on July 8, 2024 for a period of 1 year.
- The hours of operation are as follows: Monday – Sunday from 7:00 a.m. to 11:00 p.m.
- Staff: 7 employees per shift
- Parking: There are a total of 64 seating spaces proposed, which require 21 parking spaces (64 seating spaces/3 = 21.3 parking spaces). It is noted that parking is held in common; there are 17 parking spaces that are shared with the other business within the commercial plaza.
- The applicant will need to reduce the number of seating spaces by 13 in order to comply with the parking requirements.
- The applicant will need to comply with the landscaping requirements.
- The Planning staff has not received any objections to the request from the surrounding property owners. Staff mailed out (20) legal notices to the surrounding property owners.
- Staff notes that there have been no incidents reported to the Police Department.
- In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval to ensure that a use requested by a Conditional Use Permit is compatible and complementary to adjacent properties.

STAFF RECOMMENDATION:

Staff recommends approval of the conditional use permit with the conditions listed below:

1. 2 year revaluation in order to continue to assess this new operation.
2. Must comply with all City Codes (Building, Fire, Health, etc.).
3. Acquire a business license prior to occupancy.
4. CUP not to be transferable to others.
5. Hours of operation: Monday – Sunday from 7:00 a.m. to 11:00 p.m.

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *JPT*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

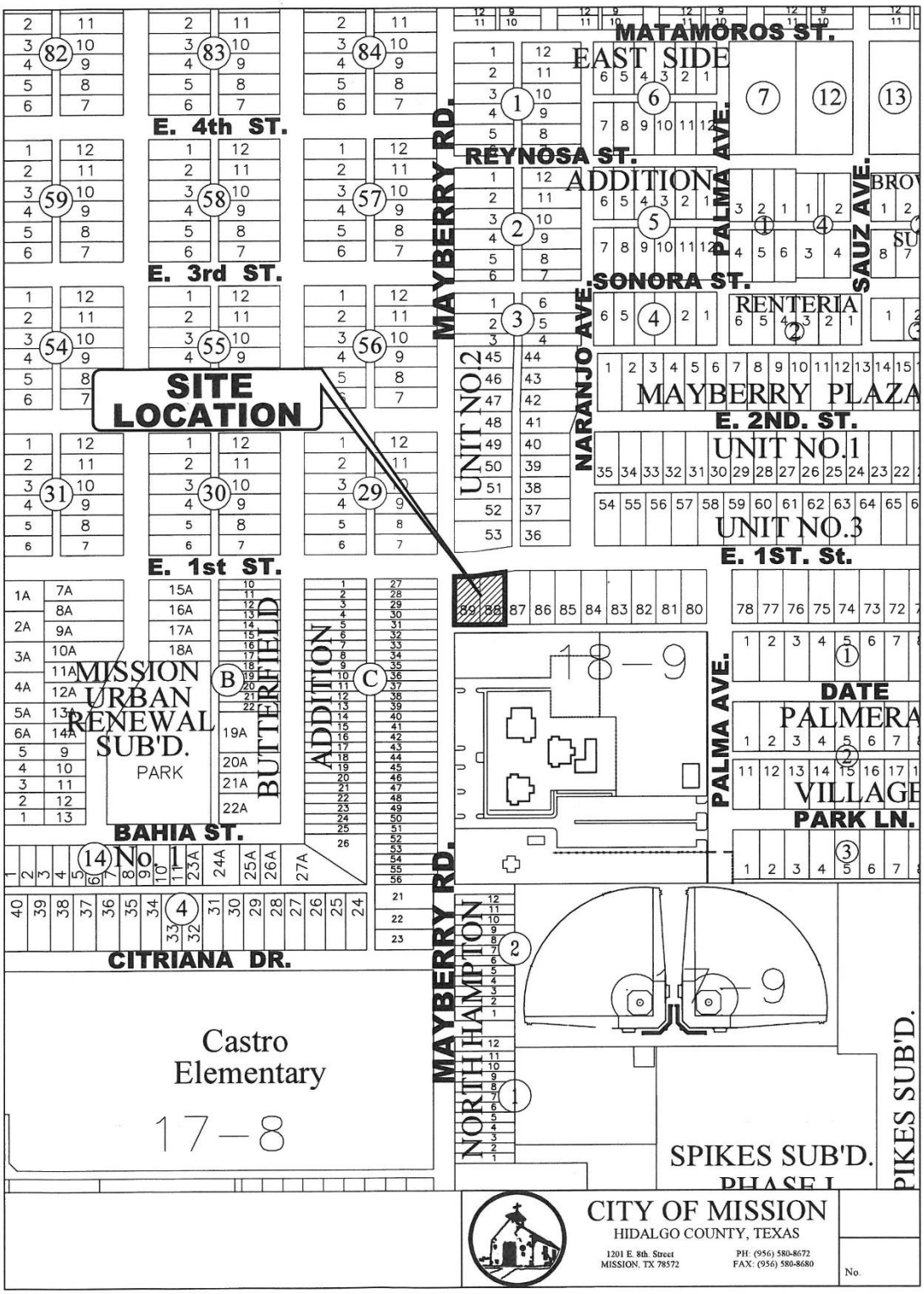
TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

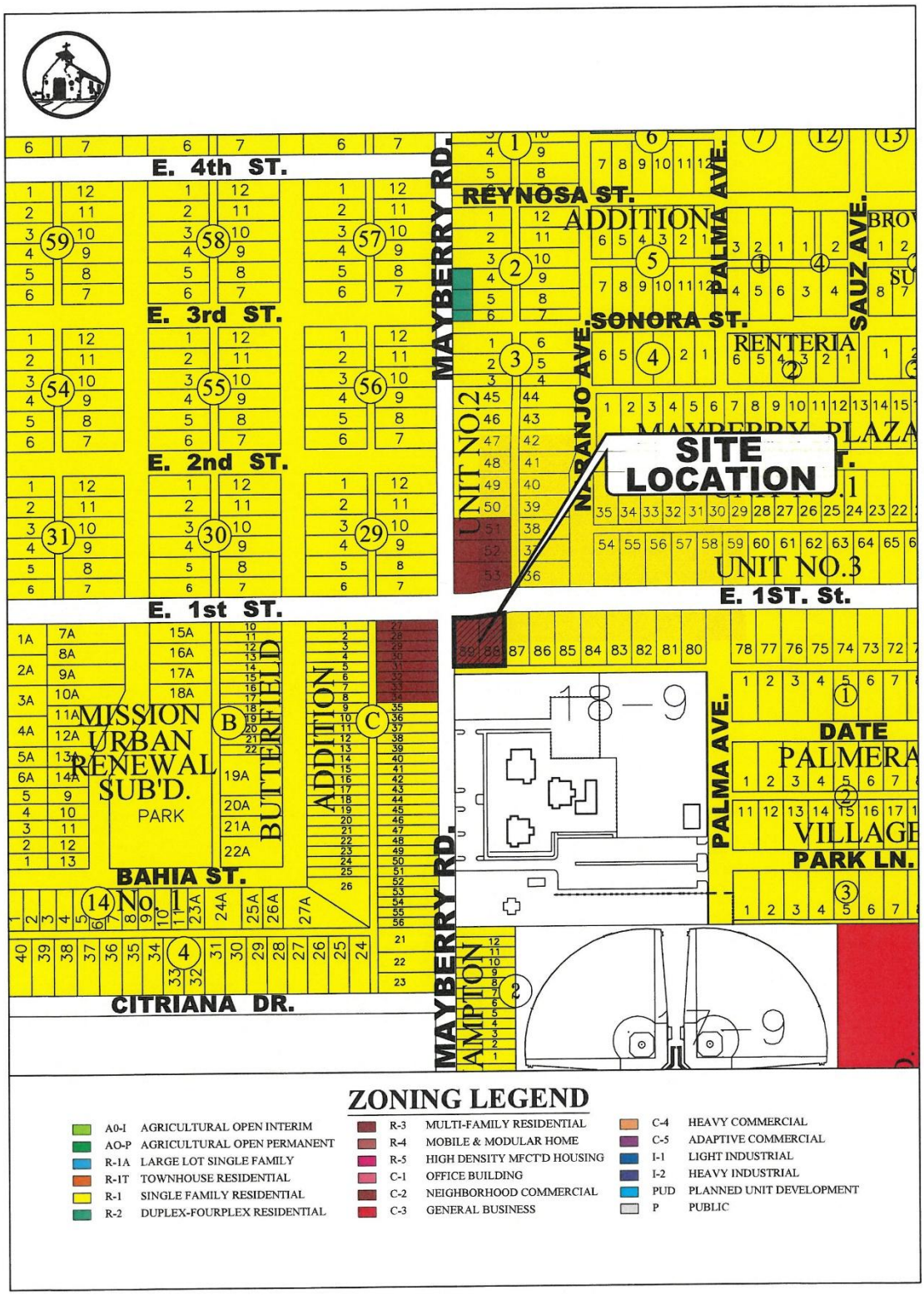
VICINITY MAP



ARIEL MAP


E 1ST ST
MAYBERRY RD
SITE LOCATION
Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

ZONING MAP


E. 4th ST.
E. 3rd ST.
E. 2nd ST.
E. 1st ST.
E. 1ST. St.
MAYBERRY RD.
REYNOSA ST.
ADDITION
PALMA AVE.
SAUZ AVE.
SONORA ST.
RENTERIA
N. RANJO AVE.
UNIT NO.2
SITE LOCATION
UNIT NO.3
MISSION URBAN RENEWAL SUB'D.
PARK
BUTTERFIELD ADDITION
BAHIA ST.
No. 1
CITRIANA DR.
DATE PALMERA
VILLAGE
PARK LN.
18-9
17-9
ZONING LEGEND
A0-I AGRICULTURAL OPEN INTERIM
AO-P AGRICULTURAL OPEN PERMANENT
R-1A LARGE LOT SINGLE FAMILY
R-1T TOWNHOUSE RESIDENTIAL
R-1 SINGLE FAMILY RESIDENTIAL
R-2 DUPLEX-FOURPLEX RESIDENTIAL
R-3 MULTI-FAMILY RESIDENTIAL
R-4 MOBILE & MODULAR HOME
R-5 HIGH DENSITY MFCT'D HOUSING
C-1 OFFICE BUILDING
C-2 NEIGHBORHOOD COMMERCIAL
C-3 GENERAL BUSINESS
C-4 HEAVY COMMERCIAL
C-5 ADAPTIVE COMMERCIAL
I-1 LIGHT INDUSTRIAL
I-2 HEAVY INDUSTRIAL
PUD PLANNED UNIT DEVELOPMENT
P PUBLIC

EXTERIOR PHOTO





INTERIOR PHOTO



FLOOR PLAN


BAÑOS
VEX KITCHEN
consiente tu paladar
BARRA DE SERVICIO
* EL PERSONAL ESTARA CONFORMADO POR 3 PERSONAS DE COCINA POR TURNO, Y 4 PERSONALES DE PISO POR TURNO
SALIDA
*CADA MESA CUADRADA ES PARA 4 PERSONAS
*LAS MESAS JUNTAS SON PARA 8 PERSONAS
53
41
31
23
13
52
40
30
22
12
51
50
21
20
11
10
ENTRADA
BARRA
COCINA

MENU


VEX KITCHEN
consiente tu paladar
DE 7 AM A 12 PM
TAQUITOS DE DESAYUNO
TACOS DE HUEVO
= Harina y Maíz! =
$1
CADA UNO
Huevos
Huevo con Tocino
Huevo con Chorizo
Huevo con Jamón
Huevo con Salchicha
Huevo a la Mexicana
TACOS DE GUISOS
= Harina y Maíz! =
$2
CADA UNO
Picadillo
Deshebrada
Barbacoa
¡DISFRUTA NUESTROS TACOS
DESDE TEMPRANO!

MENU


VEX KITCHEN
consiente tu paladar
Burrito de Asada $11.99
Monster Dog $11.99
Ceviche de Pescado $11.99
Alitas/Boneless $11.99
Hamburguesa VEX $11.99
Chicken Sandwich $11.99
VEX Salad $11.99
GRATIS SERVICIO A DOMICILIO
EN MCALLEN Y PARTE DE MISSION!!!
(956) 529-9446
Lunes a Sábado 11:00 AM -11:00 PM
Por .99 extra, agrega un Red Bull o Frapuccino Starbucks!

MENU


VEX PLTS
NUEVO MENÚ DE MAÑANAS
EL COMIENZO PERFECTO PARA TU PALADAR
ARMA TU PROPIO PLATILLO DE CHILAQUILES
RECETA FAVORITA DE LA FAMILIA VEX
TOTOPOS DORADOS, MEZCLA DE QUESO ASADERO Y PANELA, BAÑADOS CON TU SALSA A ELEGIR Y PINTADOS CON CREMA, ADORNADOS CON CEBOLLA MORADA Y CILANTRO, ACOMPAÑADOS CON FRIJOLES
$6.5 DÓLARES
1. ELIGE TU SALSA
ROJA (MEDIO)
VERDES (MEDIO)
TATEMADA (PICANTE)
VEX (MUY PICANTE)
CHORIZO (MEDIO)
2. ELIGE TUS COMPLEMENTOS
POLLO $3
FAJITA $5
DESHEBRADA $4
PICADILLO $4
HUEVO $1
AGUACATE $1.5
TOMATE REBANADAS $1
PAPAS A LA MEXICANA $3
PAPAS CON CHORIZO $3
PAPITAS NATURALES $1.5
CEBOLLA (CRUDA O CARAMELIZADA) $1
PANELA GRILL $2
EXTRA CREMA $1
EXTRA FRIJOLES $1
CHICHARRÓN $4
BARBACOA GUISADA (SOLO SÁBADO Y DOMINGO) $5
NADIE MEZCLA LOS CHILAQUILES COMO NOSOTROS

MAILOUT LIST

PROP_ID	name	legalDescr	addrDelive	addrCity	addrState	addrZip	legalDes_1
128344	GARCIA ALFONSO	BUTTERFIELD ADDITION LOTS 6-7 BLK C	109 S KERALUM AVE	MISSION	TX	78572	BUTTERFIELD ADDITION LOTS 6-7 BLK C
128343	SANCHEZ AMELIA M	BUTTERFIELD ADDITION LOTS 4-5 BLK C	2205 N BRYAN RD	MISSION	TX	78572-3033	BUTTERFIELD ADDITION LOTS 4-5 BLK C
128358	SALINAS BEATRIZ ALICIA	BUTTERFIELD ADDITION LOTS 32, 33 & 34 BLK C	1000 S 16TH AVE	EDINBURG	TX	78539-5727	BUTTERFIELD ADDITION LOTS 32, 33 & 34 BLK C
128355	HERNANDEZ CELESTINA	BUTTERFIELD ADDITION LOTS 27-31 BLK C	1210 MIRACLE LN	MISSION	TX	78572-3527	BUTTERFIELD ADDITION LOTS 27-31 BLK C
128360	RIOS FRANCISCO & VERONICA CABALLERO	BUTTERFIELD ADDITION LOTS 37, 38 & 39 BLK C	149 S KERALUM AVE	MISSION	TX	78572-5735	BUTTERFIELD ADDITION LOTS 37, 38 & 39 BLK C
128359	SALDANA SIXTO	BUTTERFIELD ADDITION LOTS 35 & 36 BLK C	114 S MAYBERRY ST	MISSION	TX	78572-5752	BUTTERFIELD ADDITION LOTS 35 & 36 BLK C
238762	BUENTELLO ALBERTO	MISSION ORIGINAL TOWNSITE LOT 7 BLOCK 29	1602 TONI LN	MISSION	TX	78572-3332	MISSION ORIGINAL TOWNSITE LOT 7 BLOCK 29
238763	DE ANDA MARIA DE JESUS	MISSION ORIGINAL TOWNSITE LOT 8 BLOCK 29	711 W STONEGATE DR	MISSION	TX	78574-4085	MISSION ORIGINAL TOWNSITE LOT 8 BLOCK 29
238764	SANCHEZ MIGUEL A & MARIA M	MISSION ORIGINAL TOWNSITE LOT 9 BLOCK 29	105 N MAYBERRY AVE	MISSION	TX	78572-5746	MISSION ORIGINAL TOWNSITE LOT 9 BLOCK 29
228151	RODRIGUEZ BEATRIZ	MAYBERRY PLAZA UT NO. 2 LOT 52	1624 E GASTEL CIR	MISSION	TX	78572	MAYBERRY PLAZA UT NO. 2 LOT 52
228152	AGADIR PROPERTIES LLC	MAYBERRY PLAZA UT NO. 2 LOT 53	100 N MAYBERRY RD	MISSION	TX	78572	MAYBERRY PLAZA UT NO. 2 LOT 53
228135	TREVINO JAIME ET AL	MAYBERRY PLAZA UT NO. 2 LOT 36	101 NARANJO ST	MISSION	TX	78572	MAYBERRY PLAZA UT NO. 2 LOT 36
228136	OCHOA CESARIA	MAYBERRY PLAZA UT NO. 2 LOT 37	101 NARANJO ST	MISSION	TX	78572-5944	MAYBERRY PLAZA UT NO. 2 LOT 37
591540	CITY OF MISSION	WEST ADDN. TO SHARYLAND W10AC-S19AC LOT 18-9 10AC NET	1201 E 8TH ST	MISSION	TX	78572-5812	WEST ADDN. TO SHARYLAND W10AC-S19AC LOT 18-9 10AC NET
228185	YEWELL MICHAEL	MAYBERRY PLAZA UT NO. 3 LOT 86	806 E 1ST ST	MISSION	TX	78572-5904	MAYBERRY PLAZA UT NO. 3 LOT 86
128341	TORRES JESUSITA G	BUTTERFIELD ADDITION LOTS 1-3 BLK C	702 E 1ST ST	MISSION	TX	78572-5706	BUTTERFIELD ADDITION LOTS 1-3 BLK C
228184	PRADO JOSE JR	MAYBERRY PLAZA UT NO. 3 LOT 85	808 E 1ST ST	MISSION	TX	78572-5904	MAYBERRY PLAZA UT NO. 3 LOT 85
228186	VAQUERA VICTOR & MAYRA C	MAYBERRY PLAZA UT NO. 3 LOT 87	804 E 1ST ST	MISSION	TX	78572-5904	MAYBERRY PLAZA UT NO. 3 LOT 87
228183	SALINAS MIRNA TRUSTEE	MAYBERRY PLAZA UT NO. 3 LOT 84	2500 S 26 1/2 ST	MCALLEN	TX	78503-7994	MAYBERRY PLAZA UT NO. 3 LOT 84
228150	RODRIGUEZ MARIO	MAYBERRY PLAZA UT NO. 2 LOT 51	1017 N KERALUM AVE	MISSION	TX	78572-4235	MAYBERRY PLAZA UT NO. 2 LOT 51
228137	GARZA DOMINGA	MAYBERRY PLAZA UT NO. 2 LOT 38	109 NARANJO ST	MISSION	TX	78572-5944	MAYBERRY PLAZA UT NO. 2 LOT 38
228187	AGADIR PROPERTIES LLC	MAYBERRY PLAZA UT NO. 3 LOTS 88 & 89	100 N MAYBERRY RD	MISSION	TX	78572	MAYBERRY PLAZA UT NO. 3 LOTS 88 & 89

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT FOR A RESTAURANT IN A PROPERTY ZONED (C-2) NEIGHBORHOOD COMMERCIAL DISTRICT – VEX KITCHEN, BEING LOTS 88 & 89, MAYBERRY PLAZA UT NO. 3, LOCATED AT 800 E. 1ST STREET

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of May 6, 2026 the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the conditional use permit shown below be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Tuesday, May 26, 2026 in the Council Chambers of the City Hall to consider the following conditional use permit:

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, THAT THE FOLLOWING CONDITIONAL USE PERMIT BE GRANTED: AS SHOWN IN EXHIBIT "A"

Legal Description	Type	Conditions of Approval
800 E. 1st Street Lots 88 & 89, Mayberry Plaza UT No. 3	Restaurant in a property zoned (C-2) Neighborhood Commercial District – VEX Kitchen	1. 2 year approval to continue to assess this new operation, 2. Must comply with all City Codes (Building, Fire, Health, etc.) 3. Acquire a business license prior to occupancy 4. CUP is not transferable to others 5. Hours of operation: Monday -Sunday from 7:00 a.m. to 11:00 p.m.

READ, CONSIDERED AND PASSED, this the 26th day of May, 2026.

_____
Norie Gonzalez Garza, Mayor

ATTEST:

_____
Anna Carrillo, City Secretary

“EXHBIT A”


BAÑOS
VEX KITCHEN
consiente tu paladar
BARRA DE SERVICIO
* EL PERSONAL ESTARA CONFORMADO POR 3 PERSONAS DE COCINA POR TURNO, Y 4 PERSONALES DE PISO POR TURNO
SALIDA
*CADA MESA CUADRADA ES PARA 4 PERSONAS
*LAS MESAS JUNTAS SON PARA 8 PERSONAS
53
41
31
23
13
52
40
30
22
12
51
50
21
20
11
10
ENTRADA
BARRA
COCINA


E 1ST ST
MAYBERRY RD
SITE LOCATION
Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 26, 2026

PRESENTED BY: Xavier Cervantes, AICP, CPM – Director of Planning

AGENDA ITEM: Conduct a public hearing and consideration of a Conditional Use Permit Renewal for a Home Occupation for the sale of firearms – Guns & More in a (R-1A) Large Lot Single Family District, being Lot 19, Monaco Subdivision, located at 2208 Monaco Drive, Applicant: Robert D. Russell, Adoption of Ordinance #_____ - Cervantes

NATURE OF REQUEST:

Project Timeline:

- April 10, 2026 – Application for Conditional Use Permit ("CUP") submitted to the City.
- April 23, 2026 – In accordance with State and local law, notice of required public hearings was mailed to all property owners within 200 feet of the subject tract, and notice of public hearings was published in the Progress Times.
- May 6, 2026 – Public hearing and consideration of a Conditional Use Permit by the Planning and Zoning Commission.
- May 26, 2026 – Public hearing and consideration of a Conditional Use Permit by the City Council.

Summary:

- The subject site is located 820' west of Shary Road along the south side of Monaco Drive, in a gated private street.
- Per Code of Ordinance, a home occupation requires the approval of a Conditional Use Permit by the City Council.
- The applicant would like renew his conditional use permit to be in compliance with the Federal Bureau of Alcohol, Tabacco, and Firearms for his Federal Firearms license. The applicant has informed staff that that he has not made any sales in the past year.
- The applicant's home has a 100-foot-long driveway that leads to a detached 3-car garage, thus having plenty of space for 2 off-street parking spaces for residential areas. The applicant has his office next to the front foyer where he would conduct business. The applicant is the only person operating the business and there is no advertising on the premises. The proposed gun sales are strictly via online sales and by appointment only; walk-ins are not welcome but may happen on occasion. The applicant makes the majority of his sales at Gun Shows.
- The applicant's home has an alarm system, and the firearms are safely stored in a safe.
- Staff notes that a conditional use permit was first approved for a home occupation - sale of Firearms for this same location on September of 2011 for a period of 1 year. Shortly after his approval, the applicant moved his business to a commercial location. In 2018, the applicant closed his business due to health reasons. The applicant obtained a letter from the Monaco Homeowners Association stating that he was approved to move his ATF license to his residence.
- The business license was obtained on November 1, 2011.
- The last conditional use permit approved for this location for the sale of firearms was on June 18, 2025 for a period of one year.

- Staff notes that during his CUP tenure there were no complaints filed with staff nor the police department.
- The P&Z Commission has seen and approved a similar request for 2706 E. 28th Street.
- The Planning staff has not received any objections to the request from the surrounding property owners. Staff mailed out (17) legal notices to surrounding property owners.
- In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval to ensure that a use requested by a Conditional Use Permit is compatible and complementary to adjacent properties.

STAFF RECOMMENDATION:

Staff recommends approval of the request subject to compliance with the following conditions:

1. 3 year approval to be in alignment with the ATF license with the understanding that the permit can be revoked due to non-compliance.
2. Compliance with Section 1.56-1 (Home Occupations) of the Zoning Ordinance
3. Must comply with all City Codes (Building, Fire, Health, Landscaping, etc.)
4. CUP is not transferable to others

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *JPT*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT RENEWAL FOR A HOME OCCUPATION FOR THE SALE OF FIREARMS – GUNS & MORE IN A (R-1A) LARGE LOT SINGLE FAMILY DISTRICT, BEING LOT 19, MONACO SUBDIVISION, LOCATED AT 2208 MONACO DRIVE

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of May 6, 2026 the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the conditional use permit shown below be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Tuesday, May 26, 2026 in the Council Chambers of the City Hall to consider the following conditional use permit:

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, THAT THE FOLLOWING CONDITIONAL USE PERMIT BE GRANTED: AS SHOWN IN EXHIBIT "A"

Legal Description	Type	Conditions of Approval
2208 Monaco Drive Lot 19, Monaco Subdivision	Home Occupation Renewal for the Sale of Firearms – Guns & More in a (R-1A) Large Lot Single Family Residential District	1. 3 year approval to continue to assess the conditional use permit, with the understanding that the permit can be revoked due to non-compliance, 2. Compliance with Section 1.56-1 (Home Occupations) of the Zoning Ordinance 3. Must comply with all City Codes (Building, Fire, Health, Landscaping, etc.) 4. CUP is not transferable to others

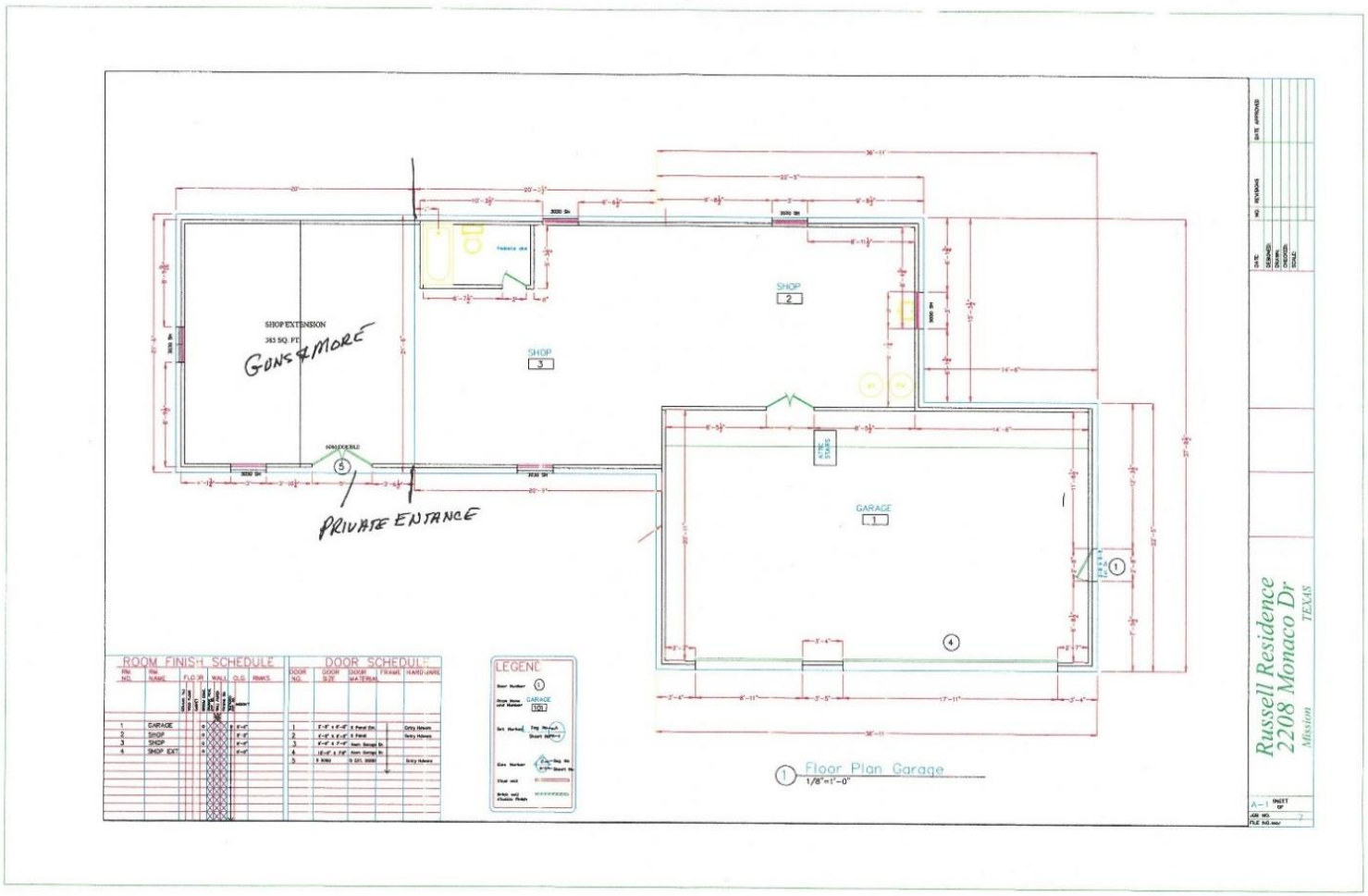
READ, CONSIDERED AND PASSED, this the 26th day of May, 2026.

_____
Norie Gonzalez Garza, Mayor

ATTEST:

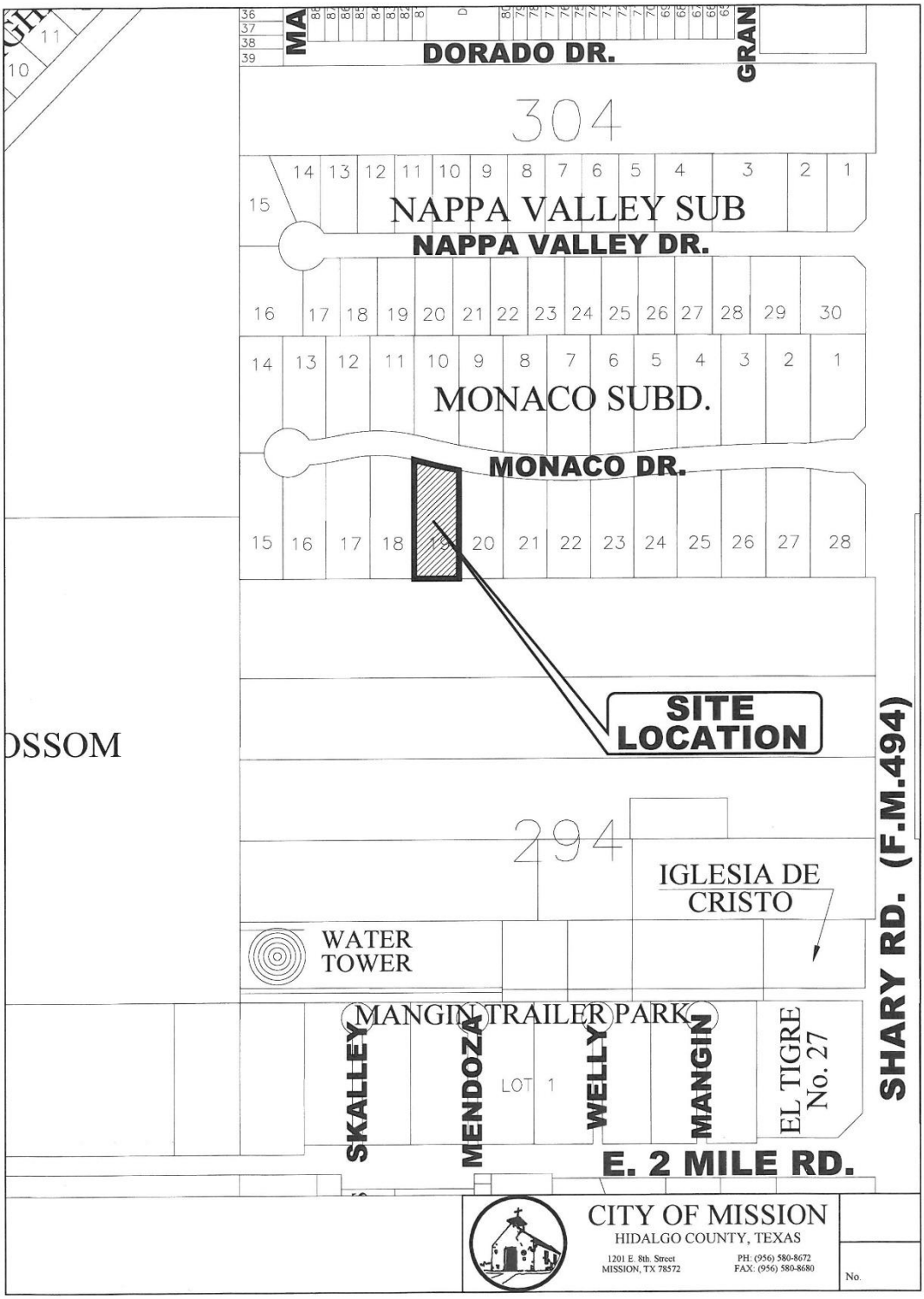
_____
Anna Carrillo, City Secretary

“EXHIBIT A”


SHOP EXTENSION
383 SQ. FT.
GUNS & MORE
SHOP
2
SHOP
3
PRIVATE ENTANCE
GARAGE
1
ROOM FINISH SCHEDULE
DOOR SCHEDULE
LEGEND
Floor Plan Garage
1/8"=1'-0"
Russell Residence
2208 Monaco Dr
Mission
TEXAS


MONACO DR
SITE LOCATION
Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

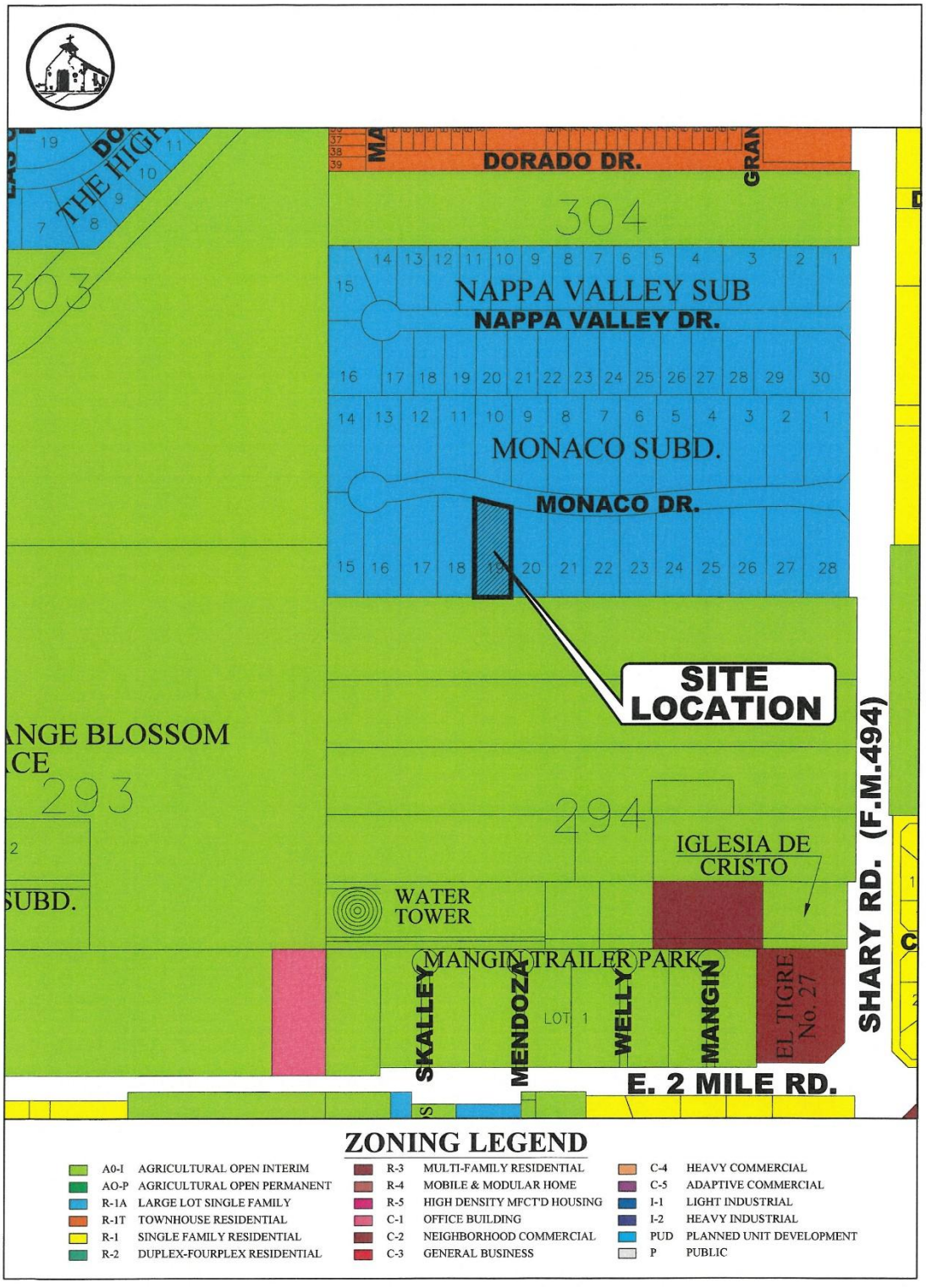
VICINITY MAP



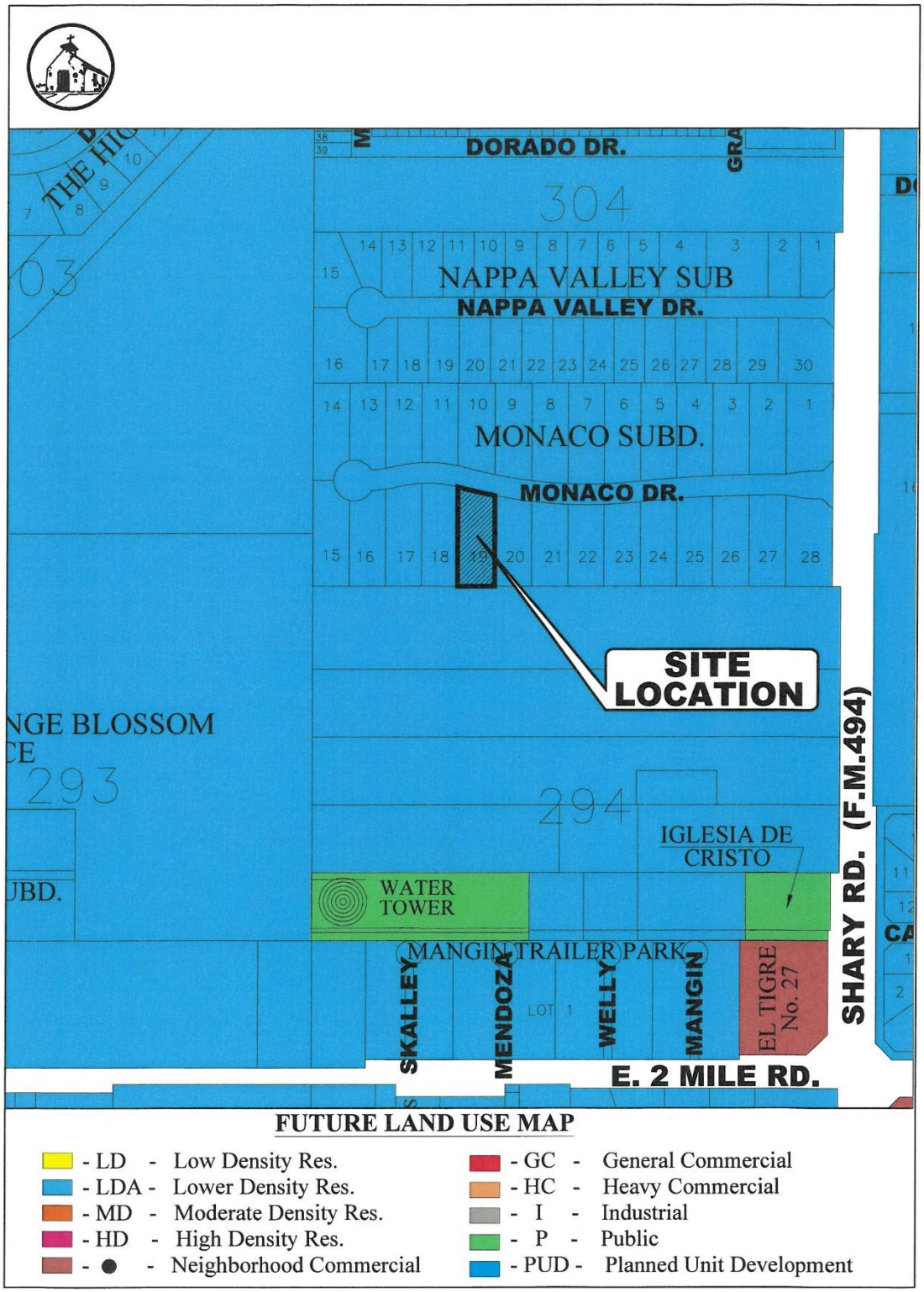
ARIEL MAP


MONACO DR
SITE LOCATION
Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, EPA, USDA

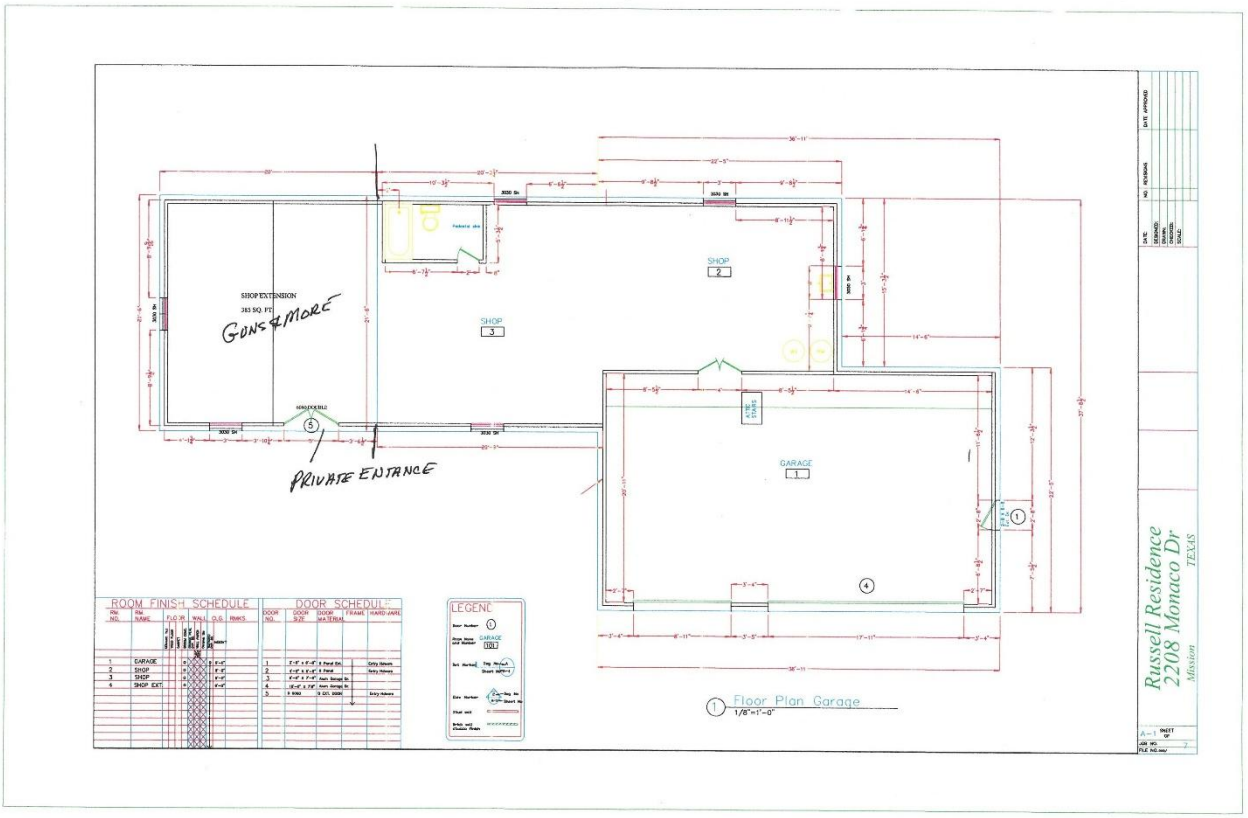
ZONING MAP


DORADO DR.
304
NAPPA VALLEY SUB
NAPPA VALLEY DR.
MONACO SUBD.
MONACO DR.
SITE LOCATION
303
293
294
IGLESIA DE CRISTO
WATER TOWER
MANGIN TRAILER PARK
SKALLEY
MENDOZA
LOT 1
WELLY
MANGIN
EL TIGRE No. 27
SHARY RD. (F.M.494)
E. 2 MILE RD.
ZONING LEGEND
A0-I AGRICULTURAL OPEN INTERIM
AO-P AGRICULTURAL OPEN PERMANENT
R-1A LARGE LOT SINGLE FAMILY
R-1T TOWNHOUSE RESIDENTIAL
R-1 SINGLE FAMILY RESIDENTIAL
R-2 DUPLEX-FOURPLEX RESIDENTIAL
R-3 MULTI-FAMILY RESIDENTIAL
R-4 MOBILE & MODULAR HOME
R-5 HIGH DENSITY MFCT'D HOUSING
C-1 OFFICE BUILDING
C-2 NEIGHBORHOOD COMMERCIAL
C-3 GENERAL BUSINESS
C-4 HEAVY COMMERCIAL
C-5 ADAPTIVE COMMERCIAL
I-1 LIGHT INDUSTRIAL
I-2 HEAVY INDUSTRIAL
PUD PLANNED UNIT DEVELOPMENT
P PUBLIC

FUTURE LAND USE MAP



FLOOR PLAN

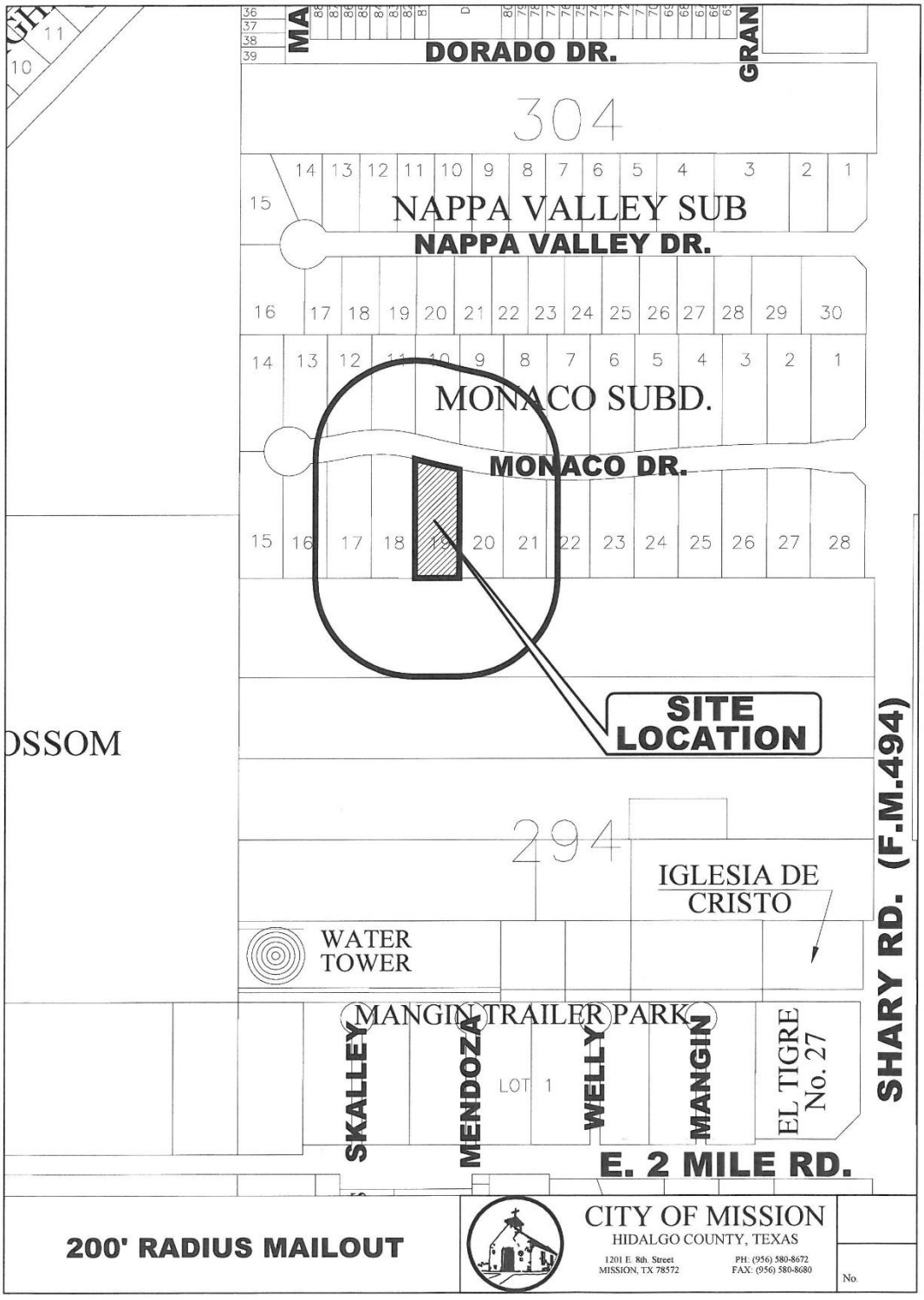

SHOP EXTENSION
383 SQ. FT.
GUNS & MORE
SHOP
3
SHOP
2
GARAGE
1
PRIVATE ENTRANCE
ROOM FINISH SCHEDULE
DOOR SCHEDULE
LEGEND
Floor Plan Garage
1/8"=1'-0"
Russell Residence
2208 Monaco Dr
Mission
TEXAS

EXTERIOR PHOTOS

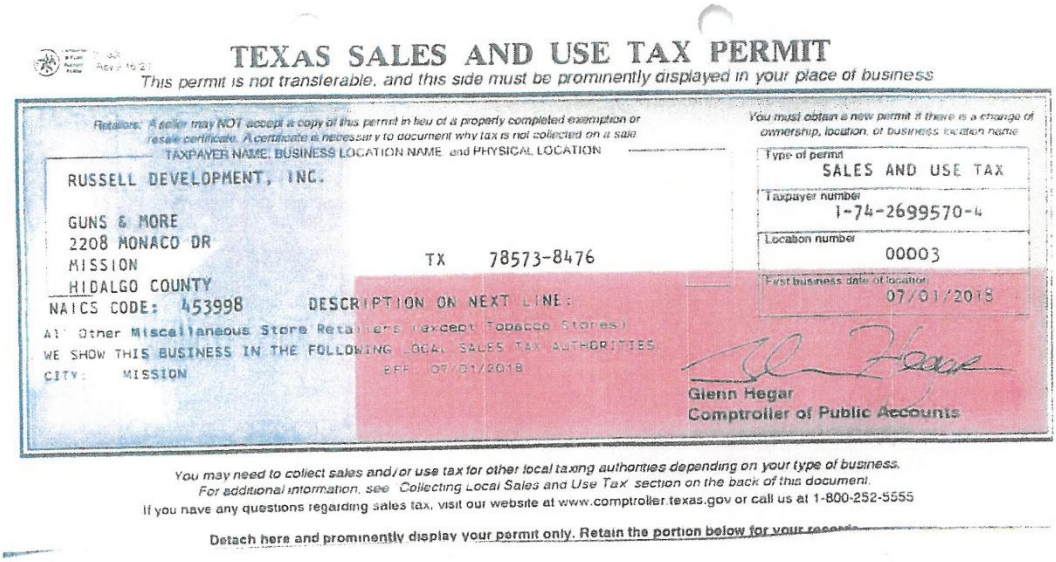




ATTACHMENTS



ATTACHMENTS



TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business

Retailers: A seller may NOT accept a copy of this permit in lieu of a properly completed exemption or resale certificate. A certificate is necessary to document why tax is not collected on a sale.

You must obtain a new permit if there is a change of ownership, location, or business location name.

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

RUSSELL DEVELOPMENT, INC.

GUNS & MORE
2208 MONACO DR
MISSION TX 78573-8476
HIDALGO COUNTY

NAICS CODE: 453998 DESCRIPTION ON NEXT LINE:

All Other Miscellaneous Store Retailers (except Tobacco Stores)

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES

CITY: MISSION EFF 07/01/2018

Type of permit: SALES AND USE TAX

Taxpayer number: 1-74-2699570-4

Location number: 00003

First business date at location: 07/01/2018

Glenn Hegar
Comptroller of Public Accounts

You may need to collect sales and/or use tax for other local taxing authorities depending on your type of business.
For additional information, see "Collecting Local Sales and Use Tax" section on the back of this document.
If you have any questions regarding sales tax, visit our website at www.comptroller.texas.gov or call us at 1-800-252-5555

Detach here and prominently display your permit only. Retain the portion below for your records.

MAILOUT LIST

PROP_ID	name	addrDelive	addrCity	addrState	addrZip
281555	SAKULENZKI DEBORAH L TRUSTEE	2021 INDUSTRIAL DR	MCALLEN	TX	78504-4009
281571	BROWN ENCILE & MARLENE C CHANG	3321 N SHARY RD	MISSION	TX	78573-8431
574193	GARCIA EDUARDO JAVIER & SHARON O'LEARY	2301 MONACO DR	MISSION	TX	78573-8471
574195	TREVINO JESUS A & GLADYS A VELA	2211 MONACO	MISSION	TX	78573-8476
574205	RUSSELL ROBERT D & BRENDA C	2208 MONACO DR	MISSION	TX	78573-8476
574207	GARZA ELEODORO & OFELIA	2212 MONACO DR	MISSION	TX	78573-8476
574194	SAAVEDRA CLAUDIA B & ADRIAN	2213 MONACO DR	MISSION	TX	78573-8476
574196	LOUCK RAY & SABRINA RODRIGUEZ	2209 MONACO DR	MISSION	TX	78573-8476
574206	GONZALEZ ESTEBAN A & CONSUELO C	2210 MONACO DR	MISSION	TX	78573-8476
574208	LUNA FRANCISCO JR & ANNA MARIA DE LEON CO-TRUSTEES LIVING TRUST	2300 MONACO DR	MISSION	TX	78573
574197	FRETTO JOSHUA B	4405 S SHARY RD 536	MISSION	TX	78572-0919
574202	GARCIA ROSA	2202 MONACO DR	MISSION	TX	78573-8476
574203	COLUNGA JOSE G JR & LAIZA A	2204 MONACO DR	MISSION	TX	78573-8476
574204	CANALES LAYRA Z & HERMILO FLORES	2206 MONACO DR	MISSION	TX	78573-8476
574199	CASTILLO LLEWLLYN & MARESYL	2203 MONACO DR	MISSION	TX	78573-8476
574198	TAGLE CHRISTOPHER & ANGIELA M	2205 MONACO DR	MISSION	TX	78573-8476
574215	MONACO HOMEOWNERS ASSOC	PO BOX 720875	MCALLEN	TX	78504-0875

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 26, 2026

PRESENTED BY: Xavier Cervantes, AICP, CPM – Director of Planning

AGENDA ITEM: Conduct a public hearing and consideration of a Conditional Use Permit Renewal for the Sale & On-Site Consumption of Alcoholic Beverages – Han's Katsuya Restaurant in a property zoned (C-3) General Business (C-3) District, being Lot 1, Esdras Vega Subdivision, located at 600 N. Shary Road, Ste. D Applicant: The BAB, LLC, c/o Junduck Han, Adoption of Ordinance #_____ – Cervantes

NATURE OF REQUEST:

Project Timeline:

- April 14, 2026 – Application for a Conditional Use Permit ("CUP") submitted to the City.
- April 23, 2026 – Following State and local law, notice of the required public hearings was mailed to all property owners within 200 feet of the subject tract.
- May 6, 2026 – Public hearing and consideration of the requested Conditional Use Permit by the Planning and Zoning Commission (P&Z).
- May 26, 2026 – Public hearing and consideration of the requested Conditional Use Permit by the City Council.

Summary:

- The subject site is located at the northeast corner of Shary Road and 6th Street.
- Per the Code of Ordinance, the Sale & On-Site Consumption of Alcoholic Beverages requires the approval of a Conditional Use Permit by the City Council.
- The applicant is leasing a 1,488 square foot suite within a commercial plaza for a Japanese Cuisine Restaurant.
- Access to the site is off East 6th Street, through an existing 24-foot driveway.
- This business has been in operation since May 2018, and the applicant would like to continue to offer alcoholic beverages with their meals.
- The business license was obtained on May 8, 2018.
- The last conditional use permit approved for the Sale & On-Site Consumption of Alcoholic Beverages for this location was approved by City Council on June 21, 2022, for a period of 4 years.
- The hours of operation are as follows: Monday – Friday from 11:00 a.m. to 2:00 p.m. & 5:30 p.m. to 9:00 p.m., and Saturday from 12:00 p.m. to 3:00 p.m., Closed Sundays
- Staff: 4 employees
- Parking: There are a total of 26 seating spaces available, which require 9 parking spaces (26 seating spaces/3 = 8.6 parking spaces). It is noted that parking is held in common; there are 56 parking spaces that are shared with the other businesses within the commercial plaza.
- Sale of Alcohol: Section 1.56(3)(a) of the Zoning Code requires a minimum separation of 300' from the property line of any church, school, publicly owned property, or residence. There is a residential subdivision within 300 feet; however, P&Z and City Council have waived this separation requirement in previous conditional use permits.

- The Planning staff has not received any objections to the request from the surrounding property owners. Staff mailed out (20) legal notices to the surrounding property owners.
- Staff notes that there have been no incidents reported to the Police Department.
- In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval to ensure that a use requested by a Conditional Use Permit is compatible and complementary to adjacent properties.

STAFF RECOMMENDATION:

Staff recommends approval of the conditional use permit renewal with the conditions listed below:

1. Life of Use, with the understanding that the conditional use permit can be revoked due to non-compliance.
2. Continued compliance with all City Codes (Building, Fire, Health, etc.)
3. Waiver of the 300' separation requirement from the residential homes.
4. Continued compliance with TABC requirements.
5. CUP is not transferable to others.
6. Must have security cameras inside and outside with a minimum 30-day retention.
7. Must comply with the noise ordinance.
8. Hours of operation: Monday – Friday from 11:00 a.m. to 2:00 p.m. & 5:30 p.m. to 9:00 p.m., and Saturday from 12:00 p.m. to 3:00 p.m. Closed on Sundays

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *JPT*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

ORDINANCE NO. ___

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT RENEWAL FOR THE SALE & ON-SITE CONSUMPTION OF ALCOHOLIC BEVERAGES – HAN'S KATSUYA RESTAURANT IN A PROPERTY ZONED (C-3) GENERAL BUSINESS DISTRICT, BEING LOT 1, ESDRAS VEGAS SUBDIVISION, LOCATED AT 600 N. SHARY ROAD, STE. D

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of May 6, 2026 the Planning and Zoning Commission of the City of Mission upon duly recognized motion and second, voted to recommend to the City Council that the conditional use permit shown below be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Tuesday, May 26, 2026 in the Council Chambers of the City Hall to consider the following conditional use permit:

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, THAT THE FOLLOWING CONDITIONAL USE PERMIT BE GRANTED: AS SHOWN IN EXHIBIT "A"

Legal Description	Type	Conditions of Approval
600 N. Shary Road, Ste. D Lot 1, Esdras Vega Subdivision	Sale & On-Site Consumption of Alcoholic Beverages – Han's Katsuya Restaurant in a property zoned (C-3) General Business District	1. Life of Use, with the understanding that the conditional use permit can be revoked due to non-compliance 2. Continued compliance with all City Codes (Building, Fire, Health, etc.) 3. Waiver of the 300' separation requirement from the residential homes 4. Continued compliance with TABC requirements 5. CUP is not transferable to others 6. Must have security cameras inside and outside with a minimum 30-day retention 7. Must comply with noise ordinance 8. Hours of operation: Monday – Friday from 11:00 a.m. to 2:00 p.m. & 5:30 p.m. to 9:00 p.m., and Saturdays from 12:00 p.m. to 3:00 p.m., Closed on Sundays

READ, CONSIDERED AND PASSED, this the 26th day of May, 2026.

_____
Norie Gonzalez Garza, Mayor

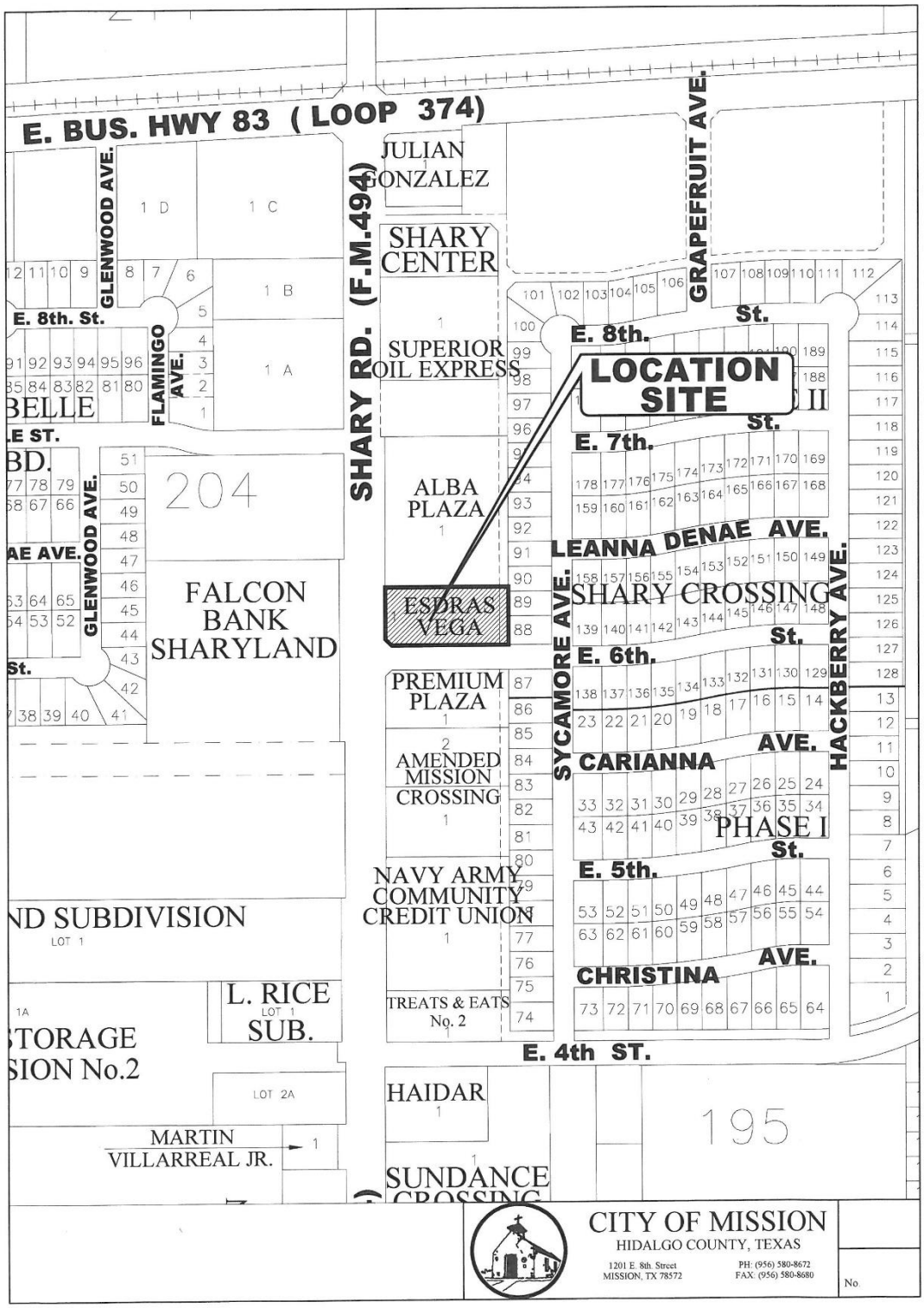
ATTEST:

_____
Anna Carrillo, City Secretary

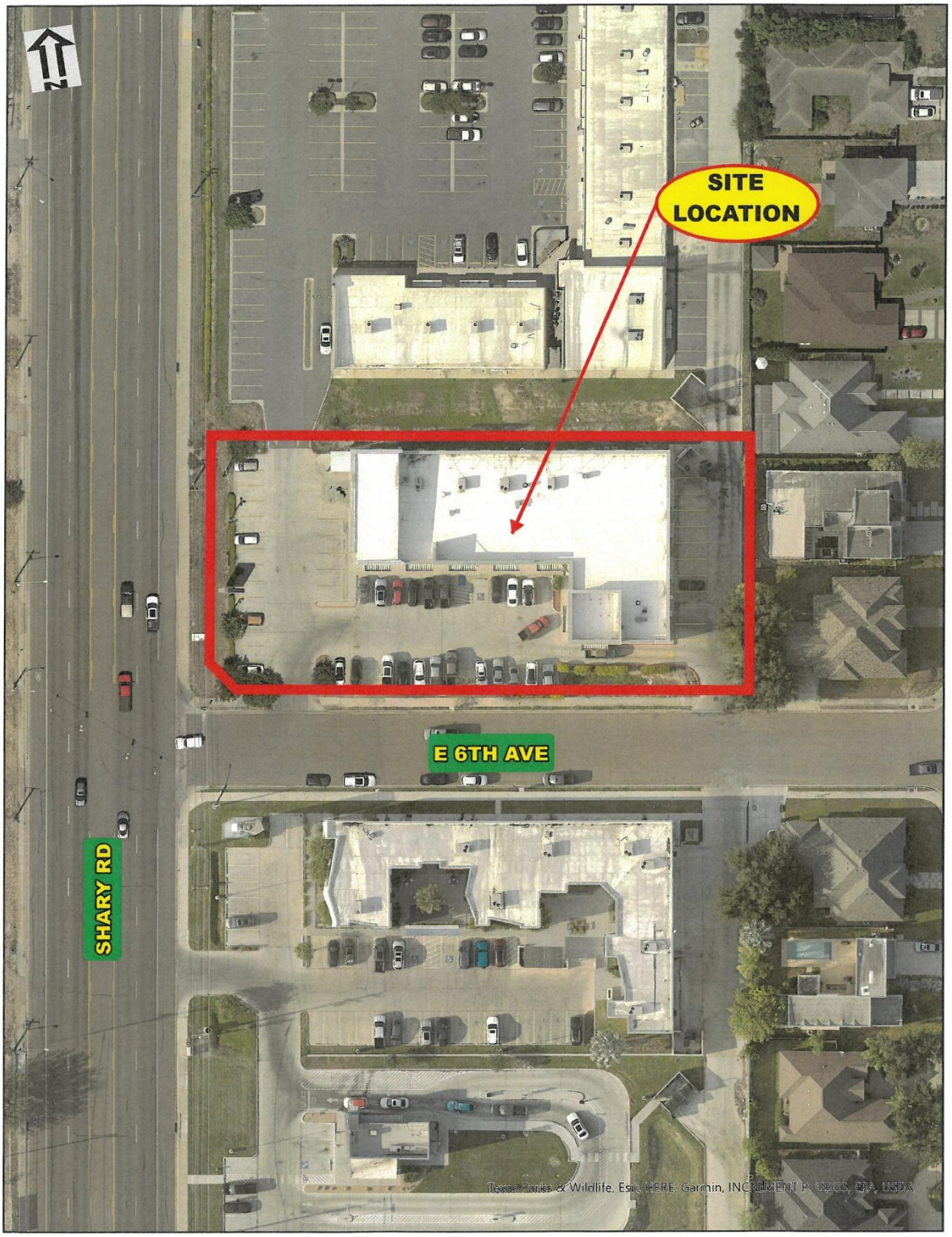
EXHIBIT “A”


SITE LOCATION
E 6TH AVE
SHARY RD
Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, FSA, USDA

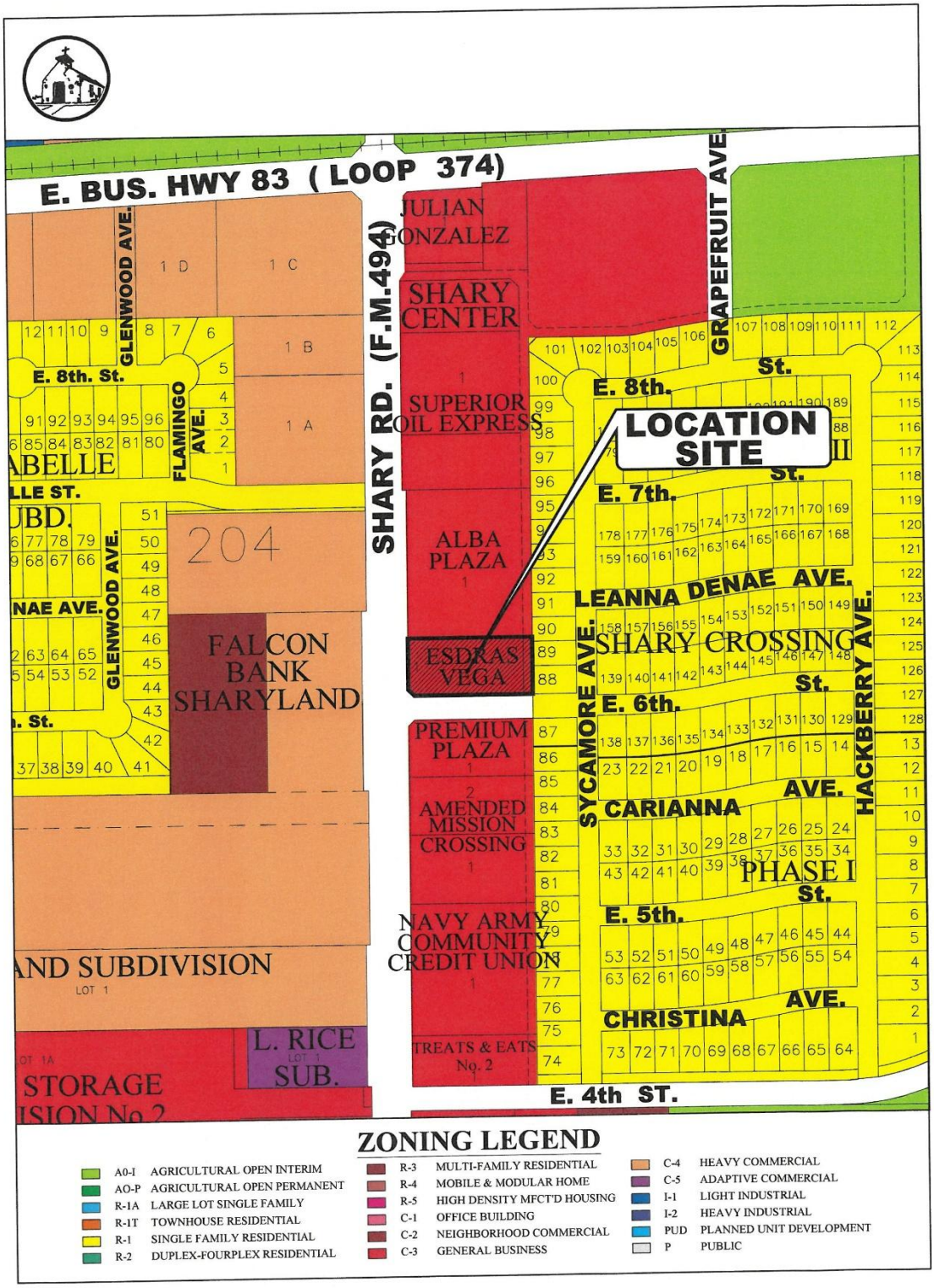
LEGAL NOTICE MAP



AERIAL MAP


SITE LOCATION
E 6TH AVE
SHARY RD
Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, FA, USDA

ZONING MAP


E. BUS. HWY 83 (LOOP 374)
SHARY RD. (F.M.494)
GRAPEFRUIT AVE
GLENWOOD AVE.
FLAMINGO AVE.
SYCAMORE AVE.
HACKBERRY AVE.
LEANNA DENAE AVE.
CARIANNA AVE.
CHRISTINA AVE.
E. 8th. St.
E. 7th. St.
E. 6th. St.
E. 5th. St.
E. 4th ST.
LOCATION SITE
JULIAN GONZALEZ
SHARY CENTER
SUPERIOR OIL EXPRESS
ALBA PLAZA
ESDRAS VEGA
PREMIUM PLAZA
AMENDED MISSION CROSSING
NAVY ARMY COMMUNITY CREDIT UNION
TREATS & EATS No. 2
FALCON BANK SHARYLAND
204
SHARY CROSSING
PHASE I
L. RICE SUB.
STORAGE
ZONING LEGEND
A0-I AGRICULTURAL OPEN INTERIM
AO-P AGRICULTURAL OPEN PERMANENT
R-1A LARGE LOT SINGLE FAMILY
R-1T TOWNHOUSE RESIDENTIAL
R-1 SINGLE FAMILY RESIDENTIAL
R-2 DUPLEX-FOURPLEX RESIDENTIAL
R-3 MULTI-FAMILY RESIDENTIAL
R-4 MOBILE & MODULAR HOME
R-5 HIGH DENSITY MFCT'D HOUSING
C-1 OFFICE BUILDING
C-2 NEIGHBORHOOD COMMERCIAL
C-3 GENERAL BUSINESS
C-4 HEAVY COMMERCIAL
C-5 ADAPTIVE COMMERCIAL
I-1 LIGHT INDUSTRIAL
I-2 HEAVY INDUSTRIAL
PUD PLANNED UNIT DEVELOPMENT
P PUBLIC

EXTERIOR PHOTO



INTERIOR PHOTOS





MENU

Appetizer



Gyoza(6p) 7
pork & vegetables



Ika Sansai 7
(Calamari)
ginger, seaweed



Hiya-Yakko 6
(Cold Tofu)
bonito flakes, scallions, soy sauce



Wakame 5
(Seaweed)



Fried Oyster(4p) 8



Karaage 6
Japanese style boneless fried chicken



Taco-Yaki(5p) 9
fried octopus balls w/ bonito flakes



Ebi Tempura(5p) 8



Edamame stick(8p) 6
fried soybeans wrapped in a crispy spring roll skin



Garlic fried potato 6
Waffle Potato Fries, garlic flakes



Croquette 6
Deep fried mashed potato
Homemade katsu sauce



Kakiage 5
deep-fried vegetables



Shumai(5p) 6
*Steamed **shrimp** dumplings*



Shrimp pops 6
*Fried breaded **Shrimp***



Edamame 5

Foods that may cause allergic reactions are indicated in **bold**

MENU

Ramen うーメン



Spicy Seafood 🌶🌶🌶 **15**
*pork, garlic, **shrimps**, **clams**, **egg***
***mussels**, vegetables, green onion*



Creamy Rose 16
*chicken, **shrimp**, garlic*
*tomato, **milk**, **egg**, vegetables*
***mussels**, **clams**, corn*



Shrimp 14
***shrimp**, **egg**, garlic flakes*
Vegetables, green onion



Curry 🌶 **14**
chicken, croquette, vegetables
sweet corn



Miso 14
pork, miso, fish cake, vegetables
***egg**, corn, green onion*



Chicken 13
*chicken, vegetables, **egg***
garlic flakes, green onion

Foods that may cause allergic reactions are indicated in **bold**

MENU

K – Food 한국음식

Korean Fried Chicken

Deep-fried battered chicken wings with signature sauces

L 16pc S 8pc



	L	S
Plain	24	13
★ Sweet Chili	26	14
Soy garlic		
White Onion		
Sweet Chili Garlic		

* Extra. Sauce(2oz)	1.5
* Coleslaw(Cabbage salad)	2.5



Soon Dubu 13

Extra soft tofu, vegetables, spicy chili oil & powder, pork **mussel, shrimp, egg** in a hot pot w/ side of steamed rice

Pork / Chicken	12
Non seafoods	
Beef	14
Non seafoods	
Seafood	14
shrimps, mussels, clams, egg *vegetables, green onion*	

Foods that may cause allergic reactions are indicated in **bold**

MENU

Donburi どんぶり
Japanese Rice Bowl

Katsu Curry-Don 16
Japanese-style curry with Katsu
onion, potato, carrot, cabbage, garlic



★ **Bulgogi-Don** 15
Korean-style thinly sliced beef
garlic, onion, cabbage, sugar
sesame oil



Gyu-Don 14
Japanese-style thinly sliced beef
***egg**, cabbage, onion, pickled ginger*



Spicy pork-Don 14
Korean-style sliced spicy pork
Gochuhjang(chili paste), onion, garlic,
cabbage, sesame oil



Foods that may cause allergic reactions are indicated in **bold**

MENU

Ramenうーメン



Spicy 🌶🌶🌶 **13**
pork, vegetables, ***egg****,* ***mussels***
green onion



Kimchi **13**
pork, kimchi, vegetables, ***egg***
garlic, green onion



Tomato **13**
chicken, tomato, vegetables
egg, mussels*, garlic*

Extra

Small Katsu	7
Extra Noodle	5
Please order with your order	
Stir-fried Kimchi	3
Steamed Rice	2.5
Egg	1.5
Meat (Pork or Chicken)	4
Croquette(1p)	3.5
Shrimp	1.25
Mussels(3p)	1
Fish cake(2p)	0.5
Corn	0.5

*** Spicy flavor available**

Foods that may cause allergic reactions are indicated in **bold**

TABC APPLICATION

4/29/26, 11:58 AM

Public Inquiry System

Back | Export to Excel

Print Results

Master File Id:	2100043052		
Legacy CLP:	BG1025235		
License Type:	BG		
License Id:	105775521		
Trade Name:	HANS KATSUYA		
Owner:	THE BAB LLC		
Location Address:	600 N SHARY RD STE D Mission , TX 785728301 UNITED STATES	**Mailing Address:**	600 N. Shary Rd STE D Mission , TX 785728301 United States
County:	Hidalgo	**Original Issue Date:**	8/1/2018
License Status:	Active	**Current Issued Date:**	7/16/2024
Location Phone No.:		**Status Change Date:**	7/16/2024
		Expiration Date:	7/31/2026

Wine Percent: Upto 17%

Gun Sign:

Subordinates (list): FB

MAILOUT LIST

PROP_ID	name	addrDelive	addrCity	addrState	addrZip	legalDes_1
684554	REGO MARIA A & RAFAEL A	2420 E 6TH AVE	MISSION	TX	78572-1961	SHARY CROSSING PH 2 LOT 138
684555	CISNEROS KRYSTAL NALLEY	2421 E 6TH AVE	MISSION	TX	78572-1962	SHARY CROSSING PH 2 LOT 139
684493	RIOS REYNOL & MARIA	515 SYCAMORE AVE	MISSION	TX	78572-1925	SHARY CROSSING PH 2 LOT 87
684504	MARTINEZ ENRIQUE C & VERONICA M	601 SYCAMORE AVE	MISSION	TX	78572-1978	SHARY CROSSING PH 2 LOT 88
684505	RODRIGUEZ ILEANA	603 SYCAMORE AVE	MISSION	TX	78572	SHARY CROSSING PH 2 LOT 89
684506	MARTINEZ ANNETTE	605 SYCAMORE AVE	MISSION	TX	78572-1978	SHARY CROSSING PH 2 LOT 90
684575	NUNEZ JOSE ANTONIO OVIEDO	2421 LEANNE DENAE AVE	MISSION	TX	78572-1964	SHARY CROSSING PH 2 LOT 159
684489	MARES GLORIA C	511 SYCAMORE AVE	MISSION	TX	78572-1925	SHARY CROSSING PH 1 LOT 85
684508	GONZALEZ ARMANDO F JR	1702 JONATHON DR	MISSION	TX	78572-8564	SHARY CROSSING PH 2 LOT 92
684574	CASTELLANOS SILVIA LUCERO LAM	2420 LEANNA DENAE AVE	MISSION	TX	78572-1975	SHARY CROSSING PH 2 LOT 158
684490	GARZA PERLA MARLEN & CHRISTIAN AUGUSTO NORIEGA	513 SYCAMORE AVE	MISSION	TX	78572	SHARY CROSSING PH 1 LOT 86
684507	GUERRERO NANCY GONZALEZ	607 SYCAMORE AVE	MISSION	TX	78572-1978	SHARY CROSSING PH 2 LOT 91
684509	ESTRADA OMAR A	611 SYCAMORE AVE	MISSION	TX	78572-1978	SHARY CROSSING PH 2 LOT 93
20827570	NEW MILLENNIUM L INVESTMENTS INC	711 W NOLANA 103 M	MCALLEN	TX	78504	FALCON BANK-SHARYLAND ROAD LOT 1
685429	LERMA MIGUEL & LOURDES	2426 E 21ST	MISSION	TX	78572-3391	JOHN H SHARY E520.56'-N251.04'-S693.03'-LOT 204 3.00 AC GR 2.71 AC NET
960387	YAMELS LLC	2000 WESTMINSTER CIR	BROWNSVILLE	TX	78521-3666	ESDRAS VEGA LOT 1
1070342	FLORES NORMA YOLANDA	4410 SIERRA DRIVE	PALMHURST	TX	78573-0409	PREMIUM PLAZA LOT 1
1471062	PRO HOME INVESTMENTS LLC	200 S 10TH ST STE 1601-A	MCALLEN	TX	78501-4859	ALBA PLAZA S140.33' LOT 1
625924	STATE OF TEXAS					
1238655	PRO HOME INVESTMENTS LLC	200 S 10TH ST STE 1601-A	MCALLEN	TX	78501-4859	ALBA PLAZA N223.32' LOT 1

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 26, 2026

PRESENTED BY: Anna Carrillo, City Secretary

AGENDA ITEM: Approval of Minutes – Carrillo
Regular Meeting – May 12, 2026

NATURE OF REQUEST:

See attached minutes

BUGETED: Yes / No / N/A **FUND:** _____ **ACCT. #:** _____

BUDGET: $ _____ **EST. COST:** $ _____ **CURRENT BUDGET BALANCE:** $ _____

BID AMOUNT: $ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JPT* / *AG*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

CITY OF MISSION

CITY COUNCIL REGULAR MEETING
MISSION CITY HALL
MAY 12, 2026 at 4:30 PM

MINUTES

PRESENT:
Norie Gonzalez Garza, Mayor
Ruben D. Plata, Mayor Pro-Tem
Jessica Ortega, Councilwoman
Marissa Ortega-Gerlach, Councilwoman
Alberto Vela, Councilman
Eden Ramirez Jr., City Attorney
Anna Carrillo, City Secretary
Juan Pablo Terrazas, Co-Interim City Manager
Andy Garcia, Co-Interim City Manager

ABSENT:

ALSO PRESENT:
Christie Gonzalez
Mario Cantu
Toni Chapa
Juely May
Richard Lacklan
Chris Lemke
Ann Camarillo
Karen McNaller
Amador Garcia
Juan Cantu

STAFF PRESENT:
Anais Chapa, Assistant City Secretary
Noemi Munguia, Human Resources Director
Cesar Torres, Chief of Police
Vidal Roman, Finance Director
Xavier Cervantes, Planning Director
Alex Hernandez, Asst Planning Director
Ruben Hernandez, Media Relations
Nereyda Peña, Asst. Human Resources Dir.
Teclo Garcia, MEDC CEO
Candace Rodriguez, MEDC
Michael Silva, Fire Chief
Michael Elizalde, Dir. Of Grants & Strategic Dev.
Brad Bentsen, Parks & Recreation Director
Cynthia Lopez, Museum Director
Joe Enriquez, Utility Billing & Collections Manager
Jose Cavazos, Police Officer

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Mayor Norie Gonzalez Garza called the meeting to order at 4:32 p.m.

INVOCATION AND PLEDGE ALLEGIANCE

Pastor Chaplain Alexis Templeton led the invocation and Pledge of Allegiance

DISCLOSURE OF CONFLICT OF INTEREST

Mayor Norie Gonzalez Garza had one on file for agenda item 10 as she was the owner of the property, and also had one on file for agenda item 22 since she was the president of LRGVDC.

PRESENTATIONS

1. Proclamation - Motorcycle Safety Awareness Month – Carrillo

Councilwoman Jessica Ortega moved to approve the Proclamation – Motorcycle Safety Awareness Month. Motion was seconded by Councilwoman Marissa Gerlach and approved unanimously 5-0.

2. Presentation by Veteran's Land Board - National Cemetery Administration Operational Excellence Award – Hernandez

Mary Hernandez, RGV State Veteran's Cemetery Director, introduced Dr. John Kelley from the Veterans Land Board. Mr. Kelley recognized the RGV Veterans State Cemetery for receiving the National Cemetery Administration Operational Excellence Award. This award was given based off of a very meticulous set of standards that are set at the national level. The Veteran's Cemetery exceed the national standard with their superior performance. Dr. Kelley was appreciative of the Director, Ms. Mary Hernandez and her staff for their understanding of the standards set for our veterans and for exceeding those standards. They had also created a "Texas Star of Excellence" award to give to the cemetery so that they could display it alongside their national recognition.

3. Proclamation - Stroke Awareness Month – Carrillo

Mayor Pro Tem Ruben Plata moved to approve the Proclamation – Stroke Awareness Month. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

4. Proclamation - Mental Health Awareness Month – Carrillo

Mayor Pro Tem Plata moved to approve the Proclamation – Mental Health Awareness Month. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

5. Proclamation - Emergency Medical Services Week – Silva

Mayor Pro Tem Plata moved to approve the Proclamation – Emergency Medical Services Week. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

6. Proclamation - National Police Week – Torres

Mayor Pro Tem Plata moved to approve the Proclamation – National Police Week. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

7. Departmental Reports – Terrazas / A. Garcia

Mayor Pro Tem Plata moved to approve the departmental reports as presented. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

8. Citizen's Participation on Specific Agenda Items – Garza

Anna Camarillo, 2116 Pecos Street, spoke in reference to item 28. She thanked the council for taking this matter into consideration and taking the time to investigate the issue. They have had issues in the past to include close calls with young children playing. They would like to request that speed humps be installed, and the community was very supportive of this.

Chris Lemcke, 2116 Pecos Street, spoke in regards to item 28. He understood that it was a rigorous process, and he was appreciative for the consideration. The area was a bit challenging as there were many streets and cul-de-sacs as well as high traffic passing through. They have received a lot of signatures in favor of the speed humps being installed.

A concerned citizen and resident of the Cimarron area spoke in reference to item 28. He was concerned about the possible installation of speed humps. They were waiting for the golf course

to be reopened, and he stated that golf carts going over the speed humps was terrible and ten times worse than in a car. He asked that the council postpone the survey until after the golf course was reopened.

ANNOUNCEMENTS - CITY COUNCIL / CITY MANAGER

City Manager – No Comments.

City Council – No Comments.

Mayor – No Comments.

PUBLIC HEARING

PLANNING & ZONING RECOMMENDATIONS

9. Conduct a public hearing and consideration of a rezoning request from Duplex-Fourplex Residential District ("R-2") to Neighborhood Commercial District ("C-2"), being Lot 6, Block 75, Original Townsite of Mission Subdivision, located at 312 W. 4th Street. Applicant, Pedro A. Zamarron, Adoption of Ordinance #5809 - Cervantes

The applicant was requesting to rezone the subject property from Duplex-fourplex Residential District ("R-2") to Neighborhood Commercial District ("C-2") to occupy a former commercial establishment at the site. The code of ordinances stated that the main purpose of the neighborhood commercial zoning was to provide space and off-street parking in appropriate locations in proximity to residential areas, for commercial development catering to the convenience shopping and service needs of the occupants of nearby residences. The property was located at the Northeast corner of W. 4th Street and Cummings Avenue and measured 150 feet along 4th Street and 50 feet along Cummings Avenue for a total area of 7,500 square feet. The surrounding zones were Single-family Residential District (R-1) District to the North and East, Agricultural Open Interim (AO-I) to the South and Public (P) district to the West. The property had an abandoned 2-suite commercial building with a parking lot that accommodated ten (10) vehicles. The surrounding land uses included the single-family homes to the East and North, A water reservoir to the South and an irrigation canal to the West. The Future Land Use Map showed the property designated as Low density residential. The requested rezoning was not in line with the comprehensive plan designation but due that the property has a long history of commercial uses staff believed that Neighborhood Commercial zoning would complement the area. Notices were mailed to fourteen (14) surrounding property owners. Planning staff had not received any phone calls from the notice.

Staff and Co-Interim City Managers recommended approval.

Mayor Garza asked if there were any comments for or against the request.

There were no comments.

Mayor Pro Tem Plata moved to approve a rezoning request from Duplex-Fourplex Residential District ("R-2") to Neighborhood Commercial District ("C-2"), being Lot 6, Block 75, Original Townsite of Mission Subdivision, located at 312 W. 4th Street. Applicant, Pedro A. Zamarron, Adoption of Ordinance #5809. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5809

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A REZONING FOR BEING LOT 6, BLOCK 75, ORIGINAL TOWNSITE OF MISSION SUBDIVISION, LOCATED AT 312 W. 4TH STREET, FROM R-2 (DUPLEX-FOURPLEX RESIDENTIAL DISTRICT) TO C-2 (NEIGHBORHOOD COMMERICAL DISTRICT)

10. Conduct a public hearing and consideration of a rezoning request from Duplex-Fourplex Residential District ("R-2") to Office Building District ("C-1"), being all of Lot 1, Block 4, and a 0.213 gross acre tract of land, being a portion of that abandoned and vacated Bryce Drive between Blocks 3 & 4, Bryan Park Addition Subdivision, located along the East side of Bryan Road approximately 1,500 feet North of U.S. Business 83. Applicant, Series 3-Rentals c/o Noralinda Gonzalez Garza, Adoption of Ordinance #5810 - Cervantes

The applicant was requesting to rezone the subject property from Duplex-Fourplex Residential District ("R-2") to Office Building District ("C-1") to develop an office complex. The code of ordinances stated that the main purpose of the office building zoning was to provide office uses, office sales uses and certain personal services of a nature that would not have a blighting effect on adjacent residential areas. The property measured 88 feet along Bryan Road and had a depth of 300 feet along the South side and 310 feet along the North side for a total area of 0.613 acres. The surrounding zones were Duplex-Fourplex Residential District (R-2) to the North, Large Lot Single Family (R-1A) District to the East, Single-family Residential (R-1) District to the South, and Office Building (C-1) to the West. There were Multifamily Residential (R-3) and Public (P) Districts in the vicinity. The property was vacant. The surrounding land uses were vacant properties to the North and south, a single-family home to the East and an apartment complex to the West. In addition, the Mission ISD administrative offices were located to the Northwest. The Future Land Use Map showed the property designated for lower density residential uses. The requested rezoning was not in line with the comprehensive plan designation, but staff found the area to be in transition to light commercial uses. Notices were mailed to sixteen (16) surrounding property owners. Planning staff received no phone calls from the surrounding property owners.

Staff and Co-Interim City Managers recommended approval.

Mayor Garza asked if there were any comments for or against the request.

There were no comments.

Mayor Pro Tem Plata moved to approve a rezoning request from Duplex-Fourplex Residential District ("R-2") to Office Building District ("C-1"), being all of Lot 1, Block 4, and a 0.213 gross acre tract of land, being a portion of that abandoned and vacated Bryce Drive between Blocks 3 & 4, Bryan Park Addition Subdivision, located along the East side of Bryan Road approximately 1,500 feet North of U.S. Business 83. Applicant, Series 3-Rentals c/o Noralinda Gonzalez Garza, Adoption of Ordinance #5810. Motion was seconded by Councilman Vela and approved 4-0., with Mayor Garza abstaining.

ORDINANCE NO. 5810

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A REZONING FOR BEING ALL OF LOT 1, BLOCK 4, AND A 0.213 GROSS ACRE TRACT OF LAND, BEING A PORTION OF THAT ABANDONED AND VACATED BRYCE DRIVE BETWEEN BLOCKS 3 & 4, BRYAN PARK ADDITION SUBDIVISION, LOCATED ALONG THE EAST SIDE OF BRYAN ROAD APPROXIMATELY 1,500 FEET NORTH OF U.S. BUSINESS

83, FROM R-2 (DUPLEX-FOURPLEX RESIDENITAL DISTRICT) TO C-1 (OFFICE BUILDING DISTRICT)

11. Conduct a public hearing and consideration of a rezoning request from Multi-family Residential District ("R-3") to General Business District ("C-3"), being an 11.43 acre tract of land, being a portion of a 22.380 acre tract of land situated in Porcion 55, being a part of Lot 25-6 of the West Addition to Sharyland Subdivision, located along the North side of W. Griffin Parkway approximately 760 feet West of N. Conway Avenue. Applicant, Yen W. Lai - Cervantes, Adoption of Ordinance #5811 - Cervantes

The applicant was requesting to rezone the subject property from Multi-family Residential District ("R-3") to General Business District ("C-3") for a commercial development at the site. The tract of land had 11.43 acres in area and measured 827.13 feet East-West and measured 1,058.89 feet North-South. The surrounding zones were General Business (C-3) District to the East, South and West and Agricultural Open Interim (AO-I) District to the North. The surrounding land uses included Carmelita's restaurant, Paris Bakey and Move it Storage to the West. To the East the surrounding land uses included Starbucks coffee, ER 24/7, Wells Fargo Bank, Burger King and El Pollo Loco. The property was vacant. The Future Land Use Map showed the property designated for general commercial uses. The requested rezoning was in-line with the comprehensive plan designation. Notices were mailed to seven (7) surrounding property owners. Planning staff received no phone calls in opposition to the rezoning.

Staff and Co-Interim City Managers recommended approval.

Mayor Garza asked if there were any comments for or against the request.

There were no comments.

Mayor Pro Tem Plata commented that he would like to come up with a study when issuing C3 zonings. He would like to see what type of businesses were being proposed so that the city could have some input.

Councilman Alberto Vela moved to approve a rezoning request from Multi-family Residential District ("R-3") to General Business District ("C-3"), being an 11.43 acre tract of land, being a portion of a 22.380 acre tract of land situated in Porcion 55, being a part of Lot 25-6 of the West Addition to Sharyland Subdivision, located along the North side of W. Griffin Parkway approximately 760 feet West of N. Conway Avenue. Applicant, Yen W. Lai - Cervantes, Adoption of Ordinance #5811. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

ORDINANCE NO. 5811

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A REZONING FOR BEING AN 11.43 ACRE TRACT OF LAND, BEING A PORTION OF A 22.380 ACRE TRACT OF LAND SITUATED IN PORCION 55, BEING A PART OF LOT 25-6 OF THE WEST ADDITION TO SHARYLAND SUBDIVISION, LOCATED ALONG THE NORTH SIDE OF W. GRIFFIN PARKWAY APPROXIMATELY 760 FEET WEST OF N. CONWAY AVENUE, FROM R-3 (MULTI-FAMILY RESIDENTIAL DISTRICT) TO C-3 (GENERAL BUSINESS DISTRICT)

12. Conduct a public hearing and consideration of a Conditional Use Permit to allow a Mobile Food Unit – Sushi Crunch in an approved Food Truck Park, being the West ½ of Lots 7 & 8, Block 176, Mission Original Townsite Subdivision, in a (C-4) Heavy

Commercial District, located at 307 W. Tom Landry Street, Space A. Applicant: Janeth Mendez, Adoption of Ordinance #5812 - Cervantes

The site was located 75 feet West of N. Perkins Avenue along the North side of W. Tom Landry Street. Pursuant to Section 1.56 (11)(H) of the City of Mission Code of Ordinances, a Mobile Food Park required the approval of a conditional use permit by the City Council. The applicant proposed to place an 8-foot by 18-foot mobile food unit in a mobile food park to sell Sushi. The proposed hours of operation were as followed: Monday through Sunday from 10:00 a.m. to 12:00 am. Staff: 2 employees. Parking: The site had 9 parking stalls and 5 additional parking stalls with written approval behind the West Side Liquor Store to use their parking lot in case of any overflow. Staff noted that this property was located within the Mission Central Business District, thus exempt from parking requirements. The Planning Staff had not received any objections to the request from the surrounding property owners. Staff mailed out (19) legal notices to the surrounding property owners.

In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval as were needed to ensure that a use requested by a conditional use permit was compatible and complementary to adjacent properties.

Staff and Co-Interim City Managers recommended approval subject to the following conditions: Approval for a 1-year re-evaluation to assess this new operation; Must comply with all City Codes (Building, Fire, Health, etc.), Hours of operation were every day from 10:00 am to 12:00 am; Must comply with the noise ordinance; Acquisition of a business license before occupancy; CUP was not transferable to others .

Mayor Garza asked if there were any comments for or against the request.

There were no comments.

Mayor Pro Tem Plata moved to approve a Conditional Use Permit to allow a Mobile Food Unit – Sushi Crunch in an approved Food Truck Park, being the West ½ of Lots 7 & 8, Block 176, Mission Original Townsite Subdivision, in a (C-4) Heavy Commercial District, located at 307 W. Tom Landry Street, Space A. Applicant: Janeth Mendez, Adoption of Ordinance #5812. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5812

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT TO ALLOW A MOBILE FOOD UNIT – SUSHI CRUNCH IN AN APPROVED FOOD TRUCK PARK, BEING THE WEST ½ OF LOTS 7 & 8, BLOCK 176, MISSION ORIGINAL TOWNSITE SUBDIVISION, IN A (C-4) HEAVY COMMERCIAL DISTRICT, LOCATED AT 307 W. TOM LANDRY STREET, SPACE A

13. Conduct a public hearing and consideration of the adoption of Ordinance No. 5813 amending the City of Mission Code of Ordinances Chapter 98 - Subdivisions, Article VI – Fees and Charges, Section 98-272- Inspection fees by Amending the Fees for Subdivision Infrastructure Inspections for Geotechnical Lab Testing. Applicant: City of Mission – Cervantes

In 2025, the City amended the Code to charge for geotechnical testing based on a cost estimate from the geotechnical firm the City has under contract. The subdivision developer was required to pay the estimate during the preconstruction meeting. Due to possible conflicts of interests, the City desired to pay for any possible re-inspection fees. The proposal was to charge a 15 percent

contingency fee from the initial cost estimate to pay for those possible expenses. Any funds leftover after the project was completed would be refunded to the developer.

Staff and Co-Interim City Managers recommended approval.

Mayor Garza asked if there were any comments for or against the request.

There were no comments.

Mayor Garza asked what actions the city would take if 15% was not enough.

Mr. Cervantes stated that they would contact the developer if there were to be additional funding needed.

Mr. JP Terrazas also stated that they would not record anything until all the fees were paid in full.

Councilman Vela moved to approve Ordinance No. 5813 amending the City of Mission Code of Ordinances Chapter 98 - Subdivisions, Article VI – Fees and Charges, Section 98-272- Inspection fees by Amending the Fees for Subdivision Infrastructure Inspections for Geotechnical Lab Testing. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

ORDINANCE NO. 5813

AN ORDINANCE AMENDING THE CITY OF MISSION CODE OF ORDINANCES CHAPTER 98-SUBDIVISIONS, ARTICLE VI -FEES AND CHARGES, SECTION 98-272 – INSPECTION FEES BY AMENDING THE FEES FOR SUBDIVISON INFRASTRUCTURE INSPECTIONS FOR GEOTECHINCAL LAB TESTING; PROVIDING REPEALER CLAUSE; PROVIDING SEVERABILITY CLAUSE; PROVIDING EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION

14. Conduct a public hearing and consideration of the adoption of Ordinance No. 5814 amending the City of Mission Code of Ordinances Appendix A – Zoning, Article VIII – Use Districts and Conditional Uses, Section 1.37 – R-1A (Large Lot Single Family Residential District), Subsection (3) Conditional Uses, Section 1.371 - R-1 (Single Family Residential District), Subsection (3) Conditional Uses, Section 1.372 – R-1T (Townhouse Residential District), Subsection (3) Conditional Uses, Section 1.38 – R-2 (Duplex-Fourplex Residential District), Subsection (3) Conditional Uses, Section 1.39 – R-3 (Multi-Family Residential District), Subsection (3) Conditional Uses, and Section1.40 (Mobile Home and Modular Home District), Subsection (3) Conditional Uses, Section 1.44(A) – C-5 (Adaptive Commercial District), Subsection (3) Conditional Uses, Section 1.45 – I-1 (Light Industrial District), Subsection (3) Conditional Uses, Section 1.46 – I-2 (Heavy Industrial District), Subsection (3) Conditional Uses, Section 1.47 - PUD (Planned Unit Development), Subsection (2) Permitted Uses by Adding Telephone, Radio, Television and/or Other Communications Towers as a Conditional Use. Applicant: City of Mission – Cervantes

As demand for reliable wireless communication continued to grow, municipalities were increasingly challenged to balance infrastructure needs with neighborhood compatibility. Expanding coverage for cellular and broadband services was critical to support public safety, economic development, remote work, education, and overall quality of life. Currently, telecommunication towers were often restricted to non-residential zoning districts, which could limit service coverage and create gaps in connectivity, particularly in underserved or rapidly developing residential areas. To address these challenges, it was proposed that telecommunications towers be considered as a Conditional Use within residential zones.

Allowing telecommunication towers through a conditional use process provided the City with discretionary authority to evaluate each application on a case-by-case basis. This ensured that proposed towers met clearly defined criteria related to location, design, height, setbacks, aesthetics, safety, and potential impacts on surrounding properties. Additional conditions may be imposed to minimize visual impacts, encourage co-location of multiple providers, and ensure compliance with federal and state regulations. This approach promoted a balanced solution supporting modern infrastructure needs while preserving neighborhood character and protecting property values. It also provided transparency and public input opportunities through the conditional use permitting process. Amending the ordinance to allow telecommunication towers with a conditional use permit in residential and industrial zones allowed the City to proactively address connectivity demands while maintaining appropriate local control and safeguarding community interests.

Staff and Co-Interim City Managers recommended approval.

Mayor Garza asked if there were any comments for or against the request.

Juan Cantu, 2707 N. Conway, president of Wagon City North stated that he had requested this for the residents of his community. He was trying to lower costs for the senior citizens in his community. The addition of this tower would lower the costs for residents by $200 per year. This tower would also only be used for the residents living within Wagon City.

Mayor Pro Tem Plata moved to approve Ordinance No. 5814 amending the City of Mission Code of Ordinances Appendix A – Zoning, Article VIII – Use Districts and Conditional Uses, Section 1.37 – R-1A (Large Lot Single Family Residential District), Subsection (3) Conditional Uses, Section 1.371 - R-1 (Single Family Residential District), Subsection (3) Conditional Uses, Section 1.372 – R-1T (Townhouse Residential District), Subsection (3) Conditional Uses, Section 1.38 – R-2 (Duplex-Fourplex Residential District), Subsection (3) Conditional Uses, Section 1.39 – R-3 (Multi-Family Residential District), Subsection (3) Conditional Uses, and Section1.40 (Mobile Home and Modular Home District), Subsection (3) Conditional Uses, Section 1.44(A) – C-5 (Adaptive Commercial District), Subsection (3) Conditional Uses, Section 1.45 – I-1 (Light Industrial District), Subsection (3) Conditional Uses, Section 1.46 – I-2 (Heavy Industrial District), Subsection (3) Conditional Uses, Section 1.47 - PUD (Planned Unit Development), Subsection (2) Permitted Uses by Adding Telephone, Radio, Television and/or Other Communications Towers as a Conditional Use. Applicant: City of Mission. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

ORDINANCE NO. 5814

AN ORDINANCE AMENDING THE CITY OF MISSION CODE OF ORDINANCES APPENDIX A – ZONING, ARTICLE VIII – USE DISTRICTS AND CONDITIONAL USES, SECTION 1.37 – R-1A (LARGE LOT SINGLE FAMILY RESIDENTIAL DISTRICT), SUBSECTION (3) CONDITIONAL USES, SECTION 1.371 – R-1 (SINGLE FAMILY RESIDENTIAL DISTRICT), SUBSECTION (3) CONDITIONAL USES, SECTION 1.372 – R-1T (TOWNHOUSE RESIDENITAL DISTRICT), SUBSECTION (3) CONDITIONAL USES, SECTION 1.38 – R-2 (DUPLEX-FOURPLEX RESIDENTIAL DISTRICT), SUBSECTION (3) CONDITIONAL USES, SECTION 1.39 – R-3 (MULTI-FAMILY RESIDENTIAL DISTRICT), SUBSECTION (3) CONDITIONAL USES, AND SECTION 1.40 – R-4 (MOBILE HOME AND MODULAR HOME DISTRICT), SUBSECTION (3) CONDITIONAL USES, SECTION 1.44(A) – C-5 (ADAPTIVE COMMERCIAL DISTRICT), SUBSECTION (3) CONDITIONAL USES, SECTION 1.45 – I-1 (LIGHT INDUSTRIAL DISTRICT), SUBSECTION (3) CONDITIONAL USES, SECTION 1.46 – I-

2 (HEAVY INDUSTRIAL DISTRICT), SUBSECTION (3) CONDITIONAL USES, SECTION 1.47 – PUD (PLANNED UNIT DEVELOPMENT), SUBSECTION (2) PERMITTED USES BY ADDING TELEPHONE, RADIO, TELEVISION AND/OR OTHER COMMUNICATIONS TOWERS AS A CONDITIONAL USE, PROVIDING REPEALER CLAUSE; PROVIDING SEVERABILITY CLAUSE; PROVIDING EFFECTIVE DATE; AND PROVIDING FOR PUBLICATION

15. Conduct a public hearing and consideration of the adoption of Ordinance No. ____ amending the City of Mission Code of Ordinances Appendix A – Zoning, Article VIII – Use Districts and Conditional Uses, Section 1.43 – C-3 (General Business District), Subsection (3) Conditional Uses, Section 1.47 – PUD (Planned Unit Development District), Subsection (2) Permitted Uses by Adding Car Wash Establishments as a Conditional Use. Applicant: City of Mission – Cervantes

No action was taken on this item. It would be seen at the next meeting.

CONSENT AGENDA

All consent agenda items are considered routine by City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember requests an item be removed and considered separately. The City Council May Take Various Actions; Including But Not Limited To Rescheduling An Item In Its Entirety For A Future Date Or Time. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act

16. Approval of Minutes – Carrillo

Regular Meeting – April 28, 2026

17. Acknowledge Receipt of Minutes – Terrazas / A. Garcia

Parks & Recreation – March 10, 2026

Mission Economic Development Authority – January 22, 2026

Planning & Zoning Commission – March 18, 2026, April 1,2026

Civil Service Commission – February 26, 2026

18. Discussion and possible action on matters related to the approval of Resolution No. 2059 authorizing the Mission Police Department to submit an Agreement for the Temporary Closure of State Right-of-Way to the Texas Department of Transportation for the Speedy 5k run – Torres

The agreement was required by the Texas Department of Transportation for the closure of the northbound shoulder and lane of travel of FM 494 (Shary Road) from Victoria Drive to U.S. Business 83, and the eastbound shoulder and lane of travel of U.S. Business 83 from FM 494 to Taylor Road on Saturday, June 6th, 2026, from 5:00 a/m to 11:00a/m. The Mission Police Department would be responsible for securing the event route and will control traffic for the road closure, ensuring the safety of motorists, pedestrians, and all other participants involved.

RESOLUTION NO. 2059

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AUTHORIZING THE SUBMITTAL TO THE TEXAS DEPARTMENT OF TRANSPORTATION BY THE MISSION POLICE DEPARTMENT OF AN AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE

RIGHT OF WAY OF FM 494 (SHARY ROAD) (NORTHBOUND LANE AND SHOULDER) FROM VICTORIA DRIVE TO U.S. BUSINESS 83, AND U.S. BUSINESS 83 (EASTBOUND LANE AND SHOULDER) FROM FM 494 TO TAYLOR ROAD, FOR THE SPEEDY 5K EVENT AND AUTHORIZING THE ISSUANCE OF A PUBLIC PERMIT THEREFORE;

19. Discussion and possible action on matters related to Board Appointments – Building Board of Adjustments and "Keep Mission Beautiful" Beautification Committee – Carrillo

Building Board of Adjustments appoint Jaime Acevedo to replace Ken Jones who was unable to continue to serve. "Keep Mission Beautiful" Beautification Committee appoint Candace Rodriguez to the vacant position.

20. Discussion and possible action on matters related to authorization to solicit bids for Manholes Rehabilitation throughout the City of Mission. – Gonzalez

The City of Mission was seeking authorization to solicit bids for the replacement of eight (8) sanitary sewer manholes at various locations throughout the City related to CDBG award. The project scope included removal and replacement of existing manholes, pertinent pavement repair, and installation of related appurtenances necessary to complete the work. This project would improve the integrity and reliability of the sanitary sewer system and help prevent future maintenance issues and service disruptions.

21. Discussion and possible action on matters related to the authorization to accept grant funds from the Texas Department of Transportation for the FY 2026 Mini Grant – Click It or Ticket in the total amount of $9,903.57, with a 20% match accepted by TXDOT via in-kind match through fringe benefits and administrative costs – Torres

The Mission Police Department requested authorization to accept grant funds from the Texas Department of Transportation for the FY 2026 Mini Grant – Click It or Ticket, in the amount of $9,903.57. This grant would require an in-kind 20% match from the City of Mission, which was accepted by TXDOT through fringe benefits and administrative costs. This grant would support a two-week enforcement effort aimed at increasing seatbelt usage and reducing fatalities among unrestrained occupants.

22. Discussion and possible action on matters related to the acceptance of a grant award for the FY26-27 Regional Solid Waste Grant Program with the LRGVDC in the amount of $30,000 with a 10% cash match required of $3,000 committed – Elizalde

The Mission Sanitation Department had been awarded a grant with the Lower Rio Grande Valley Development Council for the FY2026-2027 Regional Solid Waste Grant Program. The total grant award was $30,000 and would allow the acquisition of a new building structure for its recycling drop-off center. The city would support a 10% cash match for a total of $3,000, which would be used to beautify the area. This would bring the total project to $33,000.

23. Discussion and possible action on matters related to a Second Amendment to Reimbursement Agreement between Mission Economic Development Corporation and the City of Mission – T. Garcia

On August 28, 2024, MEDC Board approved golf course improvements project funding as a part of their budget process in the amount of $250,000. On September 9, 2025, the MEDC requested a First Amendment to the Reimbursement Agreement for the allocation of additional funds in the amount of $65,000 for the construction of restrooms. This Second Amendment was for an additional funding of $185,000 for additional improvements to the golf course. Attached was the proposed Second Amendment to Reimbursement Agreement. The MEDC Board approved the

Second Amendment to Reimbursement Agreement at their Board meeting on April 29, 2026. A corresponding budget amendment would be taken before end of year.

24. Discussion and possible action on matters related to authorization to receive a donation of an Addressable Fire Alarm System training display from Absolute Services to the Mission Fire Department – Silva

Discussion and possible action on matters related to authorization to receive a donation of an Addressable Fire Alarm System training display from Absolute Services to the Mission Fire Department. The acceptance of this training display would enhance firefighter training by providing hands-on experience with modern fire alarm systems commonly found in commercial buildings. It would allow personnel to better understand system components, troubleshooting, and response procedures, improving their ability to quickly and effectively manage alarm activations and related emergencies in the field.

25. Discussion and possible action on matters related to authorization to receive a donation of two (2) 3000-gallon steel tanks from Rio Grande Juice Company to the Mission Fire Department – Silva

Discussion and possible action on matters related to authorization to receive a donation of two (2) 3000-gallon steel tanks from Rio Grande Juice Company to the Mission Fire Department. The acceptance of these two 3,000-gallon steel tanks would significantly enhance the Mission Fire Department's training capabilities by providing realistic, hands-on training props. These tanks can be used to simulate confined space rescues, hazardous materials incidents, and industrial fire scenarios, allowing personnel to train in environments that closely resemble real-world emergencies. Utilizing this equipment would improve firefighter safety, preparedness, and overall response effectiveness during complex incidents.

26. Discussion and possible action on matters related to soliciting qualifications for **a Comprehensive Utility Rate Study – Enriquez**

Staff was seeking authorization to solicit qualifications from firms to conduct a Comprehensive Utility Rate Study for the City of Mission. This comprehensive study would ensure equitable utility rates and future capital needs. This would include: water, sewer, drainage, brush and garbage rates.

Mayor Pro Tem Plata moved to approve all consent agenda items 16 thru 26 as presented. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

APPROVALS AND AUTHORIZATIONS

27. Discussion and possible action on matters related to the ratification of the solicitation of RFQs for Insurance Consulting Services, pursuant to direction provided by City Council at the April 28 meeting – Munguia

The City administered a self-funded employee health benefit plan and required specialized insurance consulting services to ensure effective plan management, cost containment, compliance with applicable regulations, and strategic guidance on benefit design. The proposed RFQ would invite qualified firms with demonstrated expertise in public-sector health benefits, insurance advisory services, and actuarial/financial analysis to submit statements of qualifications.

The selected consultant would assist the City with activities that may include, but are not limited to annual plan review, cost and utilization analysis, renewal and stop-loss negotiations,

benchmarking, compliance support, strategic planning, RFP review and recommendations to enhance the sustainability and competitiveness of the City's benefit program.

Staff was seeking authorization to solicit Request for Qualifications (RFQ's) from qualified firms to provide Insurance Consulting Services in support of the City's Self-Funded Employee Health Benefit Plan.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to ratify of the solicitation of RFQs for Insurance Consulting Services, pursuant to direction provided by City Council at the April 28 meeting. Motion was seconded by Councilman Vela and approved unanimously 5-0.

28. Discussion and possible action to direct the Police Chief, Fire Chief, and/or City Engineer to evaluate traffic conditions within the Cimarron subdivision for potential speed hump installation or other traffic control mechanism in accordance with City policy, and to bring findings and recommendations back to the Traffic Safety Committee and City Council – Torres

Concerns had been raised regarding multiple traffic accidents occurring within the Cimarron Subdivision. These incidents have prompted the need to assess current traffic conditions and determine whether additional traffic calming measures are warranted to improve public safety. Staff would conduct a comprehensive evaluation of traffic patterns, accident history, roadway conditions, and applicable criteria under existing City policy for the installation of speed humps or other traffic control devices.

Councilwoman Ortega moved to direct the Police Chief, Fire Chief, and/or City Engineer to evaluate traffic conditions within the Cimarron subdivision for potential speed hump installation or other traffic control mechanism in accordance with City policy, and to bring findings and recommendations back to the Traffic Safety Committee and City Council. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

29. Discussion and possible action on matters related to authorizing the Mayor to sign an Escrow Agreement between the City of Mission, Lone Star National Bank and Vanguard Academy for the construction of a right-turn lane at the intersection of Mile 2 and Stewart Roads associated with the construction of the Vanguard Academy Monet Campus along Stewart Road. Applicant: Vanguard Academy, Inc. – Cervantes

The City executed a Development Agreement on March 10, 2026 with Vanguard Academy for the construction of a right turn lane at the intersection of Mile 2 Road and North Stewart Road. The Development Agreement required Vanguard Academy to deposit funds for the construction of the turn lane into an Escrow Account. The opening of an escrow account required an Escrow Agreement to be executed by the Escrow Agent and the parties that have the right to receive funds from the escrow account. The Escrow Agreement outlined the steps that needed to be taken to withdraw funds from the account and ultimately close the account when the improvements are complete. The Escrow Agreement was created by the Escrow Agent, Lonestar National Bank, and had been reviewed and approved by the City Attorney for execution. The escrow amounts were the following: $21,284.00 for the purchase of the right-of-way; $20,000.00 for legal fees (if eminent domain is needed to acquire the right-of-way); and $65,975.50 for infrastructure expenses.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to authorize the Mayor to sign an Escrow Agreement between the City of Mission, Lone Star National Bank and Vanguard Academy for the construction of a right-turn lane at the intersection of Mile 2 and Stewart Roads associated with the construction of the Vanguard Academy Monet Campus along Stewart Road. Applicant: Vanguard Academy, Inc.. Motion was seconded by Councilman Vela and approved unanimously 5-0.

30. Discussion and possible action related to approval of selected site location for Wreaths Across America Memorial 5K Run/Walk and waiving of associated fees – Bentsen

Seeking approval of selected site location for “A Run to Remember”, Wreaths Across America Memorial 5 K Run/Walk and to waive any associated fees for said run. As all proceeds from this run would go towards the purchase of wreaths for Wreaths Across America, event organizers were seeking approval for this event to start inside Bentsen Palm Community Park and run along South Inspiration Road to, and inside Veterans Cemetery, out to Military Pkwy and returning to start point inside Bentsen Palm Community Park.

Staff and Co-Interim City Managers recommended approval.

Councilwoman Ortega moved to select site location for Wreaths Across America Memorial 5K Run/Walk and waiving of associated fees. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

31. Discussion and possible action on matters related to authorization to purchase portable radios from Motorola Solutions at a cost of $219,988.12 via Contract 17724-HGAC (TX)-RA05-21. Purchase will be made using CDBG Grant – Silva

Discussion and possible action on matters related to authorization to purchase portable radios from Motorola Solutions at a cost of $219,988.12 via Contract 17724-HGAC (TX)-RA05-21. Purchase would be made using CDBG Grant. The purchase of portable radios was necessary to ensure reliable communication during emergency responses and daily operations. These radios allow personnel to stay in constant contact, improve coordination with other agencies, and replace outdated equipment that may no longer meet safety and operational needs.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to purchase portable radios from Motorola Solutions at a cost of $219,988.12 via Contract 17724-HGAC (TX)-RA05-21. Purchase will be made using CDBG Grant. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

32. Discussion and possible action on matters related to authorization to enter a student affiliation agreement between Acadian Ambulance Service, Inc. dba The National EMS Academy and Mission Fire Department – Silva

Discussion and possible action on matters related to authorizing the Mission Fire Department to enter into a Student Affiliation Agreement with Acadian Ambulance Service, Inc., dba The National EMS Academy. This agreement would establish the terms and conditions under which students may participate in clinical rotations, ride-outs, and hands-on training within the department. The partnership was intended to support workforce development, enhance training opportunities, and ensure compliance with all applicable policies, procedures, and liability requirements for both organizations.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to enter a student affiliation agreement between Acadian Ambulance Service, Inc. dba The National EMS Academy and Mission Fire Department. Purchase would be made using CDBG Grant. Motion was seconded by Councilman Vela and approved unanimously 5-0.

33. Discussion and possible action on matters related to adoption of Ordinance # 5815 establishing a Budget Policy for the City of Mission – A. Garcia

The City currently operated without a formally adopted comprehensive budget policy framework. Establishing a written Budget Policy would promote financial discipline, improve long-term planning, strengthen reserve practices, and enhance accountability in the use of public funds. The proposed policy outlined guiding principles for conservative budgeting, established a structured annual budget process, defined reserve funding expectations, and implements post-adoption controls and quarterly review procedures. Consideration of adopting a formal Budget Policy to guide the City's financial planning, improve fiscal sustainability, and address prior concerns related to spending practices and structural balance.

Staff and Co-Interim City Managers recommended approval.

Councilwoman Gerlach moved to adopt Ordinance # 5815 establishing a Budget Policy for the City of Mission. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

ORDINANCE NO. 5815

AN ORDINANCE OF THE CITY OF MISSION, TEXAS, ADOPTING A FORMAL BUDGET POLICY; ESTABLISHING GUIDELINES FOR FINANCIAL MANAGEMENT, RESERVE PRACTICES, AND THE ANNUAL BUDGET PROCESS; PROVIDING FOR IMPLEMENTATION AND ADMINISTRATION; AND PROVIDING FOR AN EFFECTIVE DATE

34. Discussion and possible action on matters related to presentation of unaudited Financial Statements for the month of January 2026 – Roman

Unaudited Financial Statements for month of January 2026.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata commented that we were already in May, and we were barely being presented the financials for January.

Mr. Vidal Roman, Finance Director, stated that the audit was proposed to be completed by June. Moving forward the financials should be presented more up to date. At the next meeting he would present the unaudited financials for both February and March.

No Action Taken; presentation only.

35. Discussion and possible action on matters related to approval of Mid-Year Budget Amendment: General, Utility, Golf, Solid Waste, Capital Projects, 2025 CO Designated Purpose, Speer Memorial Fund, Event Center Fund, Park Dedication Fund – Roman

Approval of budget amendments:
General Fund – ($221,173 -Revenues/$435,205 Expenditures)
Utility Fund – ($1,809,480 Revenues/$1,839,580 Expenditures)
Golf Fund – ($180,369 Revenues/$180,369 Expenditures)

Solid Waste Fund – ($798,486 Revenues/$798,486 Expenditures)
Capital Projects Fund-($385,992 Revenues/$385,992 Expenditures)
2025 CO Fund-($6,205,710 Revenues/$6,205,710 Expenditures)
Designated Purpose Fund – Various Grants ($1,200,386 Revenues/$1,200,386 Expenditures)
Speer Memorial Fund- ($0 Revenues/$11,800 Expenditures)
Event Center Fund-($0 Revenues/$37,000 Expenditures)
Park Dedication Fund- ($0 Revenues/$7,133 Expenditures)

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata requested that the budget amendments be presented on a monthly basis versus mid year and end of year.

Mr. Andy Garcia, stated that they would present the budget amendments on a quarterly basis when they present the quarterly financials.

Mayor Pro Tem Plata moved to approve the Mid-Year Budget Amendment BA-26-01: General, Utility, Golf, Solid Waste, Capital Projects, 2025 CO Designated Purpose, Speer Memorial Fund, Event Center Fund, Park Dedication Fund. Motion was seconded by Councilman Vela and approved unanimously 5-0.

UNFINISHED BUSINESS

36. Tabled 04/28/2026 - Conduct a public hearing and consideration and possible action to approve a variance to allow the construction of a Billboard Sign along Griffin Parkway, and to allow it to be a distance of 177 feet from an existing billboard sign, being Lot 1, Elizondo 495 Plaza Subdivision, located at 2211 E. Griffin Parkway (F.M. 495). Applicant – Antonio & Melissa Villarreal – Cervantes

Mayor Pro Tem Plata moved to untable this item. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

The applicant was proposing to construct an 8-foot by 16-foot LED changeable billboard sign measuring 128 square feet, and 35 feet in total height. The request was for a variance not to comply with Sec. 86-154. – General Business District of the Mission Code of Ordinances, which states: (b) Billboard sign. Off-premises signs shall not be permitted in the General Business, the Heavy Commercial, the Light Industrial, and Heavy Industrial zones except as provided for in the expressway corridor and the secondary arterial corridors. A Secondary Arterial Corridor was defined by Ordinance 4133 to be all of U.S. Business Highway 83 and the commercially or industrially zoned properties along F.M. 1016 frontage, south of the U.S. Expressway 83. Ordinance 4133 was adopted in August 25, 2014. (4) Spacing: off-premises billboards shall not be erected within 1,000 linear feet of another off-premises sign as per Ordinance 4581. Ordinance 4581 was adopted in December 18, 2017. There was a total of eight (8) existing billboards along Griffin Parkway within the city limits. As per Code of Ordinance: Billboard sign was defined as any flat surface erected on a framework or on any structure, or attached to posts and used for, or designed to be used for, the display of bills, poster, or other advertising materials, for the purpose of advertising a business, organization, event, person, place, or thing not located on the same premises as such advertising material, with one or two parallel and directly opposite signs with their faces oriented in opposite directions and space not more than ten feet apart. The Planning and Zoning liked the concept of the digital billboard sign but recommended denial due to an existing billboard in the same commercial plaza.

Staff and Co-Interim City Managers recommended denial.

Councilwoman Ortega stated that she was denying this item due to the lack of support from the owner and tenants. She was all for bringing business to the city; however, if it was a collaboration between the owner of the plaza and the applicants, the owner would have had more of a presence on the matter.

Mayor Garza stated that her concern with approving this was the variance distance. If they were to approve this; this would set a precedent for future items similar in nature.

Councilwoman Ortega moved to deny a variance to allow the construction of a Billboard Sign along Griffin Parkway, and to allow it to be a distance of 177 feet from an existing billboard sign, being Lot 1, Elizondo 495 Plaza Subdivision, located at 2211 E. Griffin Parkway (F.M. 495). Applicant – Antonio & Melissa Villarreal. Motion was seconded by Councilman Vela and approved unanimously 5-0.

37. Tabled 04/28/2026 - Discussion and possible action on matters related to approval of Resolution #2060 approving the resolution of Mission Economic Development Corporation authorizing the issuance of bonds on behalf of Graphic Packaging International LLC; and matters related thereto. – T. Garcia

Mayor Pro Tem Plata moved to untable this item. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

Lee McCormick, President of Community Development Associates, had facilitated the issuance of revenue bonds by the Mission Economic Development Corporation for the purpose of financing and refinancing projects for Graphic Packaging International LLC, under the assistance of MEDC's Private Activity Bond program. Attached was a staff report and the proposed resolution. Mr. McCormick would be available to answer any questions City Council members may have.

Staff and Co-Interim City Managers recommended approval.

Mayor Pro Tem Plata moved to approve Resolution #2060 approving the resolution of Mission Economic Development Corporation authorizing the issuance of bonds on behalf of Graphic Packaging International LLC; and matters related thereto. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

RESOLUTION NO. 2060

RESOLUTION APPROVING THE RESOLUTION OF MISSION ECONOMIC DEVELOPMENT CORPORATION AUTHORIZING THE ISSUANCE OF BONDS ON BEHALF OF GRAPHIC PACKAGING INTERNATIONAL, LLC; AND MATTERS RELATED THERETO

38. Tabled 04/28/2026 - Discussion and possible action on matters related to the Authorization to solicit Request for Proposals for Third Party Administrator, Pharmacy Benefit Management (PBM), and Stop Loss Insurance – Munguia

Mayor Pro Tem Plata moved to untable this item. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

In 2023, the City of Mission entered into a contractual agreement with Blue Cross Blue Shield of Texas to provide Third-Party Administrator (TPA) services (including Pharmacy Benefit Management (PBM) and a PPO network), as well as Stop-Loss Insurance. The TPA services were established for a three-year term with two one-year renewal options, while Stop-Loss Insurance was established for a one-year term with four one-year renewal options.

In 2024, the City entered into a separate contractual agreement with Colonial to provide Voluntary Supplemental Products for a three-year term with two one-year renewal options.

Staff was now seeking authorization to solicit Requests for Proposals (RFPs) for Third-Party Administrator (TPA) services (including PBM and PPO network), Stop-Loss Insurance, and Voluntary Supplemental Products.

Staff and Co-Interim City Managers recommended approval.

Mayor Garza stated that she would like to discuss this item in Executive Session.

At 5:55 p.m., Mayor Pro Tem Plata motioned to move into Executive Session. Motion was seconded by Councilwoman Gerlach and approved unanimously 5-0.

EXECUTIVE SESSION

Mayor Pro Tem Plata stepped out of the meeting at 7:17 p.m.

Councilman Vela stepped out of the meeting at 7:19 p.m.

Upon conclusion of Executive Session at 7:20 p.m., Councilwoman Gerlach moved to reconvene the regular meeting. Motion was seconded by Councilwoman Ortega and approved unanimously 3-0.

At this time council proceeded with agenda item No. 38.

After reconvening from executive session Councilwoman Gerlach moved to table the Authorization to solicit Request for Proposals for Third Party Administrator, Pharmacy Benefit Management (PBM), and Stop Loss Insurance Motion was seconded by Councilwoman Ortega and approved unanimously 3-0.

1. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney), regarding the possible sale of City property located between 315 and 401 Stacie Lane out of Gerlach Subdivision No. 2.

2. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with Attorney), regarding the authority, procedures, and development impact of the Mission Historical Preservation Commission (HPC) under Ordinance No. 5035.

3. Consultation and deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, compensation, resignation, complaints involving, or dismissal of public officers and employees, including discussions regarding City organizational structure, staffing matters, Council-appointed officials, and related personnel issues pursuant to Texas Government Code § 551.074.

4. Consultation with legal counsel and deliberation regarding governance matters, Council operations, duties and responsibilities of elected officials, charter interpretation, ethics matters, board and commission appointments, intergovernmental relations, and other matters involving the official conduct or responsibilities of the City Council pursuant to Texas Government Code §§ 551.071 and 551.074.

5. Deliberation regarding the purchase, exchange, lease, value, acquisition, disposition, development, use, or potential acquisition or disposition of real property interests and related negotiations pursuant to Texas Government Code § 551.072.

6. Consultation with the City Attorney regarding pending or contemplated litigation, settlement offers, contractual matters, legal risks, privileged communications, statutory interpretation,

charter interpretation, enforcement matters, and other legal issues in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings Act pursuant to Texas Government Code § 551.071.

7. Discussion regarding complaints, grievances, allegations, administrative investigations, workplace conduct matters, and related personnel or employment issues involving City officers or employees pursuant to Texas Government Code §§ 551.071 and 551.074.

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

1. Consideration and action if any, regarding the possible sale of City property located between 315 and 401 Stacie Lane out of Gerlach Subdivision No. 2

Consideration and action if any, regarding the authority, procedures, and development Councilwoman Gerlach moved to approve the sale of the property located between 315 and 401 Stacie Lane out of Gerlach Subdivision No. 2 first to conduct an appraisal of platted and un-platted. Motion was seconded by Councilwoman Gerlach and approved unanimously 3-0.

2. Consideration and action if any, regarding the authority, procedures, and development impact of the Mission Historical Preservation Commission (HPC) under Ordinance No. 5035

Councilwoman Ortega moved to repeal Ordinance 5035 and to direct City Manager's office to create a Historical Preservation Committee. Motion was seconded by Councilwoman Gerlach and approved unanimously 3-0.

ADJOURNMENT

At 7:22 p.m., Councilwoman Ortega moved for adjournment. Motion was seconded by Councilwoman Gerlach and approved unanimously 3-0.

_____
Norie Gonzalez Garza, Mayor

ATTEST:

_____
Anna Carrillo, City Secretary

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 26, 2026

PRESENTED BY: Juan Pablo "JP" Terrazas / Andy Garcia – Assistant City Managers

AGENDA ITEM: Acknowledge Receipt of Minutes – Terrazas / A. Garcia
Parks & Recreation Advisory Board – April 21, 2026
Mission Tax Increment Reinvestment Zone – March 25, 2026
Mission Redevelopment Authority – March 25, 2026
Mission Economic Development Authority – February 26, 2026
Mission Education Development Council – January 22, 2026
Mission Economic Development Corporation – March 26, 2026
Audit Committee – March 25, 2026
Planning & Zoning Board – April 15, 2026

NATURE OF REQUEST:

See attached minutes.

BUGETED: Yes / No / N/A **FUND:** _____ **ACCT. #:** _____

BUDGET: $ _____ **EST. COST:** $ _____ **CURRENT BUDGET BALANCE:** $ _____

BID AMOUNT: $ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JPT* / *AG*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

PARKS AND RECREATION ADVISORY BOARD MEETING
April 21, 2026

BOARD MEMBERS PRESENT	STAFF
Tony Guerrero	Brad Bentsen
Chris Voss	Pete Lopez
Diego Gutierrez	Taylor Cavazos
Mark Minton	Rick Contreras
Jesus Mendiola	Pete Charles
Julissa Barrera Martin	
Melissa Reyna	

Call to Order

Julissa Barrera Martin called the meeting to order.

Prayer

Chris Voss led us in prayer.

Roll Call

Roll call was taken and quorum was met.

Approval of Minutes

The Board Members approved the minutes for the March 10, 2026 Advisory Board meeting. Motion to approve was made by Tony Guerrero and seconded by Chris Voss. The motion to approve minutes passed unanimously.

Citizen Participation

N/A

Update on Parks

Department completed the irrigation project at the Ruben Hinojosa School Park and made the necessary adjustments of revamping with trenching and bores. Hopefully grass will begin to grow now throughout the park.

Recently an incident occurred where a man slipped off the pull up bar at Bentsen Palm Park. The individual had already been feeling dizzy prior to using the equipment, however after examining the equipment the Parks staff is now welding, painting, and sanding it down to improve the condition.

Parks staff revamped and repaired the restrooms at the Alex Gonzalez Park after they had collapsed due to bad weather.

Parks staff assisted with the set up and tear down at Lions Park for the Staycation event. The storybook markers were also installed by the staff and have been receiving positive feedback from the public.

The Parks staff and Irrigation Crew are working on a project at the Golf Course to re-install the irrigation system around the clubhouse, the Staff is also repairing soccer goals at various parks throughout the City that have rusted or been broken.

The community events the Department assisted with this past month were:

Texas Citrus Fiesta – providing a driver and transportation for a float to San Antonio for a parade.

Guadalupe Church – Palm Sunday Event

Library- Easter Egg Hunt Event

Lions Club – 100-year anniversary at Lions Park

Mission Police Department – Crime Victim Awareness Event

Trash Bash- This upcoming Saturday at Lions Park

Update on Recreation

Recreation Department hosted a TAAF meeting at the Mission Event Center to finalize summer schedules.

Finalizing Spring Volleyball League that will be hosted at CWV Gym.

Looking for participants for a 7 on 7 league.

Preparing for registration for our summer programs on May 18th.

Music at the Park took place this past Friday with a positive turn out, P. Charles is now planning for May's Music at the Park.

Update on Aquatics

The Bannworth facility continues being used by Sharyland Junior High, Sharyland High School, Border Patrol, Texas Army, and the National Guard for training and practices.

Our USA Swim Team competed in Brownsville and placed well overall. Tryouts for the TAAF program have started at the Bannworth Pool, and the program will begin in May.

This summer, the Bannworth Pool will be hosting two swim meets.

Aquatics manager Rick Contreras along with Arnold Perez will be assisting with a Regional Meet in Pharr.

Difficulty with hiring lifeguards for the summer continues, concern grows knowing if the amount of staff is not met, some of the swimming programs will have to be dropped. Out of the 28 lifeguards needed, currently only 15 have applied. The main reason for lack of applicants is the low pay of $10.50/hour the City is providing. Even if programs bring in money, the money made goes back to the City's General Fund and not to the pay of the lifeguards.

New Business

B. Bentsen is currently working on a native landscape design for the Golf Course, difficulty with finding good quality native plants continues as many nurseries here do not carry them.

At the regional TAAF meeting last week, the City of Mission Recreation Department was awarded a Silver Plaque for participation and support. B. Bentsen will be presenting this award to the staff at the next City Council meeting.

B. Bentsen has interest in applying for a Liberty Tree to be planted in Mission, discussion was brought up regarding where would be a good place to plant it.

This upcoming weekend, we will begin planting trees at the Animal Shelter with the supply received from the Region 1 Grant which will allow tree planting throughout the City up until December 2027.

K. White Jr. High will bring volunteers for the tree planting project this weekend.

Old Business

The AED unit at Lions Park was already purchased through a Grant acquired from the Lions Club, and the approval of City Council. Will hopefully be installed at the park sometime this week or next.

Budget restraints and cuts continue to affect the Department with limited resources to maintain parks. Lack of funds and questioning where the City is distributing the funds to was questioned by the Board. The Fire Department's ambulance services were mentioned as one of the outlets City's funds are going towards.

Many projects are being discussed for the Department such as, fixing up Bannworth Park, Phase II of Lions Park, fixing Bentsen Palm Park, and rehabilitating Pepsi park.

Going back to Phase II of Lions Park, the Boys and Girls Club is also wanting to be included on the additions to the Park. The concern of parking by adding additional soccer or baseball fields

was brought up by B. Bentsen. Phase II and the possibilities of the future projects is still being discussed.

The Advisory Board pitched the idea of possibly getting a sponsor such as somebody like Jaime Garcia, Tres Barrera, or other famous athletes that come from the area and would like to give back. Especially in collaboration with the Boys and Girls Club, who can explore different avenues financially than the City. Acquiring a traffic count on Lions Park would help to approach organizations such as HEB or Walmart with funding.

P. Lopez presented a new playscape for Astroland Park to apply for a CDBG Grant. We are applying for a total of $265,000 for this playscape. A total of $16,000 was received from the Parks and Recreation Golf Tournament and an additional $50,000 was pulled from Park Development Fund. Still pending the outcome if approved or not.

Adjournment

Mark Minton made a motion to adjourn the meeting and was seconded by Diego Gutierrez. The Board voted unanimously and the meeting was adjourned.

Mission Tax Increment Reinvestment Zone
Board of Directors Meeting
March 25, 2026

MINUTES

Call to Order, Establishment of Quorum

The Board of Directors of the Mission TIRZ #1, held a special meeting open to the public, in person, on March 25, 2026 at 801 N. Bryan Road, Mission, Texas and at 5:58 PM, the roll was called of the duly appointed members of the Board, to-wit:

Martin Garza, Chairman
Albert X. Chapa, Vice Chairman
Aissa I. Garza, Secretary
Hector Moreno
Andrew C. Riddle
Dennis Burleson
Dr. Noel O. Garza

All the above were present except Director Burleson, Director Moreno, and Secretary Aissa I. Garza. Participating in person were Attorney Gene Vaughan, Andy Garcia, J.P. Terrazas, Joe Salazar, Councilwoman Marissa Gerlach, Judy Vega, and Executive Director Teclo J. Garcia.

1. **Call meeting to order and establish quorum.**

2. **Consent Agenda:**
   - **A. Approve minutes of the meeting of February 25, 2026 of the TIRZ #1.**
   - **B. Ratify all actions taken by the Mission Redevelopment Authority Board of Directors at the March 25, 2026 meeting.**
3. **Adjournment.**

Upon a motion made by Vice Chair Chapa and seconded by Director Dr. Noel O. Garza, the Board unanimously approved the Consent Agenda.

As there was no further business for the board to consider, upon a motion duly made by Vice Chair Chapa and seconded by Director Dr. Noel O. Garza, the Board unanimously voted to adjourn the meeting at 5:59 PM.

By: _____ Attest: _____

Printed Name: Martin Garza Printed Name: Aissa I. Garza

Title: Chairman Title: Secretary

Date: _____ Date: _____

Mission Redevelopment Authority
Board of Directors Meeting
March 25, 2026

MINUTES

Call to Order, Establishment of Quorum

The Board of Directors of the Mission Redevelopment Authority (MRA) held a regular meeting open to the public, in person, March 25, 2026, at 4:00 PM, at 801 N. Bryan Road, Mission Texas, and the roll was called of the duly appointed members of the Board, to-wit:

Martin Garza, Chairman
Albert X. Chapa, Vice Chairman
Aissa I. Garza, Secretary
Hector Moreno
Andrew C. Riddle
Dennis Burleson
Dr. Noel O. Garza

All the above were present except Director Moreno. Participating via telecommunication were Travis James and Colby Echols. Participating in person were, Charlie Garcia, Ray Garcia, Armando Sandoval, Attorney Gene Vaughan, J.P. Terrazas, Joe Salazar, Abel Bocanegra, Heron Lugo, Dr. Rolando Ortiz, Ruben James de Jesus, Stephanie Mendiola, Councilwoman Marissa Gerlach, Judy Vega, and Executive Director Teclo J. Garcia.

1. **Call Meeting to Order at 4:03 PM.**

   Chairman Martin Garza opened the meeting with a welcome to all. He recognized and thanked Councilwoman Marissa Gerlach for joining the meeting.

2. **Citizens' Participation:** None.

3. **Approval of minutes: February 25, 2026**

   There being no changes or corrections, upon a motion made by Director Riddle and seconded by Secretary Aissa I. Garza, the Board unanimously approved the Board meeting minutes of February 25, 2026.

4. **Acceptance of Mission Redevelopment Authority's Audit Report for Fiscal Year ended September 30, 2025, by Burton McCumber & Longoria, CPAs.**

   Exec. Dir. Teclo J. Garcia welcomed Auditor Joshua Longwell with Burton McCumber & Longoria (BML), CPA's, to present the Authority's net position statements as of September 30, 2025 via a brief PowerPoint presentation. Mr. Longwell highlighted GASB Statement No. 102, Certain Risk Disclosures, a new governance requirement for 2025, which mandates government entities to report practices impacting operations; however, his firm's opinion is not modified with respect to this matter. He noted that certain financial disclosures in the Notes to Financial Statements are sensitive and suggested the Board review them in the full report provided to them. Mr. Longwell reported a smooth audit process with full staff cooperation, no disagreements on management or accounting policies, and confirmed there were no inaccuracies in the statements. He delivered an unmodified opinion, indicating a clean audit that was accurate in all material respects. He then briefly outlined the Authority's project commitments, discussed any changes in long-term debts, capital fund balances, and provided an overview of Statements of Net

Position. Mr. Longwell also reported a significant change within the Authority, and that is the City of Mission's decision to extend the TIRZ No. 1 to 15 additional years from 2030 to end in 2045, a decision ratified by the Authority's Board in January 2026, a significant modification. He ended his presentation by thanking staff for allowing his firm to present.

After a motion made by Director Burleson and seconded by Director Dr. Noel O. Garza, the Board unanimously accepted the Mission Redevelopment Authority's Audit Report for Fiscal Year ended September 30, 2025, by Burton McCumber & Longoria, CPAs.

Exec. Director Garcia and Chairman Garza expressed their gratitude to BML Auditors and the Authority's staff for their efforts in ensuring the audit was completed in a timely manner.

5. Acceptance of Project Reports.

Chairman Martin Garza acknowledged Dr. Rolando Ortiz from Killam Development, who reported that **El Milagro Phase I Project** is complete. Dr. Ortiz submitted a reimbursement request to Exec. Director Garcia and noted that $15 million was spent on the project. They are collaborating with the City of Mission to secure permits for 10 single-family homes, expected to start within five to six weeks.

Chairman Garza inquired about pending electrical installations by AEP. Dr. Ortiz reported that after a meeting with AEP in January, they committed to completing installations by April. Although underground work is finished, delays arose from adjustments needed for some pipes. While street lights are anticipated to be installed by June, homes may not be finished by then. However, Dr. Ortiz noted ongoing street light installations, suggesting power could be available by late April or early May.

Upon a motion made by Director Riddle and a second by Secretary Aissa I. Garza, the Board unanimously approved the **El Milagro Phase I** as presented.

Chairman Garza prioritized **Item 10** on the agenda: **Approval of March 2026 invoices**, as Killam's of over $12 million was deferred pending additional information last month.

Exec. Dir. Garcia confirmed that he and Financial Officer Joe Salazar reviewed Dr. Ortiz's detailed report, which they found satisfactory. Co-Interim Asst. City Manager J.P. Terrazas added that the subdivision is complete and recorded, and that the City of Mission will maintain it. He also mentioned a pending railroad connection package with Rio Valley Switching, unrelated to the reimbursement invoice. The Board then briefly reviewed the remaining March invoices.

Upon a motion made by Secretary Aissa I. Garza and seconded by Director Riddle, the Board unanimously approved all invoices for the month of March 2026.

Chairman Martin Garza recognized Armando Sandoval, P.E. from L&G Engineering, who updated the Board on the **Inspiration Rd./Military Parkway Loop Phases II and III**. In the absence of P.E. Damien Tijerina, Mr. Sandoval mentioned that **Phase II** was the PS&Es and that that had been completed. The firm is now focusing on the design aspect for Inspiration Road. He noted that a railroad packet has been approved by TxDOT and that it has been delivered to Rio Valley Switching for review and approval. Mr. Sandoval noted that bid documents were being prepared by the City's Purchasing Department, which will be similar to those prepared for the Taylor Road project. He also noted that some companies, AT&T, AEP, and United Irrigation District were in conflict with the project due to the need to relocate communication wires and pipe connections. Regarding **Phase III**, which involves acquiring Right-of-Way (ROW) for Inspiration Road's 22 parcels, Mr. Sandoval reported that 13 parcels have been acquired, two are under negotiation, six are closing, and one is being appraised. All condemnations have been made, and all are expected to be acquired by this summer. The Military Parkway has 25 parcels, and although the Advance Funding Agreement is executed, the firm will collaborate with the City of Mission on the update of the ROW map, parcel plats, and appraisals, since the project was split in two. Mr. Sandoval mentioned that the

parcels did not have to be re-appraised, but rather only re-numbered, which had been done and submitted to TxDOT for release to the City of Mission in order to move forward with the acquisition process.

Upon a motion duly made by Director Riddle and seconded by Vice Chair Chapa, the Board unanimously accepted the **Inspiration Road/Military Parkway Loop for Phase II and III** as presented.

Chairman Martin Garza invited Co-Interim City Manager J.P. Terrazas to report on the **Hoerner Street Project.** Mr. Terrazas announced that the design for this project is 100% complete by Halff Associates. Mr. Terrazas mentioned that pending was the ROW acquisition from United Irrigation District (UID) for the City to purchase 50 feet of ROW for an estimated $134,680.50, a significant reduction from the initial appraised value for the property, and mentioned that UID's Board had agreed to sell it for this amount. Mr. Terrazas mentioned that he will be presenting an Amendment to the existing Reimbursement Agreement further down on this agenda, for the purchase of the property. The existing Reimbursement Agreement is for a total budget of $98,000, but only covers design costs. Construction is estimated to reach $1.5 million, pending bid letting.

Upon a motion made by Director Riddle and seconded by Secretary Aissa I. Garza, the Board unanimously accepted the **Hoerner Street Project** report as presented.

Chairman Garza recognized Ruben James de Jesus, P.E. from Melden & Hunt Inc. (M&H) to discuss the **Tierra Dorada Sanitary Sewer Improvements Project**. This initiative aims to eliminate Lift Stations No. 13 and 14 in the Tierra Dorada Subdivision by constructing a new lift station to redirect sewer discharge into the existing trunkline along Los Ebanos Road. Mr. de Jesus recapped from last month when he mentioned that delays were due to testing challenges, although the gravity line has been installed. The challenges faced were due to a leak on the line which is causing trouble. Mr. de Jesus expects that to be taken care of this week. His firm does meet with the contractor regularly and their efforts continue to get the testing passed so they can move on with the lift station. Mr. de Jesus mentioned that he did see an increase in crew members at the job site, which is an issue they were having earlier in the month. Int. Co-City Manager Terrazas mentioned that he and Mr. de Jesus have been meeting with the contractor every two week for updates addressing timelines. Chairman Garza stressed the importance of addressing critical issues in order to avoid any more delays on the project.

Upon a motion made by Director Burleson and seconded by Director Dr. Noel O. Garza, the Board unanimously accepted the **Tierra Dorada Sanitary Improvements Project** as presented.

Mr. de Jesus updated the Board on the **Inspiration Road Trunklines (Sanitary Sewer Master Plan),** which involves rerouting Lift Station #10 from Mile 2 & FM 495 to the AGUA SUD lift station on FM 364 via force main to their system. A 60% design has been completed for this project. He is coordinating a meeting with AGUA SUD to submit the design plan and anticipates that a 90-100% will be completed by April, with bid letting anticipated in May.

Upon a motion made by Secretary Aissa I. Garza and seconded by Vice Chair Chapa, the Board unanimously accepted the **Inspiration Road Trunklines (Sanitary Sewer Master Plan)** report as presented.

Mr. de Jesus updated on the **Walsh Road Expansion Project**, which extends from Perez St. to Frontage Rd. for about ¼ mile. The project plans are complete, with T×DOT permits secured. It features a 60-ft ROW and a 36-ft curb section, and the appraisal for the remaining ROW is in progress. Despite four meetings with landowner Mr. Flores, who initially agreed to sell for $360,000 (above the appraised value of $306,000), he has now decided not to sell due to concerns about property devaluation. Mr. de Jesus and Mr. Terrazas now plan to proceed with condemnation of the ROW and are coordinating with City staff. Approval from United

Irrigation District and TxDOT permits are in place. Mr. Terrazas informed Mr. Flores that any future development would require him to convey the ROW and build the roadway at his own expense.

Upon a motion made by Director Riddle and seconded by Director Burleson, the Board unanimously accepted the **Walsh Road Expansion Project** report as presented.

Mr. de Jesus provided an update on the **Glasscock & Bryan Road Sanitary Sewer Improvements Project**, noting that point repairs have affected Contractor RDH related to Tierra Dorada. They are currently dewatering and preparing for a bore crossing on Bryan Road with two water pumps in operation. Mr. de Jesus stressed the need to maintain progress, as delays past April could place the project on a critical path. The project will extend from Business 83 to the Expressway and from Glasscock to Shary Road, and Mr. de Jesus continue will closely monitor the development.

Upon a motion made by Secretary Aissa I. Garza and seconded by Director Riddle, the Board unanimously accepted the **Glasscock & Bryan Road Project Sanitary Sewer Improvements** as presented.

Chairman Martin Garza invited Co-Interim City Manager J.P. Terrazas to update on the **TIRZ Building (1301 E. 8th Street) Improvements**. Mr. Terrazas introduced Architect Charlie Garcia and Contractor Ray Garcia. Architect Charlie Garcia reported that 95% of the project has been completed but delays continue with the elevator installation due to delivery constraints with manufacturer Otis Elevator. Architect Garcia mentioned that most of the pending items mentioned last month have been completed, including a sprinkler system for the elevator. Stucco will be installed this week, and roofing items have been completed. Contractor Ray Garcia with RDZ Group mentioned that many of the smaller items such as painting and flooring (except for the elevator's pathway to avoid floor cracking) have been completed. Roof paneling and lighting fixtures will be installed this upcoming week, and plumbing is completed. He mentioned that the elevator should arrive on April 10, 2026. Mr. Terrazas mentioned that city staff also continue with the remodeling of the building and they have a presence every day on site. Remodeling of the building should be completed by early April.

Upon a motion made by Director Riddle and seconded by Secretary Aissa I. Garza, the Board unanimously accepted the **TIRZ Building (1301 E. 8th Street) Improvements** as presented.

6. **Discussion and possible action concerning a First Amendment to Reimbursement Agreement between Mission Redevelopment Authority and the City of Mission related to the Hoerner Street Project.**

Exec. Dir. Garcia introduced Co-Interim City Manager Mr. Terrazas to present the project details. Mr. Terrazas discussed the acquisition of four ROW parcels needed in order to continue with the Hoerner Street Project from United Irrigation District for $134,680.50. The current Reimbursement Agreement, covering only design costs, is for $98,000. If the Board approves the First Amendment, the total will increase to $232,680.50. Chairman Garcia pointed out that the project was initially intended to be funded by the new Bond Series 2026, but it has now been moved to the General Fund.

Upon a motion made by Vice Chair Chapa and seconded by Secretary Aissa I. Garza, the Board unanimously approved a First Amendment to Reimbursement Agreement between Mission Redevelopment Authority and the City of Mission related to the Hoerner Street Project increasing the amount of the agreement from $98,000 to $232,680.50.

At **5:17 PM**, Chairman Garza announced that the Mission Redevelopment Authority Board of Directors would be convening in closed session. Director Dr. Noel O. Garza moved to convene. Motion was seconded by Secretary Aissa I. Garza and approved unanimously.

7. Closed Session Pursuant to V.T.C.A. Gov't Code Sections 551.071 and 551.087.

A. Deliberation regarding economic development negotiations or projects including but not limited to the following: Report from Executive Director as to potential project(s).
B. Consultation with Attorney.

The Mission Redevelopment Authority Board of Directors will reconvene in open session to take any action necessary.

Secretary Aissa I. Garza and Director Burleson left the meeting at 5:44 PM.

At **5:49 PM**, Chairman Garza announced that the Mission Redevelopment Board of Directors were reconvening in open session. Vice Chair Chapa moved to reconvene in open session. Motion was seconded by Director Dr. Noel O. Garza and approved unanimously.

No action was taken.

8. Discussion and possible action regarding an Eighth Amendment to the Interim Administrative Services Agreement between the City of Mission and Mission Redevelopment Authority/TIRZ #1.

Exec. Dir. Teclo J. Garcia mentioned that this was the Eighth Amendment to the Interim Administrative Services Agreement between the City of Mission and the Authority. The agreement is for an additional six months from April 1, 2026 through September 30, 2026 with no other changes for four city employees including himself, Joe Salazar, Yadira J. Vega, and J.P. Terrazas.

Upon a motion made by Director Dr. Noel O. Garza and seconded by Director Riddle, the Board unamimously approved an Eighth Amendment to the Interim Administrative Services Agreement between the City of Mission and Mission Redevelopment Authority/TIRZ #1 as presented for an additional six months from April 1, 2026 to September 30, 2026.

9. Acceptance of Adjusted Financial Reports for February 2026.

Financial Officer Joe Salazar presented the Unadjusted Financial Report for January 2026.

Director Dr. Noel O. Garza exited the meeting at 5:54 PM, prompting Chairman Garza to call a recess of the Mission Redevelopment Board of Directors' meeting due to the loss of quorum.

At 5:55, Director Dr. Noel O. Garza rejoined the meeting, allowing Chairman Garza to officially reconvene.

Upon a motion made by Director Riddle and seconded by Vice Chair Chapa, the Board unanimously accepted the Financial Reports for the month of February 2026 as presented.

10. Approval of invoices for March 2026.

This item was discussed and approved during Item 5.

11. Discussion and possible action concerning the MRA 2026 Board meeting dates.

Executive Assistant Judy Vega noted that it was necessary to once again change the regular meeting dates for the Authority due to conflicts with city meetings as well as with the Authority's legal counsel. Staff discussed meeting dates and it was determined that the most suitable schedule to hold meetings will be every 3rd Thursday of each month at 4:00 PM. Chairman Garza noted that meeting dates will change from

time to time due to unforeseen circumstances or conflicts, but that staff will notify the Board ahead of time. He thanked the Board for their understanding.

Chairman Garza called for a motion to approve the proposed date of every 3rd Thursday of each month at 4:00 PM for MRA Board meetings.

Upon a motion made by Secretary Director Riddle and seconded by Director Dr. Noel O. Garza, the Board unanimously approved the third Thursday of each month at 4:00 PM for MRA Board meetings.

12. Executive Director's Report: None.

13. Adjournment.

As there was no further business to discuss, upon a motion made by Vice Chair Chapa and seconded by Director Dr. Noel O. Garza, the Board unanimously voted to adjourn the meeting at 5:57 PM.

By: _____

Printed Name: Martin Garza

Title: Chairman

Date: _____

Attest: _____

Printed Name: Aissa I. Garza

Title: Secretary

Date: _____

NOTICE OF SPECIAL MEETING
MISSION ECONOMIC DEVELOPMENT AUTHORITY, INC.
FEBRUARY 26, 2026

The Board of Directors of the Mission Economic Development Authority, Inc., will hold a special meeting on Thursday, February 26, 2026, at 4:00 PM, in person, at the Center for Education and Economic Development, 801 N. Bryan Road, Mission, Texas 78572, to discuss the following agenda:

1. Call to order and establish quorum.
2. Citizens' Participation.
3. Approval of Minutes: January 22, 2026
4. Closed Session Pursuant to V.T.C.A. Gov't Code Sec. 551.001
   Deliberation and possible action regarding the purchase, exchange, lease, or value of real property (as permitted under Tex. Gov't Code Sec. 551.072), including, but not limited to the following: **MEDA Land**).
   Consultation with Attorney and possible action regarding (as permitted under Texas Government Code Section 551.071).
   The Mission Economic Development Authority Board of Directors will reconvene in open session to take any actions necessary.
5. Adjournment.

Minutes are as follows:

PRESENT:
Richard Hernandez, Chair
Deborah L. Cordova, Vice Chair
Estella Saenz, Secretary
Jose G. Vargas, Treasurer
Mayor Norie Gonzalez Garza

ABSENT:

ALSO PRESENT:
Gene Vaughan JGKL LLP
Mark Hanna, Hanna Solutions
Julian Alvarez, MEDC Board

STAFF PRESENT:
Teclo J. Garcia, CEO
Belen Guerrero-Aguirre, COO
Joe Salazar, Financial Officer
Judy Vega, Executive Assistant
Brianna Casares, Director of Programs
Candace Rodriguez, Communications and Public Relations Manager
Stephanie Mendiola, Director of Business Development
Manuel Rodriguez, CEED Receptionist & Marketing Asst.
J.P. Terrazas, Interim Co-City Manager
Andy Garcia, Interim Co-City Manager

1. Call to order and establish quorum.

After establishing a quorum of the Board of Directors, Chair Richard Hernandez called the meeting to order at 5:34 PM.

2. Citizen's Participation: None.

3. **Approval of Minutes: Regular Meeting of January 22, 2026**

   There being no corrections or additions, Mayor Norie Gonzalez Garza moved for approval. Motion was seconded by Treasurer Jose G. Vargas and approved 5-0.

   At 5:35 PM Chair Richard Hernandez announced that the MEDA board would be convening in closed session.

4. **Closed Session Pursuant to V.T.C.A. Gov't Code Sec. 551.001**

   Deliberation and possible action regarding the purchase, exchange, lease, or value of real property (as permitted under Tex. Gov't Code Sec. 551.072), including, but not limited to the following: MEDA Land

   Consultation with Attorney and possible action regarding (as permitted under Texas Government Code Section 551.071).

   The Mission Economic Development Authority Board of Directors will reconvene in open session to take any actions necessary.

   At **5:58 PM** Chair Richard Hernandez announced that the MEDA board would be convening in open session. Motions are as follows:

   Regarding MEDA Land:

   Project Box: Vice Chair Deborah L. Cordova moved to authorize CEO to execute a contract for the sale of 12 acres of land subject to final review by legal and board member approval as discussed in closed session. Motion was seconded by Secretary Estella Saenz and approved 5-0.

   Project Cross Dock: Mayor Norie Gonzalez Garza moved to authorize staff to negotiate and execute a letter of intent for the sale of an 18-acre tract located adjacent to Project Box as discussed in closed session. Motion was seconded by Treasurer Jose G. Vargas and approved 5-0.

5. **Adjournment.**

   At **6:00 PM**, Secretary Estella Saenz moved to adjourn the meeting. Motion was seconded by Treasurer Jose G. Vargas and approved 5-0.

MINUTES OF THE MISSION ECONOMIC DEVELOPMENT AUTHORITY, INC. BOARD OF DIRECTORS REGULAR MEETING HELD ON FEBURARY 26, 2026 WERE APPROVED ON THIS THE _____DAY OF _____, 2026.

_____

Estella Saenz, Secretary

NOTICE OF REGULAR MEETING
MISSION EDUCATION DEVELOPMENT COUNCIL, INC.
JANUARY 22, 2026

The Board of Directors of the Mission Education Development Council, Inc., held a regular meeting on Thursday, January 22, 2026, at 4:00 PM, at The Center for Education and Economic Development, 801 N. Bryan Road, Mission, Texas, 78572, to discuss the following agenda:

1. Call to order and establish quorum.
2. Citizens' Participation.
3. Approval of Minutes: October 15, 2025.
4. Discussion and possible action for acceptance of Unadjusted Financial Report ended December 31, 2025.
5. Discussion and possible action to ratify the selection of the Corporation's depository bank.
6. Discussion and possible action related to Resolution No. 2026-01, Resolution of the Board of Directors of Mission Education Development Council, Inc., designating a depository bank, and authorizing the performance of all banking functions relating to the opening and maintaining of bank accounts for the Mission Education Development Council, Inc., and the designation of signatories on such accounts.
7. Discussion and possible action for acceptance of a $10,000 grant from PNC Bank.
8. Executive Directors' Activity Report.
9. Adjournment.

Minutes are as follows:

PRESENT:
Richard Hernandez, Chair
Estella Saenz, Secretary
Mayor Norie Gonzalez Garza
Carl Davis

ABSENT:
Deborah L. Cordova, Vice Chair
Julian Alvarez, Treasurer
Jose G. Vargas

ALSO PRESENT:
Eugene Vaughn, JGKL LLP
Mark Hanna, Hanna Solutions

STAFF PRESENT:
Belen Guerrero-Aguirre, Executive Director
Teclo J. Garcia, MEDC Chief Executive Officer
Joe Salazar, Financial Officer
Stephanie Mendiola, Business Development Director
Candace Rodriguez, Communications & Public Relations Manager
Brianna Casares, Programs Director
Judy Vega, Executive Assistant
Manuel Rodriguez, CEED Receptionist & Marketing Asst.
Andy Garcia, Co-City Manager

1. Call to order and establish quorum.

Chair Richard Hernandez called the meeting to order at 6:13 PM.

2. **Citizen's Participation:** None.

3. **Approval of Minutes: Regular Meeting of October 15, 2025.**
There being no corrections or additions, Mayor Norie Gonzalez Garza moved for approval of the regular meeting minutes of October 15, 2025. Motion was seconded by Carl Davis and approved 4-0.

4. **Discussion and possible action for acceptance of Unadjusted Financial Report ended December 31, 2025.**

Financial Officer Joe Salazar presented this item by stating that Total Assets, Liabilities and the General Fund all match at $217,269.30 for the quarter ending December 31, 2025. Total Income in this quarter was $10,157 with no expenses reported.

There being no corrections or additions, Secretary Estella Saenz moved for approval. Motion was seconded by Carl Davis and approved 4-0.

5. **Discussion and possible action to ratify the selection of the Corporation's depository bank.**

MEDC Chief Executive Officer Teclo J. Garcia mentioned that on October 15, 2025, the Mission Education Development Council board authorized the CEO of the Mission Economic Development Corporation to act on behalf of the Mission Education Development Council to solicit proposals from financial institutions for banking services. On December 10, 2025, the Corporation selected Lone Star National Bank as their depository bank. He is requesting ratification of the selection of the Corporation's depository bank on behalf of the Mission Education Development Council.

Carl Davis moved for approval to ratify the selection of the Corporation's depository bank. Motion was seconded by Mayor Norie Gonzalez Garza and approved 4-0.

6. **Discussion and possible action related to Resolution No. 2026-01, Resolution of the Board of Directors of Mission Education Development Council, Inc., designating a depository bank, and authorizing the performance of all banking functions relating to the opening and maintaining of bank accounts for the Mission Education Development Council, Inc., and the designation of signatories on such accounts.**

Executive Director Belen Guerrero explained that this Resolution was necessary for the purpose of establishing signatories for the depository bank selected by the MEDC Board on behalf of the Mission Education Development Council.

Carl Davis moved for approval on Resolution No. 2026-01. Motion was seconded by Mayor Norie Gonzalez Garza and approved 4-0.

7. **Discussion and possible action for acceptance of a $10,000 grant from PNC Bank.**

Executive Director Belen Guerrero reported that the Mission Education Development Council received a $10,000 grant from PNC Bank. The funds will be used for the Ruby Red Ventures Competition Program. She is requesting acceptance of the grant.

Carl Davis moved for acceptance of a $10,000 grant from PNC Bank. Motion was seconded by Mayor Norie Gonzalez Garza and approved 4-0.

8. Executive Director's Activity Report

Executive Director Belen Guerrero announced that the Mission Ready program is ready to be launched. This program is open to high school and college students residing within the Mission city limits. It aims to prepare high school and college students for careers through industry-aligned education and training. Communications & Public Relations Manager Candace Rodriguez presented the brand strategy, which focuses on having an interactive social media campaign targeting participating businesses and students.

Exec. Dir. Guerrero reported that January and February will focus on outreach to neighboring school district counselors and City of Mission employers. The internship portal will launch in March with student review and selection taking place in April and May. Internships will run from June through August, followed by a recognition event.

9. Adjournment.

At 6:30 PM Carl Davis moved to adjourn the meeting. Motion was seconded by Secretary Estella Saenz and approved 4-0.

MINUTES OF THE MISSION EDUCATION DEVELOPMENT COUNCIL, INC. BOARD OF DIRECTORS REGULAR MEETING HELD ON JANUARY 22, 2026 WERE APPROVED ON THIS THE _____ DAY OF _____ 2026.

_____

Estella Saenz, Secretary

NOTICE OF REGULAR MEETING & PUBLIC HEARINGS
MISSION ECONOMIC DEVELOPMENT CORPORATION
MARCH 26, 2026 4:00 PM
CENTER FOR EDUCATION AND ECONOMIC DEVEVELOPMENT

PRESENT:
Richard Hernandez, President
Julian Alvarez, Treasurer
Estella Saenz, Secretary
Jose G. Vargas
Carl Davis
Mayor Norie Gonzalez Garza

ABSENT:
Deborah Cordova, Vice President

ALSO PRESENT:
Eugene Vaughan, JGKL LLP
Mark Hanna, Hanna Solutions

STAFF PRESENT:
Teclo J. Garcia, CEO
Joe Salazar, Financial Officer
Judy Vega, Executive Assistant
Andy Garcia, Co-Interim City Manager
Stephanie Mendiola, Director of Business Development
Candace Rodriguez, Communications & Public Relations Manager
Brianna Casares, Director of Programs
Manuel Rodriguez, Receptionist & Marketing Asst.

1. **Call to Order and Establish Quorum**

   After establishing a quorum of the Mission Economic Development Corporation, President Richard Hernandez called the meeting to order at 4:05 PM.

2. **Invocation:** Treasurer Julian Alvarez.

3. **Pledge of Allegiance:** Secretary Estella Saenz.

4. **Citizen's Participation:** None.

5. **Approval of Minutes: Regular Meeting of February 26, 2026**

   Carl Davis moved for approval of the special meeting minutes of February 26, 2026. Motion was seconded by Treasurer Julian Alvarez and approved 5-0.

6. **Deliberation and possible action to accept the Auditor's Report for MEDC's financial statements for the fiscal year ended September 30, 2025, by Burton McCumber & Longoria, CPAs.**

   Chief Executive Officer Teclo J. Garcia introduced Rick Longoria and Josh Longwell with Burton McCumber & Longoria CPAs to present the audit report. Mr. Longoria shared that the audit was completed earlier than expected and that no difficulties were encountered. He noted that expenses reflected an increase of $6,913,640 or 129% in Fiscal Year 2024 from Fiscal Year 2025. The increase is attributed to Killam Development's El Milagro Phase I Project which began in 2021. The project concluded and was transferred to the City of Mission in 2025.

In conclusion, Mr. Longoria and Mr. Longwell provided a clean audit report with no major concerns.

Jose G. Vargas moved to accept MEDC's Financial Statements and Auditor's Report for Fiscal Year ended September 30, 2025. Motion was seconded by Secretary Estella Saenz and approved 5-0.

Mayor Norie Gonzalez Garza joined the meeting at 4:19 PM.

Mayor Norie Gonzalez Garza left the meeting at 4:27 PM and rejoined at 4:39 PM.

7. **Deliberation and possible action for the acceptance of the Adjusted Financial Statement for February 2026. (Question by Richard at 33:03)**

Financial Officer Joe Salazar presented the Adjusted Financial Statement for February 2026.

President Richard Hernandez asked for clarification on an incentive status for New Quest Properties. Mr. Garcia stated that there have been some concerns about New Quest Properties' sales tax rebate since they sold the property to another entity and communication with them has been unclear. He is inquiring with legal to see if the agreement is transferable.

Treasurer Julian Alvarez moved for approval of the Adjusted Financial Statement for February 2026. Motion was seconded by Carl Davis and approved 6-0.

Mayor Norie Gonzalez Garza left the meeting at 4:48 PM.

8. **Deliberation & possible action to approve a Reimbursement Agreement between Mission Economic Development Corporation and the City of Mission.**

CEO Teclo J. Garcia noted that this Reimbursement Agreement is between the City of Mission MEDC for the Bentsen Palm Community Park. The agreement is for lighting improvements to their tennis courts in the amount of $20,000.

Carl Davis moved for approval of a Reimbursement Agreement between Mission Economic Development Corporation and the City of Mission in the amount of $20,000. Motion was seconded by Treasurer Julian Alvarez and approved 5-0.

9. **Discussion and possible action to approve a Memorandum of Understanding between Texas Citrus Fiesta, Mission Economic Development Corporation, and the City of Mission.**

No action.

10. **Public Hearing – MEDC Fiscal Year 2026 proposed project consideration related to an economic incentive for a manufacturing company, located in the City of Mission (Project Tool).**

President Richard Hernandez opened the public hearing at **4:51 PM** for public comments in favor or against this project.

Comments: None.

President Richard Hernandez declared the public hearing closed at **4:52 PM.**

11. Deliberation and possible action concerning an Economic Development Performance Agreement for Project Tool.

CEO Teclo J. Garcia welcomed Business Development Director Stephanie Mendiola to present this item. Ms. Mendiola stated that after authorization to negotiate and execute a letter of intent was granted in February, MEDC moved forward with Project Tool. The project consists of the expansion of Stanley Black & Decker's manufacturing company in Mission. This performance agreement will assist in the retention of 150 existing jobs and creation of 88 new full-time positions. The company will be paid $100,000 annually for five years and will also receive a 50% property tax rebate for up to six years in an amount not to exceed $240,000. Plant Manager Pablo de los Santos with Stanley Black & Decker spoke briefly about the company's plans to expand.

Carl Davis moved for approval an Economic Development Performance Agreement for Project Tool as presented. Motion was seconded by Treasurer Julian Alvarez and approved 5-0.

12. Deliberation and possible action to authorize staff to publish a Notice of Intention to Undertake a Project or Projects for Fiscal Year 2026 for Project Tool.

Jose G. Vargas moved for approval to authorize staff to publish a Notice of Intention to Undertake a Project or Projects for Fiscal Year 2026 for Project Tool. Motion was seconded by Secretary Estella Saenz and approved 5-0.

At **5:01 PM**, President Richard Hernandez announced that the MEDC Board would be convening in closed session.

13. Closed Session Pursuant to V.T.C.A. Gov. Code Sec. 551.001

Deliberation and possible action regarding economic development negotiations or prospects (as permitted under Tex. Gov't Code Sec. 551.087), including, but not limited to the following:

Report from CEO as to potential prospect(s.):

Project 495X	**Project Recycle**
Project Superior	**Project Greens**

Deliberation and possible action regarding real property (as permitted under Tex. Gov't Code Sec. 551.072), including, but not limited to the following:

A. M.E.D.C. Land
B. Perkins Lots Update

Consultation with Attorney and possible action (as permitted under Texas Government Code Section 551.071).

The Mission Economic Development Corporation Board of Directors will reconvene in open session to take any actions necessary.

At **6:01 PM**, President Richard Hernandez announced that the MEDC Board would be convening

in open session. Motions are as follows:

Report from Potential Project(s):
Project 495X: No action.
Project Superior: No action.
Project Recycle: No action.

Project Greens: Jose G. Vargas motioned to authorize legal counsel to proceed as discussed in executive session. Motion was seconded by Secretary Estella Saenz and approved 5-0.

Regarding Real Property:
A. MEDC Land: No action.
B. Perkins Lots Update: No action.

Consultation with Attorney and possible action (as permitted under Texas Government Code Section 551.071) – No action.

14. CEO Report on Economic Activity.

CEO Teclo J. Garcia informed the Board about Red Ventures – The Competition, a program in collaboration with UTRGV's Accelerate Up, and mentioned it will be open from March 30th to April 20th. This is a 14-week program that encourages Mission businesses to apply and compete in a pitch competition for up to a $50,000 in prize money. He also invited the Board to a press conference on April 1st at CEED to launch the Mission Ready Program, and informed the Boad about his recent Texas Freight Advisory committee meeting in Austin. TxDOT is developing a plan to move freight as efficiently as possible throughout the state in collaboration with county and city officials. At this meeting, Mr. Garcia provided an update on the Anzalduas Bridge and Mission road improvements. Mr. Garcia and Public Relations & Communications Manager Candace Rodriguez attended a Groundbreaking Ceremony for the Mission Housing Authority. This ceremony was for a 72-unit three-story mixed apartment complex for low to moderate income families.

Jose G. Vargas left the meeting at 6:10 PM.

15. President Comments.

President Richard Hernandez expressed gratitude to MEDC staff for their hard work in all recently completed and ongoing projects.

16. Adjournment.

Secretary Estella Saenz moved to adjourn the meeting. Motion was seconded by Treasurer Julian Alvarez and approved 4-0. The meeting was adjourned at 6:12 PM.

_____
Richard Hernandez, President

ATTEST:

_____
Estella Saenz, Secretary

NOTICE OF REGULAR MEETING
AUDIT COMMITTEE
March 25, 2026 - 2:00 PM - CITY OF MISSION CITY HALL
1201 E. 8TH STREET, MISSION, TEXAS 78572

PRESENT:	ABSENT:	STAFF PRESENT:	ALSO PRESENT:
David Penoli	Ruben D. Plata	Andy Garcia	Guillermo Reyna
Marissa Gerlach		Ezeiza Garcia	
Dr. Charles Austin		Vidal Roman	
		Juan P. Terrazas	

1. Call to order

Chairman David Penoli called the meeting to order at 2:03 p.m. Present at the call to order: Mr. David Penoli, Mrs. Marissa Gerlach, and Dr. Charles Austin. Staff present at call to order included Mr. Andy Garcia, Mr. Vidal Roman, Mrs. Ezeiza Garcia, and Mr. Guillermo Reyna.

Mr. Juan P. Terrazas joined the meeting at 2:04 p.m..

2. Approval of Minutes – February 27, 2026

Mrs. Marrisa Gerlach moved to approve of the minutes presented for the Audit Committee meeting of February 27, 2026. The motion was seconded by Dr. Charles Austin and approved 3-0.

3. New Business

A. Discussion and Update on 2025 Comprehensive Annual Financial Report

Mr. Vidal Roman provided an update on the 2025 Comprehensive Annual Financial Report, noting that eighteen (18) out of two hundred (200) activities remain outstanding. He further stated that ten (10) of the remaining items identified by Burton, McCumber and Longoria do not require auditor input and can be completed within approximately one week. Additionally, he presented the Board with a list of pending items as of March 20, 2026, for their review.

B. Approval of Revised Internal Audit Plan and Schedule

Mr. Andy Garcia presented the Revised Internal Audit Plan and Schedule as outlined in the documents provided. Revisions were proposed to the schedule of Exhibit B to include overtime report detailing the employee compensated, reason for overtime, approving authority and comprehensive information on vendors used including the process for selection and qualifications.

Mrs. Gerlach moved to approve the Revised Internal Audit Plan and Schedule. Motion was seconded by Dr. Austin and approved 3-0.

Mr. Gene Vaughn joined the meeting by phone at 2:22 p.m.

At 2:24 p.m., Mr. Penoli motioned to move into Executive Session. The motion was second by Mrs. Gerlach and approved 3-0.

At 3:19 p.m., Mr. Penoli motioned to reconvene. Motion was seconded by Mrs. Gerlach and approved 3-0.

Mr. Penoli moved to proceed as discussed in executive session, approving and directing Mr. Andy Garcia to secure a financial consultant to assist the City in assessing the impact of Senate Bill 1851 and developing a plan of action. Motion was seconded by Mrs. Gerlach and approved 3-0.

4. Date and time of next meeting

Mr. Penoli moved to schedule the next Audit Committee meeting for April 30, 2026, at 2:00 p.m. Motion was seconded by Mrs. Gerlach and approved 3-0.

5. Chairman's comments

There were no comments.

6. Member's comments

There were no comments.

7. Adjournment

At about 3:30 p.m., Mrs. Gerlach moved to adjourn. The motion was seconded by Dr. Austin and approved 3-0.

David Penoli, Chairman

ATTEST:

Board Secretary

PLANNING AND ZONING COMMISSION
APRIL 15, 2026
CITY HALL'S COUNCIL CHAMBERS @ 5:30 P.M.

P&Z PRESENT	P&Z ABSENT	STAFF PRESENT	GUEST PRESENT
Irene Thompson	Steven Alaniz	Elisa Zurita	Juan Cantu
Diana Izaguirre		Gabriel Ramirez	Dannie Wade
Kevin Sanchez		Susie De Luna	Leonardo V. Garza
Connie Garza		Xavier Cervantes	Yen Lai
David Villarreal		Alex Hernandez	Janneth Mendez
Raquenel Austin			

CALL TO ORDER
Vice-Chairman Sanchez called the meeting to order at 5:30 p.m.

DISCLOSURE OF CONFLICT OF INTEREST
There was none.

CITIZENS PARTICIPATION
There was none.

APPROVAL OF MINUTES FOR APRIL 1, 2026
Vice-Chairman Sanchez asked if there were any corrections to the minutes for April 1, 2026. Ms. Austin moved to approve the minutes as presented. Ms. Garza seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:30 p.m.
Ended: 5:34 p.m.
Item #2
Rezoning: **Being Lot 6, Block 75,**
Original Townsite of Mission Subdivision
This property is located at 312 W. 4th Street
R-2 to C-2
Pedro A. Zamarron

Mr. Cervantes stated that the applicant is requesting to rezone the subject property from Duplex-fourplex Residential District ("R-2") to Neighborhood Commercial District ("C-2") to occupy a former commercial establishment at the site. The code of ordinances states that the main purpose of the neighborhood commercial zoning is to provide space and off-street parking in appropriate locations in proximity to residential areas, for commercial development catering to the convenience shopping and service needs of the occupants of nearby residences. The property is located at the Northeast corner of W. 4th Street and Cummings Avenue and measures 150 feet along 4th Street and 50 feet along Cummings Avenue for a total area of 7,500 square feet. The surrounding zones are Single-family Residential District (R-1) District to the North and East, Agricultural Open Interim (AO-I) to the South and Public (P) district to the West. The property has an abandoned 2-suite commercial building with a parking lot that accommodates ten (10) vehicles. The surrounding land uses include

the single-family homes to the East and North, A water reservoir to the South and an irrigation canal to the West. The Future Land Use Map shows the property designated as Low density residential. The requested rezoning is not in line with the comprehensive plan designation but due that the property has a long history of commercial uses staff believe that Neighborhood Commercial zoning will complement the area. Notices were mailed to fourteen (14) surrounding property owners. Planning staff has not received any phone calls from the notice. Staff recommends approval to C-2 zoning.

Vice-Chairman Sanchez asked if there was any input in favor or against the request.

There was none.

Vice-Chairman Sanchez entertained a motion to close the public hearing. Ms. Thompson moved to close the public hearing. Ms. Garza seconded the motion. Upon a vote, the motion passed unanimously.

Ms. Garza asked if the property is being rezoned R-2 to C-2.

Mr. Cervantes stated yes that is correct.

Ms. De Luna stated that the City of Mission conducted a mass rezoning in 2006, at which time the area was rezoned to R-1. She further noted that the property was rezoned to R-2 four years ago.

Ms. Garza inquired about the status of the commercial designation, noting that the property had previously been zoned for commercial use.

Ms. De Luna explained that the property was initially rezoned to R-1 (single-family residential). She noted that four years ago, the owner successfully rezoned the area to R-2.

Ms. Garza expressed confusion regarding the zoning, as she recalled that particular location being designated for commercial use.

There being no further discussion, Vice-Chairman Sanchez entertained a motion. Ms. Thompson moved to approve the rezoning request. Ms. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:34 p.m.
Ended: 5:36 p.m.
Item #3
Rezoning: **being an 11.43 acre tract of land, being a portion of a 22.380 acre tract of land situated in Porcion 55, being a part of Lot 25-6 of the West Addition to Sharyland Subdivision**
This property is located along the North side of W. Griffin Parkway approximately 760 feet West of

N. Conway Avenue,
R-3 to C-3
Yen W. Lai

Mr. Cervantes stated that the applicant is requesting to rezone the subject property from Multi-family Residential District ("R-3") to General Business District ("C-3") for a commercial development at the site. The tract of land has 11.43 acres in area and measures 827.13 feet East-West and measures 1,058.89 feet North-South. The surrounding zones are General Business (C-3) District to the East, South and West and Agricultural Open Interim (AO-I) District to the North. The surrounding land uses include Carmelita's restaurant, Paris Bakery and Move it Storage to the West. To the East the surrounding land uses include Starbucks coffee, ER 24/7, Wells Fargo Bank, Burger King and El Pollo Loco. The property is vacant. The Future Land Use Map shows the property designated for general commercial uses. The requested rezoning is in-line with the comprehensive plan designation. Notices were mailed to seven (7) surrounding property owners. Planning staff received no phone calls in opposition to the rezoning. Staff recommends approval to the rezoning request.

Vice-Chairman Sanchez asked if there was any input in favor or against the request.

There was none.

Vice-Chairman Sanchez entertained a motion to close the public hearing. Ms. Thompson moved to close the public hearing. Mr. Villarreal seconded the motion. Upon a vote, the motion passed unanimously.

Vice-Chairman Sanchez asked if the board had any questions.

Ms. Garza asked if all the surrounding properties were zoned as C-3.

Mr. Cervantes stated yes.

There being no further discussion, Vice-Chairman Sanchez entertained a motion. Ms. Garza moved to approve the rezoning request. Ms. Thompson seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:36 p.m.
Ended: 5:37 p.m.
Item #4
Conditional Use Permit: **To allow a Mobile Food Unit - Sushi Crunch**
In an approved Food Truck Park,
Being the West ½ of Lots 7 & 8, Block 176,
Mission Original Townsite Subdivision
This property is located at 307 W. Tom Landry Street,
Space A,
C-4
Janeth Mendez

Mr. Cervantes stated that the site is located 75 feet West of N. Perkins Avenue along the North side of W. Tom Landry Street. Pursuant to Section 1.56 (11)(H) of the City of Mission Code of Ordinances, a Mobile Food Park requires the approval of a conditional use permit by the City Council. The applicant proposes to place an 8-foot by 18-foot mobile food unit in a mobile food park to sell Sushi. The proposed hours of operation are as follows: Monday through Sunday from 10:00 a.m. to 12:00 am. Staff: 2 employees Parking: The site has 9 parking stalls and 5 additional parking stalls with written approval behind the West Side Liquor Store to use their parking lot in case of any overflow. Staff notes that this property is located within the Mission Central Business District, thus exempt from parking requirements. The Planning Staff has not received any objections to the request from the surrounding property owners. Staff mailed out (19) legal notices to the surrounding property owners. In accordance with the zoning ordinance, the P&Z and City Council may impose requirements and conditions of approval as are needed to ensure that a use requested by a conditional use permit is compatible and complementary to adjacent properties. Staff Recommendation: 1) Approval for a 1-year re-evaluation to assess this new operation; 2) Must comply with all City Codes (Building, Fire, Health, etc.), 3) Hours of operation are every day from 10:00 am to 12:00 am; 4) Must comply with the noise ordinance; 5) Acquisition of a business license before occupancy; and 6) CUP is not transferable to others.

Vice-Chairman Sanchez asked if there was any input in favor or against the request.

There was none.

Vice-Chairman Sanchez entertained a motion to close the public hearing. Ms. Thompson moved to close the public hearing. Ms. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Vice-Chairman Sanchez asked if the board had any questions.

There was none.

There being no further discussion, Vice-Chairman Sanchez entertained a motion. Ms. Austin moved to approve the Conditional Use Permit request. Ms. Thompson seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre arrived at 5:37pm

Vice-Chairman Sanchez yield the chair to Chairwoman Izaguirre

Started: 5:37 p.m.
Ended: 5:46 p.m.
Item #5
Ordinance Amendment: Conduct a public hearing and consideration of the adoption of an ordinance amending the Code of Ordinances Appendix A - Zoning, Article XII – Commercial and Industrial Area Requirements, Section 1.58 General; by amending subsection 3, Car Wash Establishments, by establishing a two-mile minimum radius and distance requirement,

ensuring no new car wash business be established within a two-mile radius of an existing car wash. Applicant: City of Mission - Cervantes

Mr. Cervantes stated that this ordinance will prohibit the establishment of new car wash businesses within a two-mile radius of an existing car wash due to the severe drought. This ordinance will assist with the city's water conservation efforts. Staff recommends the adoption of the ordinance.

Chairwoman Izaguirre asked if there was any input in favor or against the request.

Mr. Dannie Wade, a resident of Wagon City South living at 200 Buckboard, expressed concerns regarding local water usage. He noted that there is an abundance of car washes within a ten-mile radius despite ongoing news of a water shortage and reservoir limitations. Mr. Wade stated that it is difficult to see significant amounts of water allocated to car washes when residents have invested heavily in landscaping that requires irrigation. As a citizen, he argued that while car washing is a convenience, the priority should be ensuring enough water is available for residents to maintain their property and plants.

Chairwoman Izaguirre entertained a motion to close the public hearing. Ms. Thompson moved to close the public hearing. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre asked if the board had any questions.

Ms. Thompson stated that the existence of a drought problem was not a new development and noted that such conditions could sometimes persist for extended periods. However, she pointed out that these phases are often followed by periods of significant rainfall that alleviate the issue. She argued that attributing the need for a permanent change in the ordinance to a drought would establish long-term policy on what she characterized as a temporary situation.

Mr. Cervantes stated that ordinances are subject to revision and emphasized that they can be changed. He further stated that nothing is permanent.

Ms. Thompson stated that the city consistently faces drought problems, even if they are recurring and temporary. She noted that public water restrictions have been implemented specifically regarding when residents can water their landscaping due to an obvious water shortage. She also suggested that it is valid to question whether the city maintains sufficient water capacity for the entire year. Referring back to a January meeting, she reminded the group of her recommendation for the city to investigate a tiered billing approach for high-consumption users and inquired if that proposal had been examined.

Mr. Cervantes stated his belief that the City administration is considering the proposal. He added that he could follow up to provide further information.

Ms. Thompson stated that the City could continue to implement distance-based limits, such as one, two, or ten miles, but argued that such measures fail to address the core issue. She suggested that

the primary concern remains finding an effective way to control water usage among high-consumption users

Chairwoman Izaguirre stated that she believed the administration was looking into the matter.

Ms. Garza inquired whether the matter had been discussed with legal counsel. She noted that she had seen social media posts from an individual potentially considering litigation due to the restriction and reiterated her interest in finding out if legal counsel had been consulted.

Mr. Cervantes stated that the ordinance amendment had been reviewed and approved by the city attorney. He then inquired if there were any further questions.

Mr. Villarreal inquired whether there was an estimation regarding the amount of water usage reduced by changing the restriction from one mile to two miles.

Mr. Cervantes stated that he could not provide specific numbers. He explained that the measure would help prevent the entry of additional businesses that consume a substantial amount of water.

Chairwoman Izaguirre noted that there were three car washes on Shary Road and approximately four near the coffee shop, suggesting that those types of businesses likely required further review.

Ms. Thompson expressed a desire to compare the city's current rates with those of other municipalities. She further inquired, referencing Mr. Villarreal's earlier point, about the ultimate impact the two-mile expansion would have on water consumption.

Chairwoman Izaguirre stated that there would be fewer car washes, which would result in lower water consumption.

Ms. Thompson noted that a large, wide parcel of land exists along Stewart Road, extending between Bryan Road and the expressway. She observed that, under the proposed changes, only the southwest corner of that area would remain available.

Mr. Cervantes explained that the proposed changes were more restrictive. He noted that a forthcoming ordinance would address the remaining portions of land, requiring a conditional use permit for any qualifying properties. He informed the group that this matter would be presented at the next meeting, adding that because car washes are inherently noisy, this process would provide surrounding property owners with the opportunity to object.

Ms. Thompson stated that she understood the concept behind the proposal but expressed confusion regarding the timing. She noted that since the drought was already an issue in January when the ordinance was set at one mile, she questioned why a two-mile restriction had not been implemented at that time.

Mr. Cervantes acknowledged that the restriction perhaps should have been set at two miles in January. He suggested that the initial decision might have been premature due to insufficient research.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mr. Sanchez moved to approve the ordinance amendment. Mr. Sanchez seconded the motion. Upon a vote, Ms. Garza and Ms. Thompson voted nay. The motion passed in a 4-2 vote.

Started: 5:46 p.m.
Ended: 5:49 p.m.
Item #6
Ordinance Amendment: Consideration of the adoption of an ordinance amending the Code of Ordinances Chapter 98 - Subdivisions, Article VI – Fees and Charges, Section 98-272- Inspection fees by Amending the Fees for Subdivision Infrastructure Inspections for Geotechnical Lab Testing. Applicant: City of Mission - Cervantes

Mr. Cervantes proposed an ordinance amendment to introduce a fee for subdivision inspection lab testing. He explained that while the city currently contracts engineering firms to ensure infrastructure is built correctly to prevent future maintenance issues, the existing system for handling failed tests is problematic. Under current rules, developers are responsible for paying for failed tests directly; however, because the engineering firms work for the city, this creates a conflict in payment collection. To resolve this, he requested that an additional 15% fee be added to the initial estimate to cover potential failed tests, ensuring the engineering firm remains under the city's direction throughout the process. He further clarified that if any of these funds remain at the time the subdivision is recorded the balance would be returned to the developer.

Ms. Garza inquired whether additional funds or resources would be required if the initial amount proved insufficient.

Mr. Cervantes explained that the city maintains mechanisms to monitor account balances throughout the process. He stated that if a high number of failed tests occurs and the initial 15% fee proves insufficient, the city will request additional funds from the developer for escrow.

Chairwoman Izaguirre asked if there was any input in favor or against the request.

There was none.

Chairwoman Izaguirre entertained a motion to close the public hearing. Ms. Thompson moved to close the public hearing. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre asked if the board had any questions.

Ms. Austin inquired about the frequency of test failures, specifically requesting the current rate at which such failures are encountered.

Mr. Ramirez stated that while the outcome depends on the specific subdivision, an additional 15% should be sufficient to cover the issue.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Ms. Thompson moved to approve the ordinance amendment request. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:49 p.m.
Ended: 5:56 p.m.
Item #7
Ordinance Amendment: Conduct a public hearing and consideration of the adoption of an ordinance amending the City of Mission Code of Ordinances Appendix A – Zoning, Article VIII – Use Districts and Conditional Uses, Section 1.37 – R-1A (Large Lot Single Family Residential District), Subsection (3) Conditional Uses, Section 1.371 - R-1 (Single Family Residential District), Subsection (3) Conditional Uses, Section 1.372 – R-1T (Townhouse Residential District), Subsection (3) Conditional Uses, Section 1.38 – R-2 (Duplex-Fourplex Residential District), Subsection (3) Conditional Uses, Section 1.39 – R-3 (Multi-Family Residential District), Subsection (3) Conditional Uses, and Section1.40 (Mobile Home and Modular Home District), Subsection (3) Conditional Uses, Section 1.44(A) – C-5 (Adaptive Commercial District), Subsection (3) Conditional Uses, Section 1.45 – I-1 (Light Industrial District), Subsection (3) Conditional Uses, Section 1.46 – I-2 (Heavy Industrial District), Subsection (3) Conditional Uses, Section 1.47 - PUD (Planned Unit Development), Subsection (2) Permitted Uses by Adding Telephone, Radio, Television and/or Other Communications Towers as a Conditional Use. Applicant: City of Mission - Cervantes

Mr. Cervantes presented a zoning ordinance amendment that would allow cell towers in several additional zoning districts via a conditional use permit. He noted that while towers are currently restricted to commercial and agricultural zones, the city has received requests for installations on residential and industrial properties. He explained that the amendment would enable individuals to apply for towers in these other categories through the conditional use permit process, which includes public hearings where specific conditions can be applied. Following his explanation, he inquired if anyone in the audience wished to speak in favor of or in opposition to the item.

Chairwoman Izaguirre asked if there was any input in favor or against the request.

Mr. Juan Cantu, the president of Wagon City South, spoke in favor of the amendment, representing a small community where many residents live on set budgets. He explained that constructing a 40-foot tower would provide free internet for the community hall and lower individual residents' costs to a flat rate of $35.99, including taxes. He noted that the community had held a meeting on February 11, 2026, where members voted to support erecting the tower on their property next to the Grand Park. Mr. Cantu emphasized that the tower would serve only the park's residents and would not be used for outside commercial purposes. He further detailed the financial benefits, noting that the arrangement would cover the hall's electricity bill and save the community approximately $2,000, which could be reinvested into park infrastructure such as the recently remodeled swimming pool.

He assured the group that the community holds a million-dollar insurance policy to cover any potential issues. He concluded by reiterating his commitment to saving money for the park's residents.

Chairwoman Izaguirre entertained a motion to close the public hearing. Ms. Thompson moved to close the public hearing. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre asked if the board had any questions.

Ms. Thompson inquired whether individuals interested in the proposal would still be required to apply for a conditional use permit.

Mr. Cervantes explained that applications would be reviewed on a case-by-case basis. He stated that the ordinance would allow individuals to apply for a specific property, after which the city would notify neighbors within a 200-foot radius, post a conditional use permit sign, and schedule public hearings. He noted that if surrounding property owners objected, the permit could be denied or approved with additional conditions. Furthermore, he clarified that while these are typically life-of-the-use permits due to the substantial investment involved, the level of public opposition would be a significant factor in determining whether the permit is granted or denied.

Ms. Thompson observed that she could foresee a situation where a large developer might utilize this option in order to benefit from cost savings.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Ms. Thompson moved to approve the ordinance amendment request. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

ITEM#8
ADJOURNMENT
There being no discussion, Chairwoman Izaguirre entertained a motion. Ms. Thompson moved to adjourn the meeting. Mr. Sanchez seconded the motion. Upon a vote, the motion to adjourn passed unanimously at 5:56 p.m.

Diana Izaguirre, Chairwoman
Planning and Zoning Commission

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 26, 2026

PRESENTED BY: Abram Ramirez, Information Technology Director

AGENDA ITEM: Discussion and possible action regarding authorization for the remainder of Fiscal Year 2025–2026 to continue purchases from vendors with forecasted cumulative expenditures exceeding the $25,000 threshold through approved cooperative contracts and verified sole source procurements — Ramirez

NATURE OF REQUEST:

Discussion and possible action regarding authorization for the remainder of Fiscal Year 2025–2026 to continue purchases from vendors with forecasted cumulative expenditures exceeding the $25,000 threshold through approved cooperative contracts and sole source procurements, based on current operational needs. These vendors provide a range of essential goods and services, including but not limited to equipment, maintenance and support, software licensing and subscriptions, cybersecurity services, cloud services, and network infrastructure support. Exhibit “A” includes the complete list of vendors and applicable procurement methods.

BUGETED: Yes **FUND:** _____ **ACCT. #:** Various

BUDGET: _____ **EST. COST:** $ _____ **CURRENT BUDGET BALANCE:** _____

BID AMOUNT: $ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *AG*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

Exhibit A

VENDOR NAME	PROCUREMENT METHOD
Dell	DIR and Omnia NCPA
Insight	DIR and Omnia NCPA
Tyler Technologies	Sole Source
Telepro Communications	TIPS
Safeguard	TIPS
Netsync	DIR and TIPS
TD Synnex (Sentinel)	Omnia NCPA
CIsco Systems, Inc	DIR
Hewlett Packard Enterprise Company	DIR
SHI	DIR
Toshiba	DIR

Contract Number

DIR-CPO-5792

Contract Start Date: **04/04/25**
Contract Term Date: **04/04/27**
Contract Expiration Date: **04/04/30**

Vendor Information

Dell Marketing LP

Vendor ID: **1742616805400**

RFO: **DIR-CPO-TMP-582**

Contract Status: **Active**

VENDOR CONTACT:

JoAnn Tamez
Phone: (512) 813-1905
Vendor Website

DIR CONTACT:

Suzanne Carson
Phone: (512) 475-4948

Contract Overview

This contract is for Dell-Branded Products including, but not limited to, desktops, laptops, tablets, peripherals, accessories, and software products manufactured, distributed, or licensed under the Dell brand name and related services. This contract also includes Dell-Branded Services, including cloud services.

Contract Details & Ordering Information

- Products & Services
- Commodity Codes
- Brands
- Contract Documents
- How to Order
- Resellers

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Hardware
- Software
- Other
- Technical Services

MORE INFORMATION

Vendor Website

Visit this Vendor's website to view the latest product, service, and pricing information.

Contract Number

DIR-CPO-5347

Contract Start Date: **01/07/25**
Contract Term Date: **01/07/27**
Contract Expiration Date: **01/07/30**

Vendor Information

Cisco Systems, Inc.

Vendor ID: 1770059951100

RFO: DIR-CPO-TMP-578

Contract Status: Active

VENDOR CONTACT:

Jumana Dihu

Phone: (773) 269-6397

Vendor Website

DIR CONTACT:

Jeremiah Rodriguez

Phone: (737) 354-7016

Contract Overview

Cisco Systems, Inc., offers Cisco Branded Products and Related Services. Contracts may be used by all eligible Customers including Texas State Agencies, as defined by TGC 2054.003 (13), units of Local Government, as defined by TGC 2054.003 (9), cities, counties, public school districts, municipalities, Special Purpose Districts, Institutions of Higher Education, as defined by TEC 61.003, assistance organizations, as defined by TGC 2175.001, Electric Reliability Council of Texas (ERCOT), Lower Colorado River Authority (LCRA), Private Schools, as defined by TEC 5.001, Private or Independent Institutions of Higher Education, as defined by TEC 61.003, Volunteer Fire Departments, as defined by TTC 152.001, Public Safety Entities, as defined by 47 U.S.C. Section 1401, County hospitals, public hospitals or hospital districts, and public entities outside Texas, as defined by TGC 2054.0565. Resellers are available under this contract.

Contract Details & Ordering Information

Products & Services

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Access and Access Circuits
- Catalog
- Components
- Data Storage
- Misc IT Hardware, Peripherals, Components and Related Services
- Networking Products and Services
- Permanent Virtual Connections
- Routers and Related Equipment
- Seat Management - Network

Contract Number

DIR-CPO-5381

Contract Start Date: **10/31/25**
Contract Term Date: **10/31/27**
Contract Expiration Date: **10/31/30**

Vendor Information

Hewlett Packard Enterprise Company

Vendor ID: **1473298624600**

RFO: **DIR-CPO-TMP-577**

Contract Status: **Active**

VENDOR CONTACT:

Traci Purser

Phone: (970) 898-4033

Vendor Website

DIR CONTACT:

Jeremiah Rodriguez

Phone: (737) 354-7016

Contract Overview

Hewlett Packard Enterprise Company offers data storage, data communication, networking equipment and related services through this contract. This contract offers various product brands and related services. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state.

Contract Details & Ordering Information

Products & Services

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

Data Storage

Miscellaneous

Contract Number

DIR-CPO-5030

Contract Start Date: **02/28/22**
Contract Term Date: **02/28/27**
Contract Expiration Date: **02/28/27**

Vendor Information

Insight Public Sector, Inc.

Vendor ID: 363949000

RFO: DIR-CPO-TMP-442

Contract Status: Active

VENDOR CONTACT:

Brittany Dunaway

Phone: (800) 474-7121

Vendor Website

DIR CONTACT:

Suzanne Carson

Phone: (512) 475-4948

Contract Overview

Insight Public Sector, Inc. offers End-User IT Outsourcing (managed services) for information technology assets through this contract. Managed services include: Provisioning of Equipment; Desktop Outsourcing;and Asset Tracking. Support Services include: Service Desk; On -Site MAC; Remote Support; Standard and Ad Hoc Reporting Documentation; Break/Fix/Maintenance; and Unwind/End of Engagement services. Technology Services include: Mobility; HVD; Network Management; Software and Security Services. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract. DIR has exercised the final renewal option for this Contract. This renewal extends the contract through 2/28/2027.

Contract Details & Ordering Information

Products & Services

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

Break/Fix Services

Computer Operations Services

Managed Services - Computers

Mobile Device Management

Network Services

Security Services

Technical Services

Contract Number

DIR-CPO-4877

Contract Start Date: **08/26/22**
Contract Term Date: **08/26/26**
Contract Expiration Date: **08/26/27**

Vendor Information

Insight Public Sector, Inc.

Vendor ID: 363949000

RFO: DIR-CPO-TMP-550

Contract Status: Active

VENDOR CONTACT:

Brittany Dunaway

Phone: (800) 474-7121

Vendor Website

DIR CONTACT:

Eliza Garcia

Phone: (512) 475-4631

Contract Overview

Insight Public Sector, Inc. offers Cybersecurity Software Products and Services under the contract. Various brands are being offered under the contract. There are no resellers on this contract. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 08/26/2026.

Contract Details & Ordering Information

Products & Services

Dell Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Technology Solutions, Products and Services

Region 14 ESC - TX

Contract Number: 01-143

Initial Term: December 1, 2022 through November 30, 2025
Renewal Options: Option to renew for five (5) additional one-year periods through November 30, 2030
RENEWED THROUGH November 30, 2026

Executive Summary

- Pricing
- Authorized Resellers

Master Agreement Documents

- Official Signed Contract
- Contract Award Letter
- Contract Renewal 1

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- Proof of Publication

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netsync.com

Netsync Network Solutions

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

PAYMENT TO		TIPS CONTACT	
ADDRESS	2500 West Loop South, Ste.	NAME	Charlie Martin
CITY	Houston	PHONE	(866) 839-8477
STATE	TX	FAX	(866) 839-8472
ZIP	77027	EMAIL	tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: Y HUB: N

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VI | VA | WA | WI | WY | PR

Overview

Founded in 2002, Netsync is a minority-owned business (MBE), women-owned small business (WOSB), value-added reseller (VAR), specializing in technology solutions. We originated as a team of select senior technical consultants and built our business primarily through relationships and referrals, a true testament to the quality technology services Netsync provides. An end-to-end IT solutions consulting company, Netsync is based in Houston, TX, with offices across the US. Netsync uses a true business consultative approach to determine clients' requirements and architects innovative and synergistic IT solutions to meet clients' needs. Our highly skilled and seasoned engineering team is available 24 hours a day, 7 days a week, 365 days a year. As a Cisco Gold, Master Collaboration, Master Networking, Master Security, and Master Service Provider Partner; an HP and Intel Platinum Partner; and holding certifications and specializations from many of the industry's top best-of-breed manufacturers, Netsync has built its reputation serving the public sector/SLED market.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
230202	Security Systems Products and Services	04/30/2026	See EDGAR Certification Doc.
230105	Technology Solutions Products and Services	05/31/2028	See EDGAR Certification Doc.
230901	Audio Visual Equipment, Supplies, and Services	11/30/2026	See EDGAR Certification Doc.
240303	Telephone and Communications Data Systems and Solutions	05/31/2027	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

230105

Clara Alessi	Contracts Manager	(866) 974-5959	legal@netsync.com
Cory Hopf	Director of Inside	(866) 974-5959	chopf@netsync.com

230202

Clara Alessi	Contracts Manager	(866) 974-5959	legal@netsync.com
Cory Hopf	Director of Inside	(866) 974-5959	chopf@netsync.com

230901

Clara Alessi	Contracts Manager	(866) 974-5959	NLegal@netsync.com
Cory Hopf	Director of Inside	(866) 974-5959	chopf@netsync.com

240303

Cory Hopf	Director of Inside	(866) 974-5959	chopf@netsync.com
Shawn Sellers	Director of Vendor	(713) 218-5009	ssellers@netsync.com

DIR-CPO-5025

Contract Start Date: **01/07/22**
Contract Term Date: **01/07/27**
Contract Expiration Date: **01/07/27**

Vendor Information

Netsync Network Solutions, Inc.

Vendor ID: **13200303298**
RFO: **DIR-CPO-TMP-442**
Contract Status: **Active**

VENDOR CONTACT:

Bernardo Fierro

Phone: 713-218-5000

Vendor Website

DIR CONTACT:

Suzanne Carson

Phone: (512) 475-4948

Contract Overview

Netsync Network Solutions, Inc. offers End-User IT Outsourcing (managed services) for information technology assets through this contract. Managed services include: Provisioning of Equipment; Desktop Outsourcing;and Asset Tracking. Support Services include: Service Desk; On -Site MAC; Remote Support; Standard and Ad Hoc Reporting Documentation; Break/Fix/Maintenance; and Unwind/End of Engagement services. Technology Services include: Mobility; HVD; Network Management; Software and Security Services. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract. DIR has exercised the final automatic renewal option for this contract. This extends the contract through 1/7/2027.

Contract Details & Ordering Information

Products & Services

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

Break/Fix Services

Computer Operations Services

Managed Services - Computers

Mobile Device Management

Security Services

Technical Services

Contract Number

DIR-CPO-4866

Contract Start Date: **11/16/22**
Contract Term Date: **11/16/26**
Contract Expiration Date: **11/16/27**

Vendor Information

Netsync Network Solutions, Inc.

Vendor ID: 13200303298

RFO: DIR-CPO-TMP-550

Contract Status: Active

VENDOR CONTACT:

Clara Alessi

Phone: (713) 248-7294

Vendor Website

DIR CONTACT:

Shane Hodyniak

Phone: (737) 263-6437

Contract Overview

Netsync Network Solutions offers Cyber Security hardware, software, and services through this contract. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through November 16, 2026.

Contract Details & Ordering Information

Products & Services

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

Hardware

Software

Contract Number

DIR-CPO-5122

Contract Start Date: **10/31/22**
Contract Term Date: **10/31/26**
Contract Expiration Date: **10/31/27**

Vendor Information

Netsync Network Solutions, Inc.

Vendor ID: **13200303298**
RFO: **DIR-CPO-TMP-559**
Contract Status: **Active**

VENDOR CONTACT:

Clara Alessi

Phone: (713) 248-7294

Vendor Website

DIR CONTACT:

Rebecca Armas

Phone: 512-475-4643

Contract Overview

Netsync Network Solutions, Inc. offers Technology-Based Recording and Conferencing Products and Related Services through this contract. Multiple brands are available on this contract. Customers can purchase directly through this DIR contract. Contract may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract. DIR has exercised the automatic renewal option for this contract. This renewal extends the contract through 10/31/2026.

Contract Details & Ordering Information

Products & Services

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

Software

Technology Based Conferencing

Contract Number

DIR-CPO-5384

Contract Start Date: **04/08/25**
Contract Term Date: **04/08/27**
Contract Expiration Date: **04/08/30**

Vendor Information

Insight Public Sector, Inc.

Vendor ID: 363949000

RFO: DIR-CPO-TMP-577

Contract Status: Active

VENDOR CONTACT:

Brittany Dunaway

Phone: (800) 474-7121

Vendor Website

DIR CONTACT:

Eliza Garcia

Phone: (512) 475-4631

Contract Overview

Insight Public Sector, Inc. offers Data Storage, Data Communication & Networking equipment and related services through this contract. This contract offers various product brands and related services. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state.

Contract Details & Ordering Information

Products & Services

Products & Services

This contract offers the following products and services. Please contact the Vendor f

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www.teleprocommunications.com

TELEPRO COMMUNICATIONS

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

PAYMENT TO

ADDRESS 12005 N. Bryan Rd.
CITY Mission
STATE Texas
ZIP 78573

TIPS CONTACT

NAME Charlie Martin
PHONE (866) 839-8477
FAX (866) 839-8472
EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: Y

SERVING STATES

TX

Overview

Telepro Communications provides, installs, services, and programs structured cabling systems, fiber optics, intercom systems, audio/visual systems, intercom systems, surveillance camera systems, network switches, wireless access points, access control systems, and security systems.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
230202	Security Systems Products and Services	04/30/2026	See EDGAR Certification Doc.
23010401	Trades, Labor, and Materials (NON-JOC)	04/30/2028	See EDGAR Certification Doc.
23010402	Trades, Labor, and Materials (JOC)	04/30/2026	See EDGAR Certification Doc.
230105	Technology Solutions Products and Services	05/31/2028	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS

230105

Edgar Rodriguez	Project Estimator	(956) 618-2360	erodriguez@teleprocommunications.
Noe Tamez	Estimating Director	(956) 618-7233	noe@teleprocommunications.com

230202

Edgar Rodriguez	Project Estimator	(956) 618-2360	erodriguez@teleprocommunications.
Noe Tamez	Estimating Director	(956) 618-7233	noe@teleprocommunications.com

23010401

Edgar Rodriguez	Project Estimator	(956) 618-2360	erodriguez@teleprocommunications.
Noe Tamez	Estimating Director	(956) 618-7233	noe@teleprocommunications.com

23010402

Edgar Rodriguez	Project Estimator	(956) 618-2360	erodriguez@teleprocommunications.
Noe Tamez	Estimating Director	(956) 618-7233	noe@teleprocommunications.com

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Printed 21 October 2025

SAFEGUARD FIRE

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

PAYMENT TO

ADDRESS 12005 N. Bryan Rd
CITY Mission
STATE TX
ZIP 78573

TIPS CONTACT

NAME Charlie Martin
PHONE (866) 839-8477
FAX (866) 839-8472
EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: N

SERVING STATES

TX

Overview

Provide, install, service, and monitor fire alarm, intrusion alarm, access control, and intercom systems.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
230202	Security Systems Products and Services	04/30/2026	CFV

CONTACTS BY CONTRACTS

230202

Edgar Rodriguez	Project Estimator	(956) 618-7233	erodriguez@safeguardsecurity.us
Daniel Backhaus	Project Manager	(956) 618-7233	daniel@safeguardsecurity.us

Home

Contract Number

DIR-CPO-5427

Contract Start Date: **06/12/25**
Contract Term Date: **06/12/27**
Contract Expiration Date: **06/12/30**

Vendor Information

Toshiba America Business Solutions, Inc.

Vendor ID: **13308653057**

RFO: **DIR-CPO-TMP-583**

Contract Status: **Active**

VENDOR CONTACT:

Toshiba Sales and Contracts Administrators

Vendor Website

DIR CONTACT:

Lupe Cruz

Contract Overview

Toshiba America Business Solutions, Inc. offers Toshiba, Lexmark, RISO, KIP, Brother, hardware and related services for copiers, printers, scanners, and document management. Additional products and services include: lease and rental agreements and managed print services. This contract also offers Enterprise Content Management products and services to include the following brands: Docuware, Drivve, Papercut, Psigen, Xmedius, Flashgrade, Pharos, and Printerlogic. Customers can purchase directly through this DIR contract or any of the Vendor's authorized resellers. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. One reseller is available for Riso products under this contract.

Contract Details & Ordering Information

Products & Services

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

Copiers

Lease Agreement - Printers Copiers Scanners - MFP

Maintenance - Printers Copiers Scanners - MFP

Managed Document Output

Multifunction

Printers

Printers Copiers Scanners - MFP - Peripherals

Printers Copiers Scanners - MFP - Supplies

Scanners

tyler technologies

One Tyler Drive
Yarmouth, ME 04096

P: 800.772.2260
F: 207.781.2459

www.tylertech.com

March 30, 2026

City of Mission
Attn: Abram Ramirez, IT Director
1201 E. 8th St.
Mission, TX 78572

RE: Sole Source for Procurement

Dear Mr. Ramirez:

Please accept this letter to confirm that Tyler Technologies is the sole source of its Tyler ERP Pro (formerly Incode Financials), Municipal Justice (formerly Incode Court), Enterprise Public Safety (formerly New World Public Safety), Public Safety Pro (formerly Incode Public Safety) and Enforcement Mobile (formerly Brazos) software. Tyler is the only party authorized to implement, support and update such software.

Tyler appreciates the trust that the City of Mission has placed in our company and products, and we will continue to work diligently to ensure your complete satisfaction with our software, service and support throughout the life of this partnership.

Please do not hesitate to contact me with any questions regarding the foregoing.

Regards,

Sherry Clark

Sherry Clark
Group General Counsel
Sherry.clark@tylertech.com

Contract Number

DIR-CPO-5237

Contract Start Date: **09/22/23**

Contract Term Date: **09/22/27**

Contract Expiration Date: **09/22/29**

Vendor Information

SHI/GOVERNMENT SOLUTIONS, INC.

Vendor ID: **1223695478500**

RFO: **DIR-CPO-TMP-570**

Contract Status: **Active**

VENDOR CONTACT:

Texas Team

Phone: (800) 870-6079
Fax: (512) 732-0232

Vendor Website

DIR CONTACT:

Cheryl Dukes

Phone: (512) 475-4717

Contract Overview

SHI Government Solutions, Inc. as a Value Added Reseller (VAR) offers Adobe and Microsoft software products and related services through this contract. Customers may purchase from the Select Plus Program or must enter into an Enterprise Agreement (EA) or have a current ELA with Microsoft. Customers can purchase directly through this DIR VAR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This Contract covers the entire Adobe and Microsoft Catalogue of products and Relat Services plus all government and education volume licensing MSRP special Discount programs. Resellers are not ava

for this contract. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 09/22/2027.

Contract Details & Ordering Information

Products & Services

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Software
- Technical Services

MORE INFORMATION

Vendor Website

Visit this Vendor's website to view the latest product, service, and pricing information.

About File Formats Some documents on this page are in the PDF format. Please download the Adobe Reader in order to view these documents.

Contract Number

DIR-CPO-5391

Contract Start Date: **01/07/25**
Contract Term Date: **01/07/27**
Contract Expiration Date: **01/07/30**

Vendor Information

Netsync Network Solutions, Inc.

Vendor ID: **13200303298**
RFO: **DIR-CPO-TMP-577**
Contract Status: **Active**

VENDOR CONTACT:

Bernardo Fierro

Phone: 713-218-5000

Vendor Website

DIR CONTACT:

Suzanne Carson

Phone: (512) 475-4948

Contract Overview

NETSYNC NETWORK SOLUTIONS, inc. offers data storage products and related services through this contract.

Contract Details & Ordering Information

Products & Services

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

Data Storage

Miscellaneous

Contract Number

DIR-CPO-5184

Contract Start Date: **03/16/23**
Contract Term Date: **03/16/27**
Contract Expiration Date: **03/16/28**

Vendor Information

Netsync Network Solutions, Inc.

Vendor ID: **13200303298**
RFO: **DIR-CPO-TMP-563**
Contract Status: **Active**

VENDOR CONTACT:

Clara Alessi

Phone: (713) 248-7294

Vendor Website

DIR CONTACT:

Shane Hodyniak

Phone: (737) 263-6437

Contract Overview

Netsync Network Solutions offers cloud infrastructure and cloud platform as a service, including cloud broker and related services through this contract. Customers can purchase directly through this DIR contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract. 3/6/2025: A third email was sent to vendor in an attempt to collect required information and intent to renew. Notification of potential suspension was given. SH 3/10/2025: DIR has executed Auto Renewal 1 for this contract, extending the end date to 3/16/2027. SH

Contract Details & Ordering Information

Products & Services

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

Cloud Broker Services

TD SYNNEX Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Advanced Technology Solutions Aggregator

Region 14 ESC - TX

Contract Number: 01-170

Initial Term: December 14, 2023 through December 31, 2026
Renewal Options: Option to renew for two (2) additional one-year periods through December 31, 2028

Executive Summary

- Pricing
- Value Add
- Authorized Resellers

Master Agreement Documents

- Official Signed Contract
- Contract Award Letter
- Pro Line Card Flyer Update
- Product Line Card

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents
- Multi-Award Justification Letter

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Opening Document
- RFP Receipt List
- Proof of Publication

01-97 Contract Documents

- 01-97 Contract Documents

Cyber Security Solutions & Services

Region 4 ESC - TX

Contract Number: R250307

Initial Term: October 1, 2025 through September 30, 2028
Renewal Options: With the option to renew for two (2) additional one-year periods through September 30, 2030

Executive Summary

- Executive Summary
- Pricing
- Approved Line Card
- Approved Subcontractors
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- Bid Receipt List
- Proof of Publication

Previous Contract

- R200803

Insight Public Sector Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Technology Products, Solutions and Related Services

Cobb County, GA

Contract Number: 23-6692-03

Contract Term: May 1, 2023 through April 30, 2028
Renewal Options: Unless terminated by the LPA, this Contract will automatically renew through the end date.

Executive Summary

- Executive Summary
- Pricing
- Manufacturers, Publishers and Suppliers
- Due Diligence

Master Agreement Documents

- Official Signed Contract

Response Evaluation

- Supplier Response to RFP
- Evalution Documents

Solicitation Process

- Original RFP Document
- RFP Addendum 1

- RFP Addendum 2
- RFP Addendum 3
- Proof of Publication
- RFP Opening Documents

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 26, 2026

PRESENTED BY: Cesar Torres, Chief of Police

AGENDA ITEM: Discussion and possible action on matters related to the authorization to accept grant funds from the Texas Department of Transportation for the FY 2026 Mini Grant – Operation Slow Down in the total amount of $9,903.57, with a 20% match accepted by TXDOT via in-kind match through fringe benefits and administrative costs – Torres

NATURE OF REQUEST:

The Mission Police Department requests authorization to accept grant funds from the Texas Department of Transportation for the FY 2026 Mini Grant – Operation Slow Down, in the amount of $9,903.57. This grant will require an in-kind 20% match from the City of Mission, which is accepted by TXDOT through fringe benefits and administrative costs. This grant will assist the police department during a two-week enforcement operation focused on reducing roadway deaths caused by speeding.

BUDGETED: Yes **FUND:** Designated Purpose **ACCT. #:** 15-300-33622

BUDGET: $135,900 **EST. COST:** $9,903.57 **CURRENT BUDGET BALANCE:** $135,900

BUDGETED: Yes **FUND:** Designated Purpose **ACCT. #:** 15-462-14040

BUDGET: $135,900 **EST. COST:** $9,903.57 **CURRENT BUDGET BALANCE:** $135,900

BID AMOUNT: $

STAFF RECOMMENDATION:

Approval.

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval JPT

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING_____

Texas Traffic Safety eGrants

Fiscal Year 2026

Organization Name: City of Mission Police Department

Legal Name: City of Mission

Payee Identification Number: 17460017381012

Project Title: STEP - Operation Slowdown

ID: 2026-Mission-OpSlow-00041

Period: 07/15/2026 to 08/05/2026

Texas Department Of Transportation - Traffic Safety
Electronic Signature Authorization Form

This form identifies the person(s) who have the authority to sign grant agreements and amendments for the Grant ID listed at the bottom of the page.

Name Of Organization: City of Mission

Project Title: STEP - Operation Slowdown

Authorizing Authority
The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into the agreement on behalf of the organization. I authorize the person(s) listed under the section "Authorized to Electronically Sign Grant Agreements and Amendments" to enter into an agreement on behalf of the organization.

Name:	
Title:	
Signature:	
Date:	
Under the authority of Ordinance or Resolution Number (if applicable)	

Authorized to Electronically Sign Grant Agreements and Amendments
List Subgrantee Administrators who have complete authority to enter into an agreement on behalf of the organization.

	Print Name of Subgrantee Administrator in TxDOT Traffic Safety eGrants	Title
1.		
2.		
3.		

Texas Traffic Safety eGrants

Fiscal Year 2026

Organization Name: City of Mission Police Department

Legal Name: City of Mission

Payee Identification Number: 17460017381012

Project Title: STEP - Operation Slowdown

ID: 2026-Mission-OpSlow-00041

Period: 07/15/2026 to 08/05/2026

GENERAL INFORMATION

Project Title : STEP - Operation Slowdown

Project Description : To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes and public information and education effort during the Enforcement period.

Including this year, how many years has your organization received funding for this project?

This will be our fifth or more year.

PROPOSING AGENCY AUTHENTICATION

X The following person has authorized the submittal of this proposal.

Name	Luis Gutierrez
Title	Sergeant
Address	1200 E. 8th
City	Mission
State	Texas
Zip Code	78572
Phone Number	9565845000 (xxx-xxx-xxxx)
Fax Number	(xxx-xxx-xxxx)
E-mail address	lgutierrez0559@missiontexas.us

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200, and the Department's Behavioral Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

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

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person will discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and the Texas Department of Transportation (TxDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of 5 U.S.C. Ch. 15 (5 USC 1501 - 1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq., and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, HUD, DOJ, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply and ensure compliance by each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (Natural Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree of consanguinity (by marriage) of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the limitation specified in paragraph B of this Article, if the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the total amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be offset by an equivalent underrun elsewhere in the Project Budget.

2. An increase to a salary amount stated in the budget is not considered an overrun. An underrun elsewhere in the budget may not be used to fund an increase to a stated salary amount.

3. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

4. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

5. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

6. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategory A, "Enforcement" or (200) Fringe Benefits to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or Other, to add to the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be used within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting" means the use of TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.
2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.
3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee shall further maintain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The

Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a 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

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.216, 200.310-.316, 200.318-.327.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantees. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT), 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Chapter 60, as they may be amended periodically (collectively the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (provides uniform and equitable treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100);
- **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government);
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, the

excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.

- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;

- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;

- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;

- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

d. That, in event a contractor/finding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract or procurement including purchases of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into such litigation to protect the interests of the state, and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program. Information can be found at web address https://www.txdot.gov/business/disadvantaged-small-business-enterprise/the-airport-concessions.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program (or the requirements of 49 CFR Part 26). The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, 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 the Subgrantee of its failure to carry out its approved program, the Department 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.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: 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 USDOT-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.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification , in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower

tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 25. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.

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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT

REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.

B. The Subgrantee agrees that it shall:

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

Definitions: For purposes of these Terms and Conditions, the "Department" is also known as the "State" and the "prospective primary participant" and the "Subgrantee" is also known as the "Subrecipient" and "prospective lower tier participant"

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 2 CFR, Part 200, and the Department's Behavioral Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

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

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. Political activity (Hatch Act) (applies to subrecipients as well as States). The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1509) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response,

Compensation, and Liability Act, as amended, 42 USC §§4601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, TxDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (Natural Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in a Project Budget category will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be offset by an equivalent underrun elsewhere in the Project Budget.

2. An increase to a salary amount stated in the budget is not considered an overrun. An underrun elsewhere in the budget may not be used to fund an increase to a stated salary amount.

3. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (eGrants), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

4. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

5. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

6. For Selective Traffic Enforcement Program (STEP) grants only: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or E, "P&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or E, "P&E Activities," to exceed the TxDOT amount listed in Subcategory B, "P&E Activities." The TxDOT amount for Subcategory B, "P&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the terms of this agreement within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by the cost principles outlined in 2 CFR Part 200.

F. The Subgrantee agrees to submit monthly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through eGrants.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period.

Preference for funding will be given to projects based on demonstrated performance history.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement in accordance with Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in eGrants. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through eGrants. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of this additional work will increase the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through eGrants. Reporting periods vary by project duration and are defined as follows:

1. For short term projects, the reporting period is the duration of the project. Subgrantee shall submit a performance report within 30 days of project completion.

2. For longer projects, the reporting period is monthly. Subgrantee shall submit a performance report within 30 days of the completion of each project month and within 30 days of project completion.

3. For Selective Traffic Enforcement Program (STEP) Wave projects, the reporting period is each billing cycle. Subgrantee shall submit a performance report within 30 days of the completion of each Billing cycle.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through eGrants, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (collectively "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all cause of action of any kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and cause of action of any kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supersedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a 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.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract shall relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept gifts or favors from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Subgrantee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's procurement and property management standards and (2) the federal procurement and property management standards provided by 2 CFR §§ 200.216, 200.310- 316, 200.318- .327.

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys

surveillance of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through eGrants.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (USDOT); 49 CFR, Part 21, 23 CFR, Part 200; and 41 CFR, Chapter 60, as they may be amended periodically (collectively called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: (applies to subrecipients as well as States) The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601-4) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100);
- **28 CFR 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal Government);
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The State highway safety agency-

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted;
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Agrees to insert in all contracts and funding agreements with other State or private entities the following clause:

  "During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

  a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

  b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in appendix B of 49 CFR part 21 and herein;

  c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

  d. That, in event a contractor/finding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and

  e. To insert this clause, including paragraphs (a) through (e), in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required

by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request that the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, particular size and nature of the goods or services to be acquired. The Subgrantee shall have final decision- making authority regarding the DBE goal and shall be responsible for documenting its actions

D. The Subgrantee shall follow all other parts of the Department's DBE program. Information can be found at www.txdot.gov/business/partnerships/disadvantaged-small-business-enterprise/advertisement-announcements.html

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, 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 the Subgrantee of its failure to carry out its approved program, the Department 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.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: 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 USDOT-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.

ARTICLE 24. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION (applies to subrecipients as well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification , in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

(1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person

to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in Covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (https://www.sam.gov/).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ARTICLE 26. CERTIFICATION REGARDING FEDERAL LOBBYING (applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 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.

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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. 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.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A.

B. The Subgrantee agrees that it shall:

1. In accordance with 2 CFR Part 25, all federal financial assistance applicants must obtain a unique entity identifier (UEI) from SAM. The UEI is a 12-character, alpha-numeric value.

2. Report the total compensation and names of its top five (5) executives to the State if:

   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. 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.

B. If threshold expenditures of $1,000,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at singleaudits@txdot.gov

C. If expenditures are less than $1,000,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the $1,000,000 expenditure threshold and therefore, are not required to have a single audit performed for FY_____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee 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 the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT (applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING (applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

(This article applies only to non-profit entities.)

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at

no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

ARTICLE 32. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE (applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

ARTICLE 33. INTERNAL ETHICS AND COMPLIANCE PROGRAM

Subgrantee shall comply with Title 43 Texas Administrative Code §25.906(b). Subgrantee certifies it has adopted an internal ethics and compliance program that satisfies the requirements of Title 43 Texas Administrative Code §10.51 (relating to Internal Ethics and Compliance Program). Subgrantee shall enforce compliance with that program.

RISK ASSESSMENT SUBGRANTEE

1. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the current fiscal year	3
2. Number of Behavioral Traffic Safety Funded Projects with TxDOT in the previous fiscal year	5
3. Does your agency plan to use funding from outside local, federal or state sources to fund activities in this project. If Yes, which sources? If No, enter None	no
4. When did the agency update its grant operating policies and procedures	11/23/2020
5. Has your agency ever terminated a grant project prior to the grant year ending?	No
6. Number of total personnel to be hired (new or previous) to work on this project (Not including volunteers or non-paid staff)	0
7. Will the personnel working on this grant splitting time on multiple projects?	No

SUBGRANTEE COMPLIANCE PAGE

1. Unique Entity Identifier: In accordance with 2 CFR Part 25, all federal financial assistance applicants must obtain a unique entity identifier (UEI) from System for Award Management (SAM or SAM.gov). The UEI is a 12-character, alpha-numeric value which can be obtained at https://sam.gov/content/entity-registration.

Agency UEI number is NB6GZTVY4BF7 with a Registration Expiration Date of 8/8/2026
If UEI number is incorrect or if UEI is expiring before grant begin date, please upload a screen capture or print-as-pdf version of the SAM.gov webpage with UEI number here.https://egrants.bts.txdot.gov/_Upload/1473187_344704-1450074_344704-EntityInformation_20250917-081508.pdf

X Agency confirms the UEI number is correct, certifies it is current and commits to annually maintain the registration

2. Agency financial year begins on October and ends on September
Yes
If No, please provide the correct financial year from to

3. Agency Legal Name to be printed on Grant Agreement is City of Mission
Yes
If No, please provide the correct legal name

4. Agency Payee Identification Number (PIN) is 17460017381012
(please confirm with your finance department)
Yes
If No, please provide the correct number PIN
PIN is made up of 11-digit Texas Identification Number + 3-digit Mail Code

5. Single Audit Report
In accordance with 2 CFR 200 Subpart F—Audit Requirements and Single Audit Act, a subrecipient that expends $1,000,000 or more in Federal awards during the subrecipient's fiscal year must have a single or program-specific audit conducted for that year.

If the federal expenditure threshold of $1,000,000 or more is met during your entity's fiscal year, submit a Single Audit Report and applicable management responses to TxDOT's Compliance Division at 125 East 11th Street, Austin, TX 78701 or singleaudits@txdot.gov.

If federal expenditures are less than $1,000,000 during your entity's fiscal year, submit a statement to TxDOT's Compliance Division at singleaudits@txdot.gov as follows: " did not meet the $1,000,000 expenditure threshold and therefore we are not required to have a single audit performed for FY ."
XAgree to comply with Single Audit Report

6. STEP Operating Policies and Procedures (Law Enforcement Agencies Only)

Law Enforcement Agencies must have established written STEP operating policies and procedures. Agencies must include a signed and dated cover letter certifying the Policy and Procedure document as current for the grant year. Please click here for STEP Operating Policies and Procedures requirements. Please upload the STEP Operating policy and procedures document:
https://egrants.bts.txdot.gov/_Upload/1473187_344699-1450074_344699-STEPPOL2027.pdf

INTERNAL ETHICS AND COMPLIANCE PROGRAM CERTIFICATION

BACKGROUND
Title 43 of the Texas Administrative Code requires specific state and federal funds recipients to adopt and enforce an internal ethics and compliance program that satisfies the requirements of 43 Texas Administrative Code §10.51. The department may, at its discretion, request that the entity provide the department with written evidence of the entity's internal ethics and compliance program

MINIMUM REQUIREMENTS SET FORTH IN TITLE 43 TEXAS ADMINISTRATIVE CODE §10.51:

1. High level personnel are responsible for oversight of compliance with the standards and procedures.
High level personnel shall be knowledgeable about the content and operation of the entity's internal ethics and compliance program and shall promote an organizational culture that encourages ethical conduct and a commitment to compliance with all applicable laws and regulations.

2. Appropriate care is being taken to avoid the delegation of substantial discretionary authority to individuals whom the entity knows, or should know, have a propensity to engage in illegal activities
The entity shall have a consistent process to vet the background of current and future employees in high level positions and those involved in the handling of financial and/or highly confidential information.

3. Ensure that compliance standards and procedures are effectively communicated to all of the entity's employees, including members of the governing board if the entity has a governing board, by requiring them to participate in periodic training in ethics and in the requirements of the program.
The entity shall ensure that employees and the governing board (if applicable) are made aware of all internal ethics and compliance policies, procedures, and practices by requiring them to participate in periodic ethics and compliance training. A record of those participating in training shall be kept.

4. Ensure that compliance standards and procedures are effectively communicated to all of the entity's agents
The entity shall notify and require its partners doing business on its behalf to comply with the entity's internal ethics and compliance policies, procedures, and practices through written or verbal communication.

5. Ensure that reasonable steps are being taken to achieve compliance with the compliance standards and procedures by using monitoring and auditing systems that are designed to reasonably detect noncompliance and providing and publicizing a system for the entity's employees and agents to report suspected non-compliance without fear of retaliation
The entity shall have in place a reporting system, which may include mechanisms for anonymity or confidentiality, that allows employees, the governing board and entity agents to report suspected incidents of non-compliances without fear of retaliation.

The entity shall have an established process for assessing compliance with its code of conduct as well as policies and procedures adopted to promote adherence with laws and regulations.

6. Ensure consistent enforcement of compliance standards and procedures is administered through

appropriate disciplinary mechanisms
The entity shall respond to incidents of non-compliance by following an established internal disciplinary process.

7. Ensure reasonable steps are being taken to respond appropriately to detected offenses and to prevent future similar offenses
The entity shall have established protocols and processes for monitoring and responding to risk that could potentially result in violations.

The entity shall act appropriately to prevent similar conduct by implementing a plan remedying past noncompliance, preventing future non-compliance and making modifications as necessary to the entity's policies to ensure effective compliance.

8. Have in place a written employee code of conduct that, at a minimum, addresses record retention, fraud, equal opportunity employment, sexual harassment, conflicts of interest, personal use of the entity's property, and gifts honoraria
The entity shall adopt a code of conduct that, at a minimum, addresses each element of this requirement.

CERTIFICATION

Our agency would like to be eligible to receive state or federal funds from or through the Texas Department of Transportation.

To comply with the requirements set forth in the Texas Administrative Code, the entity certifies that:

1. the entity has a written internal ethics and compliance program that provides compliance standards and procedures that are designed to detect and prevent violations of the law, and ethical standards;

2. the entity enforces employee compliance with its internal ethics and compliance program; and

3. the entity's internal ethics and compliance program specifically includes, at a minimum, the items contained in 43 Tex. Admin. Code §10.51.

Any other requirements by any state, federal, or local law, rule, regulation, ordinance or otherwise is not included in these requirements and it is the sole responsibility of the undersigned to comply with such laws. This is not intended to provide legal advice or representation to the undersigned.

The department may, at its discretion, request that the entity provide the department with written evidence of the entity's internal ethics and compliance program (43 Tex. Admin. Code §10.51(c)).

XAgency (Entity) agrees to comply with above requirements

AGENCY INFORMATION

Agency Contacts

1. Who is your department's Chief/Sheriff/Constable?	Cesar Torres
2. How many years has that person held that position at this agency?	4
3. Who is the person in charge of training at your department?	Marco Bazaldua
4. Please provide their work email and telephone number.	Mbazaldua0515@miss
5. What is the name of the person in charge of your department's official social media accounts?	Virginia Passamentt
6. Please provide their work email and telephone number.	(956)584-5000

Service Data

1. What is the size in square miles of your department's service area?	36.39
2. What is the latest estimated population of your service area?	87522
3. How many sworn officer positions is your agency authorized?	190
4. How many of those positions are currently filled?	185
5. How many total calls for service did your agency log in the past 12 months?	65800
6. How many total crashes did your agency respond to in the past 12 months?	2350
7. How many total vehicle stops did your agency make in the past 12 months?	11250

BTS Program Area

1. Does your agency participate in Fatal Crash Review (FCR) meetings with TxDOT?	Yes
2. Does your department have a traffic unit?	Yes
3. Does your department have a DWI unit?	Yes
4. Does your department have at least one currently certified Drug Recognition Expert (DRE)?	Yes
5. Does your department have at least one certified Child Passenger Safety (CPS) Technician or Instructor?	Yes
6. Does your department have at least one data analyst?	Yes
7. Does your department have at least one certified Commercial Vehicle Enforcement (CVE) officer?	Yes
8. Does your agency have a Controlled Party Dispersal (CPD) program in place for underage individuals who are gaining social access to alcohol at parties?	No
9. Are there any officially designated bicycle routes in your service area?	Yes
10. Are there ride-sharing options available in your community such as Lyft or Uber?	Yes

COUNTY SERVED

Select a County: Hidalgo County - Pharr District

POLITICAL DISTRICT SERVED

Select a Political District Served (View a map):

U.S. Congress*	Congressional District 15 Congressional District 28
Texas Senate*	Texas Senate District 20
Texas House*	Texas House of Representatives District 35 Texas House of Representatives District 36 Texas House of Representatives District 41

GOALS STRATEGIES AND OPERATIONAL PLAN

Goal: To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes

Strategies: Increase enforcement of traffic safety-related laws.
Increase public education and information campaigns.

X I agree to the above goals and strategies.

Operational Plan

The purpose of this mobilization is to conduct high-visibility saturation patrols within the Enforcement Zones identified in the Operational Plan (Enforcement Zone) section of the grant for at least four days during the enforcement periods outlined in the sections below. Subgrantee must also perform pre-enforcement earned-media campaigns for each enforcement period.

Pre-Media Efforts Before Enforcement period Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the traffic laws are being enforced. These activities must occur prior to enforcement activities beginning.	July 15 , 2025 - July 17, 2025
Enforcement Period Officers working Operation: Slowdown must conduct high-visibility overtime enforcement activities focused on reducing the number of Fatal (K) and Suspected Serious Injury (A) crashes involving contributing factors commonly associated with speed. Officers should conduct grant enforcement efforts by moving at or slightly below the speed limit with traffic. While officers working STEP enforcement should focus on violations that contribute to speed-related crashes, any probable cause may be used to initiate a vehicle stop within the established enforcement zones. Officers working STEP-OpSlow should remain mobile when possible and work steadily throughout the shift to document stopping an average of 2.5 vehicles in each STEP enforcement hour.	July 18, 2025 - August 03, 2025
Post-Media Efforts After Enforcement period Conduct local media events informing the public about the importance and effectiveness of maintaining a safe speed and relative distance to other vehicles when driving. The Post-Media Campaign may begin immediately upon completion of the enforcement period.	August 04, 2025 - August 06, 2025
Reporting Period Agencies will submit a performance report during this time period.	July 15, 2025 - August 06, 2025

Comments:

Please mark all of your proposed zones on a single heat map and upload that map here. Click here to see an example. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.
https://egrants.bts.txdot.gov/_Upload/1473193_346738-OPslowheatmap.pdf

XAgency agrees to conduct the engagement activities associated with this project as described

LAW ENFORCEMENT OBJECTIVE/PERFORMANCE MEASURE

STEP enforcement grants are focused on reducing crashes and Operation: Slowdown enforcement grants specifically focus on reducing Fatal (K) or Suspected-Serious-Injury (A) crashes involving contributing factors commonly associated with speed. The blanks on this page represent the baseline number of speed-involved KA crashes (Speed-KA), and the KA crash targets each agency hopes to achieve through enforcement efforts associated with this grant project. The data entered on this page is the basis for the grant's enforcement performance measures. The Baseline KA crash data is provided by TxDOT using a 3-year rolling average of Speed-KA crashes as reported to TxDOT's Crash Reporting Information System (CRIS) database. The Target number of KA crashes should be less than the number of Baseline KA crashes.

Baseline: KA Crashes involving Speed (Speed-KA) for subgrantee's jurisdiction	8
Target: Reduce the number of Speed-related KA crashes to	7

Note: Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder. Department and Subgrantee acknowledge that Texas Transportation Code Section 720.002 prohibits using traffic-offense quotas and agree that nothing in this Agreement is establishing an illegal quota. In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E OBJECTIVE/PERFORMANCE MEASURE

XI agree to the below efforts with a public information and education (PI&E) program.

a. Conduct a minimum of one (1) presentations

b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, interviews, mobilization-appropriate social media posts)

c. Conduct a minimum of one (1) community events (e.g. health fairs, booths)

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Instructions :

- Agency must use the appropriate STEP heat maps to develop Enforcement Zones where all enforcement activities under this grant will be conducted. There will be no "jurisdiction-wide" enforcement zones.
- Enforcement Zones are limited in size to maximum of 4 linear or 4 square miles each and should bound high-crash locations. Each detail map must show the entire zone and a measurement of that zone, with one zone per uploaded detail map. Additional documentation may be provided to further define the enforcement zone boundaries and should be scanned and uploaded using the "Additional Documentation" upload button. Each agency will be allowed a minimum of 2 enforcement zones. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.
- Agencies are expected to document initiating an agency-wide average of 2.5 vehicle stops per enforcement hour within the zones attached to and described in this section. The numbers used to calculate the 2.5 agency-wide average will be adjusted to allow for enforcement time (or "arrest hours") spent transporting arrestees for booking.
- Please complete this page, then click the Save button. Required fields are marked with an *.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

Zone Name	zone 1
Zone Description	IH 2 from Mayberry to Shary Rd (east and west bound traffic), Shary Rd from IH to to 495 (griffin Parkway) , 495 (Griffin Parkway) from Shary Rd to Mayberry Rd. Mayberry Road From 495 (griffin Parkway to IH 2. Or within zone.
Zone Hours	24/7
Zone Detail Map	https://egrants.bts.txdot.gov/_Upload/1473196_341678-opslowzone1.pdf
Additional Documentation	

OPERATIONAL PLAN(ENFORCEMENT ZONES)

Instructions :

- Agency must use the appropriate STEP heat maps to develop Enforcement Zones where all enforcement activities under this grant will be conducted. There will be no "jurisdiction-wide" enforcement zones.
- Enforcement Zones are limited in size to maximum of 4 linear or 4 square miles each and should bound high-crash locations. Each detail map must show the entire zone and a measurement of that zone, with one zone per uploaded detail map. Additional documentation may be provided to further define the enforcement zone boundaries and should be scanned and uploaded using the "Additional Documentation" upload button. Each agency will be allowed a minimum of 2 enforcement zones. The maximum number of allowable zones for an agency is determined by dividing the total number of enforcement hours by 40 and rounding to the nearest whole number.
- Agencies are expected to document initiating an agency-wide average of 2.5 vehicle stops per enforcement hour within the zones attached to and described in this section. The numbers used to calculate the 2.5 agency-wide average will be adjusted to allow for enforcement time (or "arrest hours") spent transporting arrestees for booking.
- Please complete this page, then click the Save button. Required fields are marked with an *.
- Click Add button to create another zone
- Zone Name should match file name of uploaded supporting map. Each attachment need to be less than 4MB

Zone Name	zone 2
Zone Description	Zone 2 Conway from IH 2 to E 2 Mile Rd, E 2 Mile Rd from Conway to Inspiration, Inspiration from E 2 Mile Rd to IH2, IH 2 from Inspiration to Conway east and west bound traffic. Or within zone
Zone Hours	24/7
Zone Detail Map	https://egrants.bts.txdot.gov/_Upload/1473197_341678-zone2heatmapopslowdown.pdf
Additional Documentation	

SALARIES AND FRINGE BENEFITS

Law Enforcement Hours: 146

	TxDOT Hours	Match Hours	Wage Rate	TxDOT Salaries	Match Salaries	Total Salaries	Fringe %	Total Fringe:
A. Enforcement								
Officers/Deputies:	146		$54.000	$7,884.00		$7,884.00	%	$1,665.88
Sergeants:			$0				%	$0
Lieutenants/Other:			$0				%	$0
Non Enforcement (PI&E Activities & Administrative Duties) Overtime Regular Time Check the Over Time and/or Regular Time if applicable to the hours identified below. If there are No PI&E Activities or Administrative Duties leave both boxes unchecked Non-Enforcement salaries to be reimbursed must not exceed 10% of the TxDOT award								
administrative duties, checking dars and payroll and body cams. Supervision of Officers and scheduling.		4	$73.000		$292.00	$292.00	%	$61.69
			$0				%	$0
			$0				%	$0
			$0				%	$0
			$0				%	$0
			$0				%	$0
Total:				$7,884.00	$292.00	$8,176.00		$1,727.57

Category	TxDOT	%	Match	%	Total
Salaries:	$7,884.00	96.43%	$292.00	3.57%	$8,176.00
Fringe Benefits:	$0	0.00%	$1,727.57	100.00%	$1,727.57

Breakdown of Fringe Percentages: Details of regular time, if included in any of the above hours :

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	$7,884.00	$292.00	$8,176.00
(200)	Fringe Benefits	$0	$1,727.57	$1,727.57
	Category I Sub-Total	$7,884.00	$2,019.57	$9,903.57
Category II - Other Direct Costs				
(300)	Travel	$0	$0	$0
(400)	Equipment	$0	$0	$0
(500)	Supplies	$0	$0	$0
(600)	Contractual Services	$0	$0	$0
(700)	Other Miscellaneous	$0	$0	$0
	Category II Sub-Total	$0	$0	$0
Total Direct Costs		$7,884.00	$2,019.57	$9,903.57
Category III - Indirect Costs				
(800)	Indirect Cost Rate	$0	$0	$0
Summary				
	Total Labor Costs	$7,884.00	$2,019.57	$9,903.57
	Total Direct Costs	$0	$0	$0
	Total Indirect Costs	$0	$0	$0
	Grand Total	$7,884.00	$2,019.57	$9,903.57
	Fund Sources (Percent Share)	79.61%	20.39%	

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 26, 2026

PRESENTED BY: Anna Carrillo, City Secretary

AGENDA ITEM: Discussion and possible action on matters related to approval of Ordinance No. _____ repealing Ordinance No. 5035 (Mission Historical Preservation Commission Ordinance), pursuant to City Council direction from Executive Session on May 12, 2026 - Carrillo

NATURE OF REQUEST:

City Council, during executive session on May 12, 2026, provided direction to repeal Ordinance No. 5035, entitled “Mission Historical Preservation Commission Ordinance.” The repeal includes all provisions related to the Historic Preservation Overlay District, Historic Preservation Commission, Historic Preservation Officer duties, design criteria, designation processes, maintenance standards, certificate of appropriateness procedures, and any amendments thereto. Upon approval, Ordinance No. 5035 will be repealed in its entirety and shall be of no further force and effect.

BUGETED: Yes / No / N/A **FUND:** _____ **ACCT. #:** _____

BUDGET: $ _____ **EST. COST:** $ _____ **CURRENT BUDGET BALANCE:** $ _____

BID AMOUNT: $ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *AG*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MISSION, TEXAS, REPEALING ORDINANCE NO. 5035, KNOWN AS THE MISSION HISTORICAL PRESERVATION COMMISSION ORDINANCE; PROVIDING FOR THE REPEAL OF ALL RELATED PROVISIONS INCLUDING THE HISTORIC PRESERVATION OVERLAY DISTRICT AND ASSOCIATED REGULATIONS; PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR PUBLICATION AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Mission, Texas previously adopted Ordinance No. 5035 establishing the Mission Historical Preservation Commission, Historic Preservation Overlay District, and related regulations; and

WHEREAS, the City Council finds it to be in the best interest of the public health, safety, and welfare to repeal Ordinance No. 5035 and all provisions associated therewith; and

WHEREAS, the City Council retains authority under Chapter 211 of the Texas Local Government Code to regulate zoning and land use within the City;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS:

SECTION 1. REPEAL

Ordinance No. 5035, entitled "Mission Historical Preservation Commission Ordinance," including all provisions creating the Historic Preservation Overlay District, Historic Preservation Commission, Historic Preservation Officer duties, design criteria, designation processes, maintenance standards, certificate of appropriateness procedures, and any amendments thereto, is hereby repealed in its entirety and shall be of no further force and effect.

SECTION 2. REPEAL OF CONFLICTING PROVISIONS

All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 3. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. EFFECTIVE DATE

This Ordinance shall take effect immediately upon its adoption and publication as required by law.

PASSED AND APPROVED on this 26th day of May, 2026.

_____
Norie Gonzalez Garza, Mayor

ATTEST:

_____
Anna Carrillo, City Secretary

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 26, 2026

PRESENTED BY: Anna Carrillo, City Secretary

AGENDA ITEM: Discussion and possible action on matters related to the adoption and approval of the updated City of Mission Title VI Non-Discrimination Plan, including the designation of an Americans with Disabilities Act (ADA) Title II Coordinator, to ensure compliance with federal civil rights requirements - Carrillo

NATURE OF REQUEST:

The City of Mission has updated its Title VI Non-Discrimination Plan to ensure compliance with federal regulations prohibiting discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. As part of these efforts, the City is also required to designate an Americans with Disabilities Act (ADA) Title II Coordinator to oversee compliance with ADA requirements and to serve as a point of contact for accessibility-related concerns and complaints. Approval of this item will formalize the adoption of the Title VI Plan and the designation of the ADA Coordinator, reinforcing the City's commitment to equal access, nondiscrimination, and inclusive service delivery.

BUGETED: Yes / No / N/A **FUND:** _____ **ACCT. #:** _____

BUDGET: $ _____ **EST. COST:** $ _____ **CURRENT BUDGET BALANCE:** $ _____

BID AMOUNT: $ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JPT*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

TITLE VI / NONDISCRIMINATION PLAN

CITY OF MISSION

1201 E. 8th Street
Mission, Texas 78572

Title VI/Nondiscrimination Contact Information:

City of Mission
Anna Carrillo, City Secretary
ADA Coordinator
1201 E. 8th Street
Mission, TX 78572
956-580-8721
Email: adacoordinator@missiontexas.us

Revised 05/26/2026

CITY OF MISSION
TITLE VI NON-DISCRIMINATION PLAN

ADMINISTRATIVE POLICY MANUAL

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CITY OF MISSION
TITLE VI NON-DISCRIMINATION PLAN

ADMINISTRATIVE POLICY MANUAL

INTRODUCTION

Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any agency receiving federal assistance. All recipients are required to comply with various nondiscrimination laws and regulations, including Title VI of the Civil Rights Act of 1964 (Title VI). Specifically, Title VI assures that, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving Federal assistance." Title VI has been broadened by related statutes, regulations and executive orders. Discrimination based on sex is prohibited by Section 324 of the Federal-Aid Highway Act, which is the enabling legislation of the Federal Highway Administration (FHWA). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibits unfair and inequitable treatment of persons as a result of projects which are undertaken with Federal financial assistance. The Civil Rights Restoration Act of 1987 defined the word "program" to make clear that discrimination is prohibited throughout an entire agency if any part of the agency receives federal financial assistance.

In addition to statutory authorities, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, signed in February of 1994, requires Federal agencies to achieve environmental justice as part of their mission by identifying disproportionately high and adverse human health or environmental effects of their programs, policies, and activities on minority populations and low-income populations. In 1997, the U.S. Department of Transportation (USDOT) issued its DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations to summarize and expand upon the requirements of Executive Order 12898 on Environmental Justice.

Also, Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance. As a recipient of Federal financial assistance in certain programs and projects, the City of Mission (hereinafter "the City") must make reasonable efforts to provide access to individuals with limited ability to speak, write, or understand the English language.

The City must not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects because of race, color, sex, or national origin. Therefore, the primary goals and objectives of the City of Mission's Title VI Nondiscrimination Plan are:

1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives;

2. To ensure that people affected by the City's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;

3. To prevent discrimination in City programs and activities, whether those programs and activities are federally funded or not;

4. To establish procedures for identifying impacts in any program, service, or activity that may create an illegal adverse impact on any person because of race, color, national origin, age, sex, or disability; or on minority populations, low-income populations, the elderly, persons with disabilities, and all affected Title VI populations;

5. To establish procedures to annually review Title VI compliance of specific program areas within the City;

6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in a City-provided service, project, program or activity.

As the recipient of Federal transportation funds, the City must comply with Federal and State laws, and related statutes, to ensure equal access to all persons, with respect to its programs and activities without regard to race, color, national origin, sex, age, or disability. Every effort will be made to prevent discrimination in any City-sponsored program or activity, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

The City's Title VI Plan also establishes procedures to make sure that the City's contractor's and sub-recipients adhere to Federal and State laws and include in all written agreements or contracts assurances that the sub-recipient must comply with Title VI and other related statutes. The City, as a recipient receiving Federal funds in certain programs and activities, shall monitor its sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the City will make a good faith effort to ensure that the sub- recipient corrects any such deficiencies.

Federal Financial Assistance

Title VI states that no program or activity receiving "Federal financial assistance" shall discriminate against individuals based on their race, color, or national origin. Federal financial assistance may include grants and loans of federal funds, the grant or donation of Federal property and interests

in property, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and any other federal arrangement, agreement, or contract which purpose is to provide federal assistance.

Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. Federal financial assistance may be received directly or indirectly.

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AUTHORITIES

The authorities applicable to the City of Mission's Title VI program are included below:

- **Title VI of the Civil Rights Act of 1964, (42 U.S.C. §2000d)** provides that, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance."
- **Civil Rights Restoration Act of 1987** restored the intent of Title VI and the broad, institution-wide scope and coverage of nondiscrimination statutes to include all programs and activities of federal-aid recipients, sub-recipients, and contractors, whether those programs and activities are federally funded or not.
- **Federal Aid Highway Act of 1973 (Section 324, Title 23 U.S.C.)** provides that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance.
- **Uniform Act of 1970 (42 U.S.C. 4601)** which prohibits unfair and inequitable treatment of persons displaced or whose property will be acquired as a result of federally assisted programs or activities.
- **Section 504 of the Rehabilitation Act of 1973** which prohibits discrimination based on a handicap/ disability.
- **49 CFR Part 21** U.S. Department of Transportation (U.S. DOT) Regulations for the Implementation of Title VI – requires assurances from states that nondiscrimination under any program or activity for which the recipient receives federal assistance from the U.S. DOT, including the Federal Highway Administration (FHWA) will be prevented.
- **28 CFR 50.3** Guidelines for the Enforcement of Title VI, Civil Rights Act of 1964
- **Executive Order No. 12898** Addresses federal actions to address Environmental Justice in minority populations and low-income populations.
- **Executive Order No. 13166** Addresses the improvement of access to services for persons with Limited English Proficiency.
- **Executive Order No. 12250** Department of Justice Leadership and Coordination of Non-Discrimination Laws

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POLICY STATEMENT & STANDARD DOT ASSURANCES

Policy Statement:

The City of Mission, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statues, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. §2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity administered by the City of Mission.

_____

Norie Gonzalez Garza, Mayor

Standard DOT Assurances:

The City of Mission, Texas (herein referred to as the "Recipient"), **HEREBY AGREES THAT,** as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration, is subject to and will comply with the following:

Statutory/Regulatory Authorities

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
49 C.F.R. Part 21 (entitled *Nondiscrimination in Federally-Assisted Programs of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);*
28 C.F.R. § 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

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"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the OST-R.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its federally assisted University Transportation Centers Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in§§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all University Transportation Centers Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*"The City of Mission, Texas, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.*C. *§§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color,* or *national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or Is In the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, *The City of Mission, Texas* also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the OST-R access to records, accounts, documents, information, facilities, and staff. You also recognize that you must

comply with any program or compliance reviews, and/or complaint investigations conducted by OST-R. You must keep records, reports, and submit the material for review upon request to OST-R, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The City of Mission, Texas gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the University Transportation Centers Program. This ASSURANCE is binding on *The City of Mission, Texas,* other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the University Transportation Centers Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____
Norie Gonzalez Garza, Mayor

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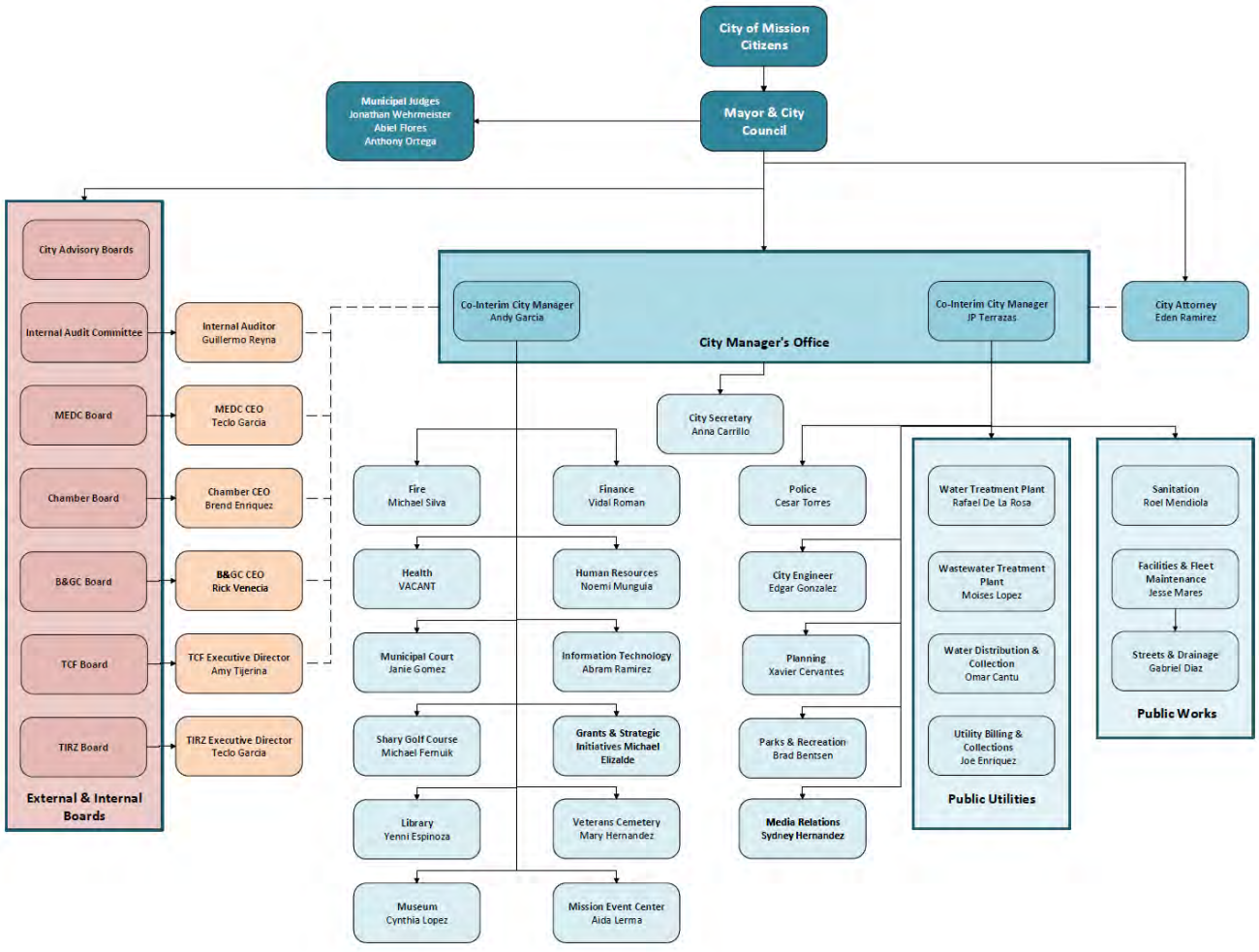
ADMINISTRATIVE POLICY MANUAL

Organization and Staffing

Pursuant to 23 CFR 200, City of Mission has appointed a Title VI Coordinator who is responsible for City of Mission's Title VI Program.

City of Mission
Anna Carrillo, City Secretary
1201 E. 8th Street
Mission, TX 78572
956-580-8721
Email: adacoordinator@missiontexas.us

CITY ORGANIZATIONAL CHART



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TITLE VI NON-DISCRIMINATION PLAN

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ROLES & RESPONSIBILITIES

Title VI / Nondiscrimination Coordinator:

The City of Mission's Title VI/Nondiscrimination Coordinator is its City Secretary or designee. The City Secretary reports to the City Council and shall have lead responsibility for coordinating the administration of the Title VI and related statutes program, plan and assurances for the City of Mission.

The Title VI/Nondiscrimination Coordinator is authorized to ensure compliance with the provisions of the City's statement of nondiscrimination and with the appropriate laws and regulations. The Title VI/Nondiscrimination Coordinator will also ensure implementation of the City's nondiscrimination policy statement and will be responsible for initiating, monitoring, and ensuring the City's compliance with Title VI requirements.

The Title VI/Nondiscrimination Coordinator's (or designee) role and responsibilities include but are not limited to the following:

1. **Program Administration.** Being the focal point for the Title VI implementation and monitoring of programs and/or activities receiving federal financial assistance. Ensuring that Title VI requirements are included in appropriate policy directives and that the procedures used have built in safeguards to prevent discrimination. Ensure compliance with Title VI assurances, policies, and program objectives.

2. **Public Dissemination of Information**. Develop and disseminate Title VI program information (and, where appropriate, in languages other than English) to City departments/offices, sub-recipients (including contractors, subcontractors, and consultants) and the general public. The public dissemination program shall involve the posting of the City's Title VI Policy Statement: a) in contracts or other agreements and bid specification packages; b) on the City's website, www.missiontexas.us; c) in certain City buildings. The dissemination to departments/offices will include: a) an annual broadcast to City employees; b) Posting on the City's website; c) Acknowledgements of the City's Title VI and LEP Plan in the new employee orientation.

3. **Annual Work Plan and Accomplishment Report.** Coordination, compilation, and submission of the Annual Work Plan and Accomplishment Report to the Texas Department of Transportation, Office of Civil Rights via TXDOT's Title VI/Nondiscrimination Annual Work Plan & Accomplishment Report Development Guide, as presented in TXDOT's Title VI/Nondiscrimination Technical Assistance Guide for Sub-Recipients. The Annual Work Plan and Accomplishment Report is due one year from the date of approval of the Title VI plan

and then annually on that same date. Ensure the following areas are adequately addressed in the plan:

- Title VI complaint procedures
- Record of Title VI investigations, complaints or lawsuits, and dispositions
- Plan to involve persons with Limited English Proficiency (LEP)
- Environmental Justice Plan
- Title VI notices to the public
- Annual report of Title VI accomplishments and changes to the program in the preceding Federal fiscal year

4. **Elimination of Violations.** Assisting with the correction of Title VI related problems or discriminatory practices or policies found through self-monitoring and review activities. When deficiencies are found, reasonable procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s).

5. **Complaint Process.** Implementation of procedures for the prompt processing of external Title VI discrimination complaints.

6. **Complaint Resolution.** Overseeing the investigation of external Title VI complaints.

7. **Training Program Development.** Facilitate the development and implementation of training programs on Title VI issues and regulations and other nondiscrimination authorities for City departments/offices, contractors, and sub-recipients. A summary of training conducted will be reported in the annual update.

8. **TXDOT Notice.** Forwarding Title VI complaints filed against the City of Mission to TXDOT within 10 calendar days for investigation.

9. **Data Collection.** Coordinating the collection and maintenance of statistical data on race, color, national origin, English language proficiency and sex of participants in the beneficiaries of City programs. Most information will be gathered through Census data and maps. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

10. **Title VI Plan Update.** If updated, providing a copy of the Title VI Plan to the Texas Department of Transportation. The City will automatically update and renew its Title VI Assurances every three years or as necessary on the occasion of a change in the City's Title VI Plan administrative structure and staffing or changes to the plan's complaint procedures, etc.

Departments/Elected Offices:

The City of Mission Departments will coordinate with the Title VI/Nondiscrimination Coordinator to ensure compliance with Title VI requirements for TXDOT. Department Heads and Elected Officials' responsibilities for Title VI requirements include, but are not limited to the following:

1. Environmental Justice compliance on all TXDOT or other federally funded projects

2. Collecting and analyzing data to numerically assess the reach and impact of its program funds

3. Complying with Limited English Proficiency Plan and Environmental Justice/Public Participation monitoring and reporting requirements

4. Coordinating with Title VI/Nondiscrimination Coordinator to ensure all required information is provided in a timely manner

Purchasing Department:

The City of Mission's Purchasing Department shall make sure that the notifications in, Appendixes are included in all solicitations for bids for work or material, and as an associated component of the contract, including the following language which should not be incorporated by reference but directly incorporated:

> The City of Mission, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The clauses in, Appendix A shall be inserted as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

The clauses in, Appendix B shall be included, where applicable, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the City of Mission with other parties for the subsequent transfer of real property acquired or improved under the programs administered by the City of Mission.

The clauses in, Appendix C shall be included, where applicable, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the City of Mission with other parties for the construction or use of or access to space on, over, or under real property acquired, or improved under the programs administered by the City of Mission.

Appendix D, must be attached to all construction contracts funded under Title 23 (Federal Highway Administration) for $10,000 or more.

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TITLE VI PLAN ADMINISTRATION

The Title VI/Nondiscrimination Coordinator shall have lead responsibilities for coordinating the administration of the Title VI and related statutes program, plan and assurances for the sub-recipient.

Dissemination of the City's Title VI Policy:

The City of Mission disseminates its Title VI Nondiscrimination Policy Statement, Title VI Nondiscrimination Plan, and complaint procedures to the general public on the City's website which also provides access to forms to file external discrimination complaints under Title VI.

Title VI information posters shall be sent to all City Department Heads/Elected Officials to post in a conspicuous location in the departments/offices under their supervision.

The City disseminates Title VI/Nondiscrimination information to City employees via the City website, www.missiontexas.us and through an annual notice. New City employees hired on or after September 1, 2016, are informed of the provisions of Title VI, provided a copy of the Title VI/Nondiscrimination Policy Statement, and are required to sign an Acknowledgement of Receipt during New Employee Orientation.

All subcontractors and vendors who receive payments from the City of Mission, where funding originates from any federal assistance are subject to the provisions of Title VI of the Civil Rights Act of 1964 and 49 CFR Part 21. Written contracts shall include nondiscrimination language, either directly or through the bid specification package which becomes an associated component of the contract.

The name of and contract for the Title VI/Nondiscrimination Coordinator is available on the City website, at www.missiontexas.us. Additional information relating to nondiscrimination obligations and information on filing complaints can be obtained from the City's Title VI/Nondiscrimination Coordinator.

Complaints:

If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including Limited English Proficiency), sex, age or disability, he/she may exercise his/her right to file a complaint with the City's Title VI/Nondiscrimination Coordinator. Every effort will be made to resolve complaints informally and at the lowest level first.

Data Collection & Analysis:

Statistical data on race, color, national origin, English language proficiency and sex of participants in and beneficiaries of federally funded programs, e.g. impacted citizens and affected communities, will be gathered and maintained by the City on a project-by-project basis.

1. Analyze the population benefitting from a project, including analyzing the benefits to traditionally underserved populations, if any;
2. Identify the population burdened by the projects, including traditionally underserved populations;
3. Perform a language needs assessment;
4. Determine how best to disseminate information to the affected populations;
5. Determine how best to prioritize investments; and
6. Analyze the impact of the investment.

The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

Program Reviews:

Special emphasis program reviews will be conducted based on the annual summary of Title VI activities, accomplishments and issues. The reviews will be conducted by the Coordinator to assure effectiveness in their compliance with Title VI provisions. The Title VI/Nondiscrimination Coordinator will coordinate efforts to ensure equal participation in all programs and activities at all levels. The City will conduct reviews annually by the end of the calendar year.

TXDOT Annual Reporting Form:

The Title VI/Nondiscrimination Coordinator will be responsible for coordination, compilation, and submission of the Annual Work Plan and Accomplishments Report to the Texas Department of Transportation, Office of Civil Rights via TXDOT's Title VI/Nondiscrimination Annual Work Plan & Accomplishments Report Development Guide, as presented in TXDOT's Title VI/Nondiscrimination Technical Assistance Guide for Sub-Recipients.

TXDOT Title VI Plan Updates:

If this plan is updated, a copy of the Title VI/Nondiscrimination Plan will be submitted to the Texas Department of Transportation within 90 days from date of approved update. The City will automatically update and renew its Title VI Assurances every three years or as necessary on the occasion of a change of City Manager.

Remedial Action:

The City, through the Title VI/Nondiscrimination Coordinator, will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements.

When deficiencies are identified, procedures will be promptly implemented to correct the deficiencies and establish written corrective action(s). The period to determine corrective action(s) and respond in writing to ensure compliance may not exceed 90 days from the date the deficiencies are identified.

Record Keeping:

Any records related to the Title VI/Nondiscrimination Plan shall be maintained for a period of ten (10) years or pursuant to the requirements of the Texas Library Archives Records Retention Schedules, whichever is longer; however, should records be the subject of a grievance, administrative action, litigation or other formal complaint, said records must be maintained for the minimum retention period and thereafter until the final disposition or resolution of the complaint.

CITY OF MISSION
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LIMITED ENGLISH PROFICIENCY (LEP) PLAN

Purpose:

The City of Mission receives funds from the U.S. Department of Transportation (USDOT} via the Federal Highway Administration through the Texas Department of Transportation (TxDOT), thus requiring the City to, at a minimum, apply the four-factor analysis to the available data. Any LEP program requirement suggested by this analysis would extend to a recipient's entire program or activity, i.e., to all parts of a recipient's operations. This is true even if only one program of the recipient receives the Federal assistance.

This Limited English Proficiency Plan has been prepared to address the City of Mission's responsibilities, as a sub-recipient of Federal financial assistance, as they relate to the needs of individuals with limited English proficiency language skills. The plan has been prepared in accordance with Title VI of the Civil Rights Act of 1964, 42
U.S.C. 2000d, et seq, and its implementing regulations, which state that no person shall be subjected to discrimination on the basis of race, color or national origin.

Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency, indicates that differing treatment based upon a person's inability to speak, read, write or understand English is a type of national origin discrimination. It directs each agency to publish guidance for its respective recipients clarifying their obligation to ensure that such discrimination does not take place. This order applies to all State and local agencies which receive Federal funds, including all City of Mission departments receiving Federal grant funds.

LEP Plan Summary:

The City of Mission has developed the Limited English Proficiency Plan to help identify reasonable steps for providing language assistance to persons with limited English proficiency who wish to access services, programs, and/or activities provided by the City of Mission. This plan outlines how to identify a person who may need language assistance, the ways in which assistance may be provided, staff training that may be required, how to notify LEP persons that assistance is available, and information for future plan updates.

In order to decide what reasonable steps City departments/offices should take to ensure meaningful access for LEP persons, the City of Mission considers the following:

1. The number or proportion of LEP persons eligible to be served or likely encountered by the City program, activity, or service;

2. The frequency with which LEP individuals come in contact with the City program, activity, service;
3. The nature and importance of the program, activity, or service provided by the City;

4. The resources available to the City and overall costs to provide the LEP assistance.

A brief description of the above considerations is provided in the following section.

How to Identify an LEP person who need Language Assistance:

A person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English may be a Limited English Proficient person and may be entitled to language assistance with respect to the City's services. Language assistance can include interpretation, which means oral or spoken transfer of a message from one language into another language and/or translation, which means the written transfer of a message from one language into another language.

How City staff may identify an LEP person who needs language assistance:

- Post notice of the LEP Plan and the availability of interpretation or translation services in languages LEP persons would understand.
- All City staff will be informally surveyed periodically on their experience concerning any contacts with LEP persons during the previous year.
- When the City sponsors an informational meeting or event, an advance public notice of the event will be published including asking for any special needs related to needing a translator (LEP) or ASL interpreter (hearing impaired individuals). Additionally, a staff person may greet participants as they arrive and, by informally engaging participants in conversation, it is possible to gauge each attendee's ability to speak and understand English. Although translation may not be available at the event it will help identify the need at future events.

Language Assistance Measures
For those persons who speak English "not well" or "not at all", the City will strive to offer the following measures:

1. City staff will take reasonable steps to provide LEP clients who have difficulty communicating in English the opportunity for meaningful access.

2. The following resources will be available to accommodate LEP persons:

- Interpreters for the Spanish language will be made available and provided within a reasonable time period, an internal survey indicates that a certain number of City staff consider themselves bilingual and may be able to interpret or translate.

- Language interpretation will be accessed for all other languages through a telephone interpretation service.

Staff Training:

All staff will be provided with the LEP Plan and will be educated on procedures and services available. LEP Plan information will also be a part of the staff orientation process for new employees. Training topics may include the following:

- Information on the Title VI Policy and LEP responsibilities.
- Description of language assistance services offered to the public.
- Documentation of language assistance requests.
- How to handle a potential Title VI/LEP complaint.

All contractors or subcontractors performing work for the City of Mission will be required to follow the Title VI LEP guidelines.

Translation Services:

The City of Mission's Title VI/Nondiscrimination Coordinator, in coordination with City departments/offices, will create and maintain a list of bilingual staff (and the languages they speak) to assist with translations.

Written materials routinely provided in English should be provided in frequently encountered languages. Documents, meeting notices, flyers, or agendas for which the target audience is expected to include LEP individuals, must be printed in an alternative language based on the known LEP population.

Vital documents or information contained within a document should be translated when a significant number or percentage of LEP population is likely to be affected by the program/activity and it contains information that is critical for obtaining services and/or benefits.

Providing Notice of Available Language Services to LEP Persons:

City departments/offices are encouraged to post signs that language assistance is available in public areas such as intake areas, customer service areas and other entry points to the department/office.

Statements may be placed in outreach documents indicating that language services are available from the City of Mission.

Monitoring and updating the LEP Plan:

The LEP Plan will be re-evaluated on a regular basis. At a minimum, the plan will be reviewed and updated when data from the 2020 U.S. Census is available or when the City's Title VI/Nondiscrimination Coordinator begins acquiring statistically significant requests for interpretive or translation services in the City's service area.

Consideration will be given to changes in demographics, types of services, or other needs when determining the frequency of the LEP Plan reevaluations. Each reevaluation should examine all Plan components and assess the following:

- The documented number of LEP person contacts encountered annually.
- How the needs of LEP persons have been addressed.
- The current LEP population in the service area.
- Has the need for translation services changed?
- Have local language assistance programs been effective and sufficient to meet the need?
- Are the City's financial resources sufficient to fund language assistance resources needed?
- Does the City fully comply with the goals of this LEP Plan?
- Documented complaints received concerning the City's failure to meet the needs of LEP individuals.
- Maintain a Title VI complaint log, including LEP to determine issues and basis of complaints.

Dissemination of Mission's LEP Plan

- Post signs in English and Spanish at conspicuous and accessible locations notifying LEP persons of the LEP Plan and how to access language services. Post the LEP Plan itself on the City website in English and Spanish.
- State on agendas and public notices, in the language that LEP persons would understand, that documents are available in that language upon request from the City Secretary's Office.
- Continue to monitor and log any requests for translated documents or interpretive services.

- Continue to make the City's external webpage translatable into various languages with the existing "Select Language" menu.

For more information regarding the City's policies on LEP, a copy of the LEP Plan can be found on our website at www.missiontexas.us. A copy of the Plan document may be requested from:

City of Mission
Anna Carrillo, City Secretary
1201 E. 8th Street
Mission, TX 78572
956-580-8737
Email: adacoordinator@missiontexas.us

CITY OF MISSION
TITLE VI NON-DISCRIMINATION PLAN

ADMINISTRATIVE POLICY MANUAL

ENVIRONMENTAL JUSTICE PLAN

Purpose:

The purpose of this plan is to outline the City of Mission's plan for addressing Federal and state non-discrimination requirements, as they relate to Environmental Justice, outlined under Title VI, Federal Executive Order 12898, and other related regulations and statutes.

To be effective, an environmental justice plan must incorporate comprehensive measures for including the public in legal and policy decisions related to environmental issues.

Environmental Justice Plan Summary:

Executive Order 12898: *Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations*, signed in February of 1994, requires a Federal agency to achieve Environmental Justice as a part of its mission by identifying and addressing disproportionately high and adverse human health or environmental effects of its program, policies, and activities on minority and low-income populations.

The Federal Highway Administration Act (FHWA) requires the City of Mission, as a sub-recipient receiving federal financial assistance through the Texas Department of Transportation (TXDOT), to carry out Environmental Justice responsibilities as part of its nondiscrimination program.

The City utilizes data from the U.S. Census Bureau, public outreach (scoping meetings, public meetings, and public hearings), information from the Department of Health and Human Services on poverty guidelines, and local agency coordination (including, but not limited to, Metropolitan Planning Organizations (MPOs), local elected officials, City government, etc.) to establish demographic characteristics and trends and to identify and engage traditionally underserved populations.

- Integrate the requirements of Executive Order 12898, *Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations,* into programs, policies, and activities.
- Identify minority and low-income populations affected by a project using the most recent Census data and the definition of low-income as established by the U.S. Department of Health & Human Services.
- If a disproportionate effect is anticipated, following mitigation procedures.
- Develop public participation procedures to ensure the participation of the identified minority and low-income populations located within the limits of a proposed project.

- Notify affected protected group residents of public meetings or hearings regarding a proposed project, and make meetings and hearings accessible.
- If mitigation options do not sufficiently eliminate the disproportionate effect, discuss and, if necessary, implement reasonable alternatives.
- Each department/office will oversee this process and review the final resulting project documents, to ensure compliance with federal regulations.

The department/office will take the following steps when engaging in any federally funded program or activity which may have any adverse human health or environmental effect:

STEP ONE: Determine if an underserved population group is present within the project area. If a conclusion is that no underserved population group is present within the project area, document how the conclusion was reached. If the conclusion is that there are underserved population groups present, proceed to Step Two.

STEP TWO: Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. In doing so, refer to the list of potential impacts defined in the City's Title VI/Nondiscrimination Plan Glossary, "Adverse Effects." If it is determined that there are disproportionately high and adverse impacts to minority and low-income populations, proceed to Step Three.

STEP THREE: Propose measures that will avoid, minimize and/or mitigate disproportionately high and disproportionate adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods, and individuals affected by proposed project. Include public participation of the affected population per the Public Participation Plan. Consider and document the answers to the following questions:

- Question 1 – Are there further mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low-income population?
- Question 2 – Are there alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?
- Question 3 – Considering the overall public interest, is there a substantial need for the project?
- Question 4 – Will the alternatives that would satisfy the need for the project and have less impact on protected populations: (a) have other social economic or environmental impacts that are more severe than those of the proposed action; (b) have increased costs of extraordinary magnitude?

STEP FOUR: Record and keep all findings, documents, determinations, and/or demonstrations. City departments/offices will be required to document the following:

- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment, etc.;
- The project's impact is unavoidable;
- The benefits of the project far outweigh the overall impacts; or
- Mitigation measures are being taken to reduce the harm to low-income or minority populations.

Record Retention:

City departments/offices must maintain records evidencing its environmental justice compliance, which include, but are not limited to, its findings and determinations.

The records shall be maintained for a period of ten (10) years or pursuant to the requirements of the Records Retention Schedules issued by the Texas State Library and Archives Commission, whichever is longer.

CITY OF MISSION
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PUBLIC PARTICIPATION PLAN

Purpose:

This section details how the City notifies the public of development plans and improvement programs. The City solicits the public comments and addresses those comments in final documents. Additionally, this section details how the City manages the Public Participation Process.

Public Participation Plan Summary:

The Public Participation Plan (PPP) demonstrates how the City, working with TxDOT, provides opportunities for public review and comment at key decision points during the citywide transportation improvement planning process as dictated by the City's Project Delivery Model (PDM) and TxDOT's Environmental Processes for federally funded projects. The process consists of open discussion of planning documents in local government forums, public meetings, informational exhibits, published advertisements and, if required, a Public Hearing.

All City projects follow the procedures specified in the City's Project Delivery Model (PDM) Communication Plan which require a Public Meeting to provide the public with information on the project and its likely impact on the project area. Then all projects pass through the Office of the Coordinator for review to ensure that the Public Participation requirements are incorporated Into the project plan and being followed.

Types of Public Participation Procedures:

To ensure a meaningful public participation process, impacted parties must be informed and educated on programs, projects planned, and projects underway.

City departments/offices should comply with any public participation requirements which may be applicable to specific projects that the City department/office is undertaking. (i.e.: including applicable projects in the Statewide Transportation Improvement Program (STIP) and Transportation Improvement Program (TIP) which may have public participation components.

The following strategies are utilized by the City departments/offices to ensure that interested parties receive timely information in a variety of formats. Each department/office will determine the best form of communication for their programs.

Types of additional public participation efforts may include:

1. City Council Meetings – Citizens may be present during any of the City Council meetings. The City Council meets the second and fourth Tuesday at 4:30 pm, unless otherwise designated.

   The agenda for the City Council meeting can be found at www.missiontexas.us. Furthermore, the meeting can be streamed online.

   A citizen can sign up to speak on any item on the agenda during Citizens Participation by completing a Public Participation Form and submitting the form to the City Secretary prior to the commencement of the particular meeting of the Council

2. Public Outreach – The methods of gathering and implementing public participation for a planning process may differ widely, depending on the type and scope of a project or program.

   Partnerships with Community-based organizations provide the opportunity to connect with specific audiences and are an integral part of identifying and reaching out to underserved groups. City departments/offices can reach out to specific organizations to provide these groups with project information and encourage them to become involved.

   Community-based organizations are groups that serve a broad range of community interests. Organizations include senior centers; civic groups; business organizations; community development corporations, churches and other faith-based organizations; service clubs; schools that provide English as a second language programs; service providers for youths, families, and persons with disabilities; and many others.

3. Websites – City departments/offices that have websites that provide for two-way communication can continuously update information about programs and projects.

4. Publications – City departments/offices should maintain a stakeholder list with contact information for organizations and individuals. Electronic newsletters quickly and easily disseminate information to contact lists.

5. Media Campaigns – A comprehensive regional media campaign can be used when outreach is needed to the broader community, if fees are reasonable and the department/office has the available resources.

   A media campaign might include press releases; public service announcements; press conferences with community leaders; feature articles; or interviews, depending on the nature of the project and the resources available. To ensure media exposure, the

department/office could buy advertisements but should do so strategically to keep costs low.

6. Scheduled Community Meetings – The need for scheduled community meetings during the life of the project or program will vary. A construction project for example could have scheduled meetings during project development, design, at the start of construction, and at various times during construction. Each department/office will make the determination of what is needed.

7. Direct Notification – The use of door to door delivery of information should be used when required by federal, state or local law or depending on the nature of the program, project, or activity and the resources available.

8. Social Media – Social media and social networking websites may include Facebook, Twitter, YouTube, and blogs. It is important to choose the social media and networking platforms that have the best chance of reaching the intended audience.

Use of Public Comment:

All public input should be derived from as diverse a range of sources as possible. At the department's/office's discretion, as appropriate and whenever possible, public comments may be used to revise work scopes, plans, and programs.

Record Retention:

The records shall be maintained for a period of ten (10) years or pursuant to the requirements of the Texas Library Archives Records Retention Schedules, whichever is longer.

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TITLE VI COMPLAINT PROCESSING PROCEDURES

Purpose:

The purpose of the discrimination complaint procedures is to describe the process used by the City of Mission for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding the City's program, activities, and services as required by statute.

The complaint procedures apply to the beneficiaries of City programs, activities and services, including but not limited to: the public, contractors, sub-contractors, consultants, and other sub-recipients of Federal and state funds.

These procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination.

Filing a Complaint:

Any person who, based on race, religion, color, national origin, sex, age, disability or other applicable protected category believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the City of Mission or its sub-recipients, consultants and contractors may bring forth a discrimination complaint under Title VI. Only complaints based on the complainant's protected status will be considered under Title VI.

The complainant may file a signed, written complaint up to 180 calendar days from the date of the alleged act of discrimination or the date the person(s) became aware of the alleged act(s) of discrimination. The City may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints must be in writing. In cases where the complainant is unable or incapable of providing a written statement, the complainant shall be interviewed and assisted in converting a verbal complaint or appeal into writing. All complaints, however, must be signed by the complainant and/or by the complainant's representative.

The complainant must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. The complaint should include the following information:

- Complainant name, mailing address, and a method of contact (i.e., telephone number, email address, etc.);
- How, when, where and why the alleged discrimination occurred. Include the location, names and contact information of any witnesses; and
- Other information that the complainant deems significant.

Items that would not be considered a formal complaint (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

- An anonymous complaint that is too vague to obtain required information,
- Inquiries seeking advice or information,
- Courtesy copies of court pleadings,
- Courtesy copies of internal grievances.

To request additional information on City of Mission's nondiscrimination obligations, to file a Title VI complaint, or to request a complaint form, please submit a written request or complaint to:

City of Mission
Anna Carrillo, City Secretary
1201 E. 8th St., Mission, Texas 78572
Tel: (956) 580-8737
Email: adacoordinator@missiontexas.us

Complaint Process:

The Mission City Title VI/Nondiscrimination Coordinator or designee will acknowledge receipt of the complaint, and begin an investigation, within ten (10) business days of receipt of a complaint alleging discrimination based on race, color, national origin, sex, age or disability. (Attachment 14 – External Complaint Process Flowchart). The Title VI/Nondiscrimination Coordinator must also provide appropriate assistance to complainants, including those persons with disabilities, or who may be limited in their ability to communicate in English.

The Title VI/Nondiscrimination Coordinator has overall responsibility for the discrimination complaint process and procedures. The Title VI/Nondiscrimination Coordinator may, at his/her discretion, assign a capable person to investigate the complaint. The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon information obtained from the investigation.

In cases where the complainant is unable or incapable of providing a written statement, a verbal complaint may be made to the Title VI/Nondiscrimination Coordinator. The Title VI/Nondiscrimination Coordinator will interview the complainant and if necessary assist the person

in converting a verbal complaint to writing. All complaints must, however, be signed by the complainant or his/her representative. Complaints shall state, as fully as possible, the facts and circumstances surrounding the alleged discrimination.

Transportation related discrimination complaints filed under Title VI with the City of Mission in which the City or its sub-recipients are named as the respondent shall be forward to Texas Department of Transportation, Office of Civil Rights for investigation within 10 calendar days of receipt of the complaint.

The Title VI/Nondiscrimination Coordinator shall make every effort to address all complaints in an expeditious and thorough manner. The Title VI/Nondiscrimination Coordinator will contact the complainant in writing no later than thirty (30) business days after receipt of complaint for additional information, if needed. The Complaint will be copied, filed and logged. If the complainant fails to provide the requested information in a timely basis, Title VI/Nondiscrimination Coordinator may administratively close the complaint.

The Title VI/Nondiscrimination Coordinator will complete the investigation within sixty (60) calendar days of receipt of a complaint. If additional time is needed for investigation, the complainant will be notified. A written investigation report will be prepared by the Title VI/Nondiscrimination Coordinator. This report shall include a summary description of the incident, findings for each issue, and recommended corrective action, if any. The written investigation report will be provided to the Mission City Criminal District Attorney's Civil Litigation Division for review prior to distribution.

Investigation Reporting Process:

Within 40 days of receiving the complaint, the investigator prepares an investigative report and submits the report and supporting documentation to the Office of the City Manager for review.

The City Manager reviews the file and investigative report. Subsequent to the review, the City Manager makes a determination of "probable cause" or "no probable cause" and prepares the decision letter.

Retaliation:

The laws enforced by this City prohibit retaliation or intimidation against anyone because that individual has either acted or participated in action to secure rights protected by these laws. If you experience retaliation or intimidation separate from the discrimination alleged in this complaint please contact:

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City of Mission
Anna Carrillo, City Secretary
1201 E. 8th Street
Mission, TX 78572
956-580-8721
Email: adacoordinator@missiontexas.us

Reporting Requirements to an External Agency
A copy of the complaint, together with a copy of the investigation report and final decision letter will be forwarded to the Texas Department of Transportation, Office of Civil Rights within 30 days of the date the investigation is completed.

Records
All records and investigation working files are maintained in a confidential area. Records are kept for a minimum of three years.

Disposition of Complaint:

A final written response letter will be provided to the complainant and the department/office for the program involved within 10 calendar days of completing the investigation. In a letter notifying complainant that the complaint is not substantiated, the complainant is also advised of his or her right to appeal with the City within five (5) business days from receipt of the closing letter or that they may file a complaint externally with an applicable federal agency. If there is no appeal or no findings, the complaint will be closed. If required, the investigation report will be forwarded to the appropriate state or federal agency.

Appeal Process:

Upon receipt of a written request for appeal, the Title VI Coordinator or designee will verify timeliness of filing. An appeal request mailed via US mail is considered filed on the date postmarked.

If the appeal request is determined to be filed timely, the Title VI Coordinator or designee will send a notice of receipt of appeal to the appealing complainant informing them of the appointment of the appeal committee and general appeal process and will initiate the Title VI Appeal Committee review process.

The Title VI Appeals Committee will be composed of three members and will be tasked with reviewing any Title VI appeal and submitting a written appeal decision. The three-member committee will consist of the Director or designee from the following three departments/offices:

a. Executive Office
b. Department of Health & Human Services
c. Fire Marshal's Office

If a Committee representative or the representative's department/office is involved in the complaint, or is otherwise conflicted to participate as a member of the committee, the Title VI Coordinator will have the discretion to choose a replacement.

The Title VI Appeals Committee will choose one individual among them to serve as chair of the committee. The City's Legal Counsel will serve to advise the committee as needed.

Within 30 calendar days after receipt of the appeal, the City's Title VI Appeals Committee will review the complainant's permanent file including but not limited to the final investigation. During this time, the Committee shall confer a minimum of one time to discuss the matter and their decision.

After review of the complainant's permanent file, the Committee shall vote to either:

a. Accept the City's findings;
b. Reject the City's findings;
c. Accept in part and reject in part the City's findings; and/or
d. Recommend any applicable action to be taken.

Within 15 calendar days after the Title VI Appeals Committee's final decision, the Title VI Appeals Committee will provide a written appeal decision to the Title VI Coordinator which shall include the Committee's conclusions.

The Title VI Coordinator shall provide complainant with a copy of the Title VI Appeals Committee's final appeal decision. If necessary, Title VI Coordinator may take recommended action.

Complaint Logs:

The Title VI/Nondiscrimination Coordinator shall maintain a log of any external discrimination complaints or lawsuits filed naming the City of Mission, which alleges discrimination with respect to Title VI concerns (Attachment 15). The log shall include information on each complainant to include:

- The identity of the complainant
- The recipient
- The race, color, sex or national origin of the complainant
- The nature of the complaint

- The dates the complaint was filed
- A summary of the allegation
- The date the investigation was completed
- The disposition
- The date of the disposition, including whether the parties to a lawsuit have entered into a consent decree
- Any other pertinent information (such as age or disability)

Record Keeping:

The Title VI/Nondiscrimination Coordinator will maintain permanent records, which include, but are not limited to:

- Signed acknowledgements of receipt from the employees indicating the receipt of the Mission City Title VI Plan and LEP Plan;
- Copies of the Title VI complaints or lawsuits and related documentation;
- Compliance records, and records of correspondence to and from complainants;
- Title VI investigations; and
- Any appeals decisions, responses or other pertinent records

The records shall be maintained for a period of ten (10) years or in accordance with Records Retention Schedules issued by the Texas State Library and Archives Commission, whichever is longer; however, should records be the subject of a grievance, administrative action, litigation or other formal complaint, said records must be maintained for the minimum retention period and thereafter until the final disposition or resolution of the complaint.

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ANNUAL WORK PLAN & ACCOMPLISHMENT REPORT PROCESS

1. The City of Mission Title VI/Nondiscrimination Plan will be communicated to each City Department Head/Elected Official who will review the plan with their department/office employees.

2. The City's Title VI Plan and Policy Statement will be published on the City's website. The Policy Statement will also be posted in conspicuous locations in City buildings.

3. Appendix A of the Assurances will be included in all City contracts as outlined in the Title VI/Nondiscrimination Plan.

4. Procedure for responding to individuals with Limited English Proficiency will be implemented.

5. All City employees will be made aware of the LEP procedure and the Title VI complaint procedure.

6. All City departments/offices will be made aware of the procedure for compliance with environmental justice.

7. The following data will be collected and reviewed in the annual report produced by the Title VI/Nondiscrimination Coordinator and transmitted in the annual report submitted to TXDOT:

    a. Complaints – The number of Title VI complaints received; nature of the complaints; resolution of the complaints.
    b. LEP Needs – Number of requests for language assistance or number of instances in which language assistance was required, and the outcome of these requests.
    c. Environmental Justice – Environmental Justice efforts engaged in for the year, and any mitigation measures, including public participation efforts.

8. The City's Title VI/Nondiscrimination Annual Work Plan & Accomplishment Report will be submitted to TXDOT annually (Based on the date of approval of the Title VI plan). The Report will provide an updated status on an annual basis of the City's implementation and monitoring of the Title VI/Nondiscrimination Plan.

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CITY OF MISSION

STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES

DOT ORDER NO. 1050.2A

The City of Mission (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (USDOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 Code of Federal Regulations (CFR) Part 21 (entitled Nondiscrimination In Federally- Assisted Programs of the Department of Transportation-Effectuation of Title VI of The Civil Rights Act of 1964);
- 28 CFR §50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States *shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the Federal Highway Administration.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally-assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally-assisted USDOT programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §21.23(b) and §21.23(e) of 49 CFR §21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all USDOT programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The City of Mission, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. *252, 42* U.S.C. *§2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged* business *enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. The Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

(a) for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

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

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

   (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

   (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, subrecipients, subgrantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the City of Mission also agrees to comply (and require any subrecipients, subgrantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the USDOT access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the USDOT. You must keep records, reports, and submit the material for review upon request to USDOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The City of Mission gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and

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Federal financial assistance extended after the date hereof to the recipients by USDOT under all Department of Transportation programs This ASSURANCE is binding on Texas, other recipients, subrecipients, subgrantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in all Department of Transportation programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

This Title VI/Non-discrimination Assurance was adopted by the City of Mission on the 26th day of May, 2026.

_____

Norie Gonzalez Garza, Mayor

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Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Office of the Secretary for Research and Technology (OST-R), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the OST-R to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the OST-R, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the OST-R may determine to be appropriate, including, but not limited to:
    1. withholding payments to the contractor under the contract until the contractor complies; and/or
    2. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the OST-R may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

CITY OF MISSION
TITLE VI NON-DISCRIMINATION PLAN

ADMINISTRATIVE POLICY MANUAL

Appendix B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the City of Mission, Texas will accept title to the lands and maintain the project constructed thereon in accordance with the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), the regulations for the administration of the University Transportation Centers Program, and the policies and procedures prescribed by the Office of the Secretary of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim, and convey unto the City of Mission, Texas all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto The City of Mission, Texas and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the City of Mission, Texas, its successors and assigns.

The City of Mission, Texas, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the City of Mission, Texas will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation,

Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and

(3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

CITY OF MISSION
TITLE VI NON-DISCRIMINATION PLAN

ADMINISTRATIVE POLICY MANUAL

Appendix C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the City of Mission, Texas pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the City of Mission, Texas will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the City of Mission, Texas will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the City of Mission, Texas and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

CITY OF MISSION
TITLE VI NON-DISCRIMINATION PLAN

ADMINISTRATIVE POLICY MANUAL

Appendix D

CLAUSES FOR CONSTRUCTION/USE.ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (Title of Recipient) pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above of the above Non-discrimination covenants, the City of Mission, Texas will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the City of Mission, Texas will there upon revert to and vest in and become the absolute property of the City of Mission, Texas and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

CITY OF MISSION
TITLE VI NON-DISCRIMINATION PLAN

ADMINISTRATIVE POLICY MANUAL

Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and succors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. § 2000d et seq., 78 stat.252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,** (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973,** (29 U.S.C. § 794 et seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- **Airport and Airway Improvement Act of 1982,** (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- **The Civil Rights Restoration Act of 1987,** (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- **Titles II and III of the Americans with Disabilities Act**, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- **The Federal Aviation Administration's Non-discrimination statute** (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- **Executive Order 12898,** Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- **Executive Order 13166**, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency {LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP
- persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CITY OF MISSION
TITLE VI NON-DISCRIMINATION PLAN

ADMINISTRATIVE POLICY MANUAL

SUMMARY OF ATTACHMENTS

Attachment 1 – Title VI/Nondiscrimination Statement (English/Spanish)

Attachment 2 – Form FHWA 1273

Attachment 3 – Acknowledgement of Receipt of Title VI Plan

Attachment 4 – LEP Interpreter Services Poster

Attachment 5 – Employee Language Report

Attachment 6 – LEP Requests Log

Attachment 7 – LEP Annual Report

Attachment 8 - Environmental Justice Checklist

Attachment 9 – Environmental Justice Demographic Surveys (English/Spanish)

Attachment 10 – Public Meeting Comment Form (English/Spanish)

Attachment 11 – External Title VI/ADA Discrimination Complaint Form (English/Spanish)

Attachment 12 – External Complaint Process Flowchart

Attachment 15 – External Complaint Log

Attachment 16 – External Complaint Poster (English/Spanish)

ATTACHMENT 1

City of Mission

Title VI & Related Statues
Nondiscrimination Policy Statement

The City of Mission, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statues, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. §2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity administered by the City of Mission.

This Policy Statement was adopted by the City Council of the City of Mission on May 26, 2026.

CITY OF MISSION

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Norie Gonzalez Garza, Mayor

ATTACHMENT 1

Ciudad de Mission

Titulo VI y Estatutos Relacionados Declaracion de No Discriminacion

La Ciudad de Mission como recipiente de Asistencia Financiera Federal y segun el Acta de Derechos Civiles Titulo VI del 1964 Y estatutos relacionados, asegura que ninguna persona sera excluida a causa de raza, religion (donde el objetivo principal es asistencia financiera para proveer empleo segun 42 U.S.C. § 2000d-3), color, origen nacional, sexo, edad o incapacidad de participacion en, o negados los beneficios de, o de otra manera sea sujeto a discriminacion o represalias en cualquiera de los programas o actividades administrados por el Condado de Hidalgo, sin importar si los recursos financieros sean proveniente del gobierno federal.

Esta declaracion de poliza fue adoptada por el Concilio de la Ciudad de Mission el 26 de Mayo, 2026.

CIUDAD DE MISSION

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Norie Gonzalez Garza, Alcaldesa

FHWA-1273 – Revised October 23, 2023

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor 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 contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(3) of this section.

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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.

b. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

City of Mission

Acknowledgement of Receipt:
Title VI / Nondiscrimination Policy and Limited English Proficiency (LEP) Plan

Title VI Policy Statement: The City of Mission, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C §2000d-3), color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity administered by the City of Mission.

LEP Policy Statement: It is the policy of the City of Mission to provide timely meaningful access for Limited English Proficiency (LEP) persons to all City programs and activities. Language assistance services shall be provided to persons with LEP whenever a person with LEP requests language assistance services, as set forth in the Title VI Plan.

I hereby acknowledge the receipt of the City of Mission Title VI/Nondiscrimination Policy Statement and the LEP Policy Statement stated above. I have read the same and am committed to ensuring that no person is excluded from participation in, or denied the benefits of City programs, activities or services on the bases discussed above. I understand that the entire Title VI/Nondiscrimination Plan (including the City's Limited English Proficiency Plan and Environmental Justice Plan) and applicable complaint forms can be found online at: www.missiontexas.us, or are available upon written request to the Title VI/Nondiscrimination Coordinator. I understand that questions, concerns or complaints regarding this policy that I may have or from other employees or citizens may be referred to the Title VI Nondiscrimination coordinator at:

City of Mission
Anna Carrillo, City Secretary
1201 E. 8th Street
Mission, TX 78572
Telephone: 956-580-8737
Email: adacoordinator@missiontexas.us

_____ _____
Employee Name Employee Number (if available)

_____ _____
Employee Signature Date

_____

Attachment 4

City of Mission

LEP Interpreter Services Poster



City of Mission

Employee Language Report

Instructions: Unless otherwise directed, each department/office shall maintain this log throughout the calendar year and submit it to the City Secretary's Office, Title VI/ Nondiscrimination Coordinator, by January 15th of each year. Submit via email at adacoordinator@missiontexas.us

Voluntary Participation: Please indicate employees who possess language skills other than English and who are willing to assist a Limited English Proficiency (LEP) individual who requires language assistance.

Department: _____ Date: _____

LEP Department Contact: _____

Employee Name	Employee Phone	Language	Speaking			Reading			Writing			Understanding		
			Basic	Advance	Native	Basic	Advance	Native	Basic	Advance	Native	Basic	Advance	Native
			Place an 'x' in the column to indicate level of language skill											

City of Mission

Log of LEP Requests

Instructions: Unless otherwise directed, each department/office shall maintain this log throughout the calendar year and submit it to the City Secretary's Office, Title VI/ Nondiscrimination Coordinator, by January 15th of each year. Submit via email at adacoordinator@missiontexas.us

Department: _____ Reporting Period: _____ - _____
From **To**

LEP Department Contact: _____

Date of Request or Interaction	**Language Requested**	**Program or Activity**	**Translation Service provided** (in person, telephone, written, Google translate, contractor, family member, community volunteer)	**Documents translated** (Vital documents and documents warning of hazard/danger should be translated in English & Spanish)	**Costs of Translation** (if any)

City of Mission

LEP Annual Report

Instructions: Unless otherwise directed, each department/office shall complete this report at the end of each calendar year and submit it to the City Secretary's Office, Title VI/ Nondiscrimination Coordinator, by January 15th of each year. Submit via email at adacoordinator@missiontexas.us

Dept | Contact Person | Telephone | Report Year

LEP Encounters

Total Number of Encounters

Language most frequently requested: ☐ Spanish ☐ Other (specify) _____
(Select only one - Place an 'x' in the box)

LEP service most frequently used: ☐ Oral Interpretation (in person) ☐ Written Translation ☐ Telephone Interpretation
(Select only one - Place an 'x' in the box)

Most frequent method LEP service is rendered: ☐ Employee ☐ Contractor ☐ Community Volunteer ☐ LEP Person's Family/Friend
(Select only one - Place an 'x' in the box)

☐ Other Method (specify): _____

LEP Expenditures

Total LEP expenses: $

Spanish: $ Other Language (specify): _____ $

Oral Interpretation (in person): $ Written Translation: $ Telephone Interpretation: $

Translation of Documents

Total number of documents translated upon request: Total number of vital documents translated:

Types of Documents Translated:

☐ Application ☐ Brochure ☐ Notice ☐ Other Document (specify): _____

LEP Complaints

Total number of complaints: Number of complaints resolved:

Compliant Information

Date Filed	Date Resolved	Description

Be sure to attach any written department-specific policies and procedures that support your responses.

LEP Areas	Yes	No	Explanation / Comment *Include any explanations/examples/comments that apply to each question.*
Assessing and Recording Language Needs			
1. Has the department taken steps to identify the non-English languages that are likely to be encountered in its service delivery area?			
2. Has the department identified the language needs of each LEP individual encountered and recorded this information?			
3. Does the department document the name and affiliation (e.g. staff interpreter, contract interpreter, etc.) of the person providing language services for each encounter with an LEP individual?			
4. Has the department identified the points of contact within their organization where language assistance is likely to be needed? (e.g. reception desks, intake counters, etc.)			
5. Has the department identified the resources that will be needed to provide effective language assistance and the location/availability of these resources?			
Oral Language Interpretation			
6. Does the department hire staff with language skills who are trained and competent in the skill of interpreting in the other language(s)?			
7. Does the department contract with interpreter service(s)?			
8. Does the department use volunteer community interpreters?			
9. Does the department use telephone interpreter service(s)?			
Translation of Written Materials			
10. Does the department provide written materials in languages other than English?			
11. Does the department translate application forms and other materials in languages other than English?			
Methods for Providing Notice to LEP Individuals			
12. Does the department use language identification cards to determine the language needs of LEP individuals?			
13. Does the department provide notice of language assistance services in the languages other than English?			
14. Does the department include a statement in brochures and other materials routinely disseminated to the public notifying LEP individuals that language assistance services are available?			

LEP Areas	Yes	No	Explanation / Comment *Include any explanations/examples/comments that apply to each question.*
Training Staff			
15. Have all staff been trained on departments LEP for addressing the language needs of LEP individuals?			
16. Does the department maintain records of the staff that has received training on language access policies and procedures?			
Monitoring			
17. Does the department monitor LEP plan at least annually to evaluate its effectiveness at serving LEP individuals and modify it accordingly?			
Customer Service			
18. Does the department solicit and track customer feedback related to LEP individuals?			
19. Does the department have a complaint process in place to address concerns and complaints from LEP individuals about the department's LEP services?			
20. Does the department track the number of complaints and concerns received?			
21. Has the department addressed LEP complaints and concerns? Explain and identify if any corrective actions were taken and when.			
LEP Budget			
22. Does the department budget for LEP services in its annual budget projections? If Yes, detail how much and in what areas.			
Comments			

City of Mission

Environmental Justice Compliance Checklist

Instructions: Use this worksheet to maintain a log of projects that require an Environmental Justice assessment.

Select one, based on the questions below:

☐ **A - This project will not have an effect on human health or environmental**

☐ **B - This project will have an effect on human health or environmental**

1. Environmental Justice (E.O. 12898)

a. **Step 1: Is the project located in or designed to serve a predominantly minority or low-income neighborhood?**

☐ Yes, continue to Step 2.

☐ No, compliance with this section is complete. Mark box "A" above.

b. **Step 2: Would there be an adverse environmental impact caused by the proposed action?**

☐ Yes, perform an Environmental Justice (EJ) analysis using census, geographic, and other data to determine if a low-income/minority population is disproportionately impacted and continue to Step 3.

☐ No, compliance with this section is complete. Mark box "A" above.

c. **Step 3: Will the adverse environmental impact of the proposed action disproportionately impact minority and low-income populations relative to the community at large?**

☐ Yes, continue to Step 4.

☐ No, compliance with this section is complete. Document the determination of no disproportionate impacts. Mark box "A" above.

d. **Step 4: Has mitigation measures been considered and does the mitigation plan include input from public participation of the affected population?**

Mitigation or avoidance of adverse impacts must be considered to the extent practicable; and, public participation processes must involve the affected population(s) in the decision-making process.

☐ Yes, compliance with this section is complete. Continue.

☐ No, project cannot move forward until Environmental Justice mitigation is considered and public participation of the affected population is involved, per the Public Participation Plan.

e. **Step 5: Document findings and mitigation efforts. Provide log to Title VI Coordinator on an annual basis.**

Ciudad de Mission

Encuesta Demográfica

CIUDAD DE MISSION _____ ENCUESTA DEMOGRÁFICA
Nombre de Proyecto

Local: _____ Fecha: _____ Código Postal de Su Hogar: _____

Informacion Voluntario:
Favor de proporcionar la siguiente información sobre usted. Favor de marcar la casilla correspondiente.

Género
☐ Femenino ☐ Masculino

Discapacidad
☐ Sí ☐ No

Edad
☐ 0-21 ☐ 22-40 ☐ 41-65 ☐ Mayor 65

Etnicidad/Raza
☐ Blanco (no hispano)
☐ Asiático
☐ Indigena Americano
☐ Otro: _____
☐ Hawaiano Nativo/otro Nativo Polinesio
☐ Negro
☐ Hispano

Primer Idioma
☐ Inglés ☐ Dialecto Chino
☐ Español ☐ Ruso
☐ Vietnamita ☐ Otro: _____

Segundo Lenguaje
☐ Inglés ☐ Dialecto Chino
☐ Español ☐ Ruso
☐ Vietnamita ☐ Otro: _____

Ingreso Familiar
☐ $0 - $12,000
☐ $12,001 - $24,999
☐ $25,000 - $36,999
☐ $37,000 - $48,999
☐ $49,000 - $59,999
☐ $60,000 +

Tamaño de la familia _____ **Adultos** _____ **Niños** _____

¿A quién representa?
Informacion Voluntaria

1. Población Minoria/oganización
☐ Asiático
☐ Indigena Americano
☐ Negro
☐ Hawaiano Nativo/otro Nativo Polinesio
☐ Hispano
☐ Otro: _____

2. Población de Bajos Ingresos
☐ Sí ☐ No

3. Personals con discapacidad
☐ Sí ☐ No

4. Población de Edad Avanzada
☐ Sí ☐ No

City of Mission

Demographic Survey

CITY OF MISSION _____ DEMOGRAPHIC SURVEY
Project Name

Location: _____ Date: _____ Home Zip Code: _____

Voluntary Information:
Please provide the following information about yourself. Please check appropriate box.

Gender
☐ Female ☐ Male

Disability
☐ Yes ☐ No

Age
☐ 0-21 ☐ 22-40 ☐ 41-65 ☐ Over 65

Ethnicity/Race
☐ White (non-Hispanic) ☐ Native American/Other Pacific Islander
☐ Asian ☐ Black
☐ American Indian ☐ Hispanic
☐ Other: _____

First Language
☐ English ☐ Chinese dialect
☐ Spanish ☐ Russian
☐ Vietnamese ☐ Other: _____

Second Language
☐ English ☐ Chinese dialect
☐ Spanish ☐ Russian
☐ Vietnamese ☐ Other: _____

Household Income
☐ $0 - $12,000 ☐ $37,000 - $48,999
☐ $12,001 - $24,999 ☐ $49,000 - $59,999
☐ $25,000 - $36,999 ☐ $60,000 +

Household Size _____ **Adults** _____ **Children** _____

Who are you representing?
Voluntary Information

1. Minority population/organizations
☐ Asian ☐ Native American/Other Pacific Islander
☐ American Indian ☐ Hispanic
☐ Black ☐ Other: _____

2. Low-income population
☐ Yes ☐ No

3. Persons with disabilities
☐ Yes ☐ No

4. Elderly Population
☐ Yes ☐ No

City of Mission

Formulario Para Comentarios

CITY OF MISSION REUNIÓN PUBLICA PARA PROYECTO _____

Utilice el siguiente espacio para escribir comentarios y adjuntar páginas adicionales si es necesario. Puede dejar el formulario en la reunión, o por correo a la dirección indicada más abajo. Los comentarios del público serán aceptados en todo el desarrollo del proyecto hasta _____ . Agradecemos su interés y valoramos sus opiniones.

¿Asistió a una reunión pública? ☐ Sí ☐ No ¿Local de la reunión? _____
Comentarios:

_____

_____

_____

Otra información:

¿Este proyecto será un beneficio para usted? ☐ Sí ☐ No
Por favor explique: _____

_____

¿Este proyecto resultará en algún agobio para usted? ☐ Sí ☐ No
Por favor describa el agobio: _____

_____

Si hay medidas que pueden mitigar el agobio, indique: _____

_____

Favor de escribir en letra de molde:

Su Nombre: _____

Dirección: _____

Teléfono: _____

Email: _____

Marca cada una de las siguientes casillas que le correspondan:

☐ Soy empleado de el Ciudad de Mission

☐ Hago comercio con el Ciudad de Mission

☐ Podría beneficiarme monetariamente a partir del proyecto u otro elemento sobre el que estoy comentando

Favor de mandar sus comentarios por correo a:
(Departamento que supervisa el proyecto)

City of Mission

Public Meeting Comment Form

CITY OF MISSION PUBLIC MEETING ON _____ **PROJECT**

Please use the space provided below to write comments, and attach additional pages if necessary. You may leave the form at the meeting, or mail it to the address provided below. Public comments will be accepted throughout the development of the project until _____. We appreciate your interest and value your input.

Did you attend a public meeting? ☐ Yes ☐ No If yes, meeting location? _____
Comments:

_____

_____

_____

Other information:

Will this project be a benefit to you? ☐ Yes ☐ No
If no, please explain: _____

_____

Will this project result in a burden on you? ☐ Yes ☐ No
If yes, please describe burden: _____

_____

If there are any measures which can mitigate the burden, please state: _____

_____

Please Print: Your Name: _____

Address: _____

Telephone: _____

Email: _____

Check each of the following boxes that apply to you:

☐ I am employed by City of Mission

☐ I do business with City of Mission

☐ I could benefit monetarily from the project or other item about which I am commenting.

Please mail your comments to:
(Department overseeing project)

City of Mission

External Title VI Discrimination Complaint Form

This form may be used to file a complaint with the City of Mission based on violations of Title VI of the Civil Rights Act of 1964. The City of Mission Title VI policy may be found at: www.missiontexas.us. Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 days, you have 60 days after you became

Mail: City Secretary's Office
Attn: Title VI/Nondiscrimination Coordinator
1201 E. 8th Street
Mission, TX 78572

Email: adacoordinator@missiontexas.us

For assistance completing this form please call the Title VI/Nondiscrimination Coordinator at (956)580-8721.

Last Name: _____ **First Name:** _____

Mailing Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone: _____ **Alternate Telephone:** _____

Email: _____

Please state the basis of your complaint:

☐ Race _____ ☐ National Origin _____ ☐ Other _____

☐ Color _____

Date and place of alleged discriminatory action(s). Please include the earliest date of discrimination and the most recent date of discrimination.

How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional pages, if necessary.)

The law prohibits intimidation or retaliation against anyone because he/she had either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.

Names of individuals responsible for the discriminatory action(s):

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint. (Attach additional pages, if necessary).

	Name	Address	Telephone
1.			
2.			
3.			
4.			

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- ☐ U.S. Department of Transportation (DOT) Date filed: _____
- ☐ Federal Highway Administration (FHWA) Date filed: _____
- ☐ Federal Transit Administration (FTA) Date filed: _____
- ☐ Office of Federal Contract Compliance Programs (OFCCP) Date filed: _____
- ☐ U.S. Equal Employment Opportunity Commission (EEOC) Date filed: _____
- ☐ U.S. Department of Justice (DOJ) Date filed: _____
- ☐ Other: _____ Date filed: _____

Have you discussed the complaint with any City of Mission representative? If yes, provide the name, position, and date of discussion.

Briefly explain what remedy, or action, you are seeking for the alleged discrimination.

Please provide any additional information and/or photographs, if applicable, that you believe will assist with an investigation (attach additonal pages, if necessary).

Please provide comments, suggesstions, or other information that may assist us in providing you a better service.

We cannot accept an unsigned complaint. Please sign and date the complaint form below.

Complainant's Signature (or authorized representative) _____ Date _____

Person preparing complaint (if different from complainant) _____ Relation to complaintant _____

FOR OFFICE USE ONLY

Date Complaint Received: _____ Case#: _____

Processed by: _____ Date Referred: _____

Referred to: ☐ USDOT ☐ FHWA ☐ FTA ☐ OFCCP ☐ EEOC ☐ Other _____

City of Mission

Formulario externo de quejas por discriminación del Título VI

Este formulario se puede utilizar para presentar una queja ante la Ciudad de Mission por violaciones del Título VI de la Ley de Derechos Civiles de 1964. La política del Título VI del la Ciudad de Mission se encuentra en: www.missiontexas.us. (Los empleados del condado de Hidalgo deben utilizar los procedimientos de queja descritos en la política para empleados del condado correspondiente). Las quejas deben presentarse dentro de los 180 días de la supuesta discriminación. Si no había forma de que usted se diera cuenta de que el acto fue discriminatorio dentro de los 180 días, tiene 60 días desde el momento en que se dio cuenta para presentar una queja. Envíe el formulario firmado a:

Correo postal: Departamento de la Ciudad de Mission
Attn: Título VI/Coordinador de No Discriminación
1201 E. 8th Street
Mission, TX 78572

Correo Electronico: adacoordinator@missiontexas.us

Si necesita ayuda para completar este formulario, llame a la oficina del Coordinador del Título VI/No discriminación al (956) 580-8721.

Apellido: _____ **Nombre:** _____

Dirección: _____

Ciudad: _____ **Estado:** _____ **Código Postal:** _____

Teléfono: _____ **Teléfono Alternativo:** _____

Correo Electrónico: _____

Indique el motivo por el que fue discriminado:

☐ Raza _____ ☐ País de origen _____ ☐ Otro _____

☐ Color _____

Fecha y lugar de las presuntas actitudes discriminatorias. Incluya la fecha la discriminación más antigua y la fecha de la discriminación más reciente.

¿De qué forma lo discriminaron? Describa la naturaleza de las actitudes, decisiones o condiciones de la presunta discriminación. Explique con la mayor claridad posible lo que sucedió y por qué cree que su estado de protección (base) fue un factor en la discriminación. Incluya una descripción de cómo se trató a otras personas en comparación. (Adjunte páginas adicionales, si es necesario).

La ley prohíbe la intimidación o las represalias contra cualquier persona por haber tomado medidas o haber participado en acciones para garantizar los derechos protegidos por estas leyes. Si cree que ha sufrido represalias, además de la discriminación que informó anteriormente, describa las circunstancias a continuación. Explique la acción que tomó y que cree que fue la causa de la presunta represalia.

Nombres de las personas responsables de las actitudes discriminatorias:

Nombres de personas (testigos, compañeros de trabajo, supervisores u otros) a las que podemos contactar para obtener información adicional que respalde o aclare su queja. (Adjunte páginas adicionales, si es necesario).

	Nombre	Dirección	Teléfono
1.			
2.			
3.			
4.			

¿Ha presentado o tiene la intención de presentar una queja sobre el asunto expuesto ante alguno de los siguientes organismos? En caso afirmativo, proporcione las fechas de presentación. Marque todas las opciones que correspondan.

- ☐ Departamento de Transporte de EE. UU. (DOT) Fecha de presentación: _____
- ☐ Administración Federal de Carreteras (FWHA) Fecha de presentación: _____
- ☐ Administración Federal de Tránsito (FTA) Fecha de presentación: _____
- ☐ Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP) Fecha de presentación: _____
- ☐ Comisión de Igualdad de Oportunidades en el Empleo de EE. UU. (EEOC) Fecha de presentación: _____
- ☐ Departamento de Justicia de EE. UU. (DOJ) Fecha de presentación: _____
- ☐ Otro _____ Fecha de presentación: _____

¿Ha hablado sobre la queja con algún representante de la Ciudad de Mission? En caso afirmativo, proporcione el nombre, el cargo y la fecha en que hablaron.

Explique brevemente qué remedio o acción espera recibir por la presunta discriminación.

Proporcione cualquier material informativo o fotográfico adicional, si corresponde, que crea que ayudará en una investigación (adjunte páginas adicionales, si es necesario).

Proporcione comentarios, sugerencias u otra información que pueda ayudarnos a darle un mejor servicio.

No podemos aceptar una queja sin firmar. Por favor firme y feche el formulario de queja abajo.

Firma del demandante (o del representante autorizado) _____ Fecha _____

Persona que prepara la queja (si no es el demandante) _____ Relación con el demandante _____

SÓLO PARA USO DE LA OFICINA

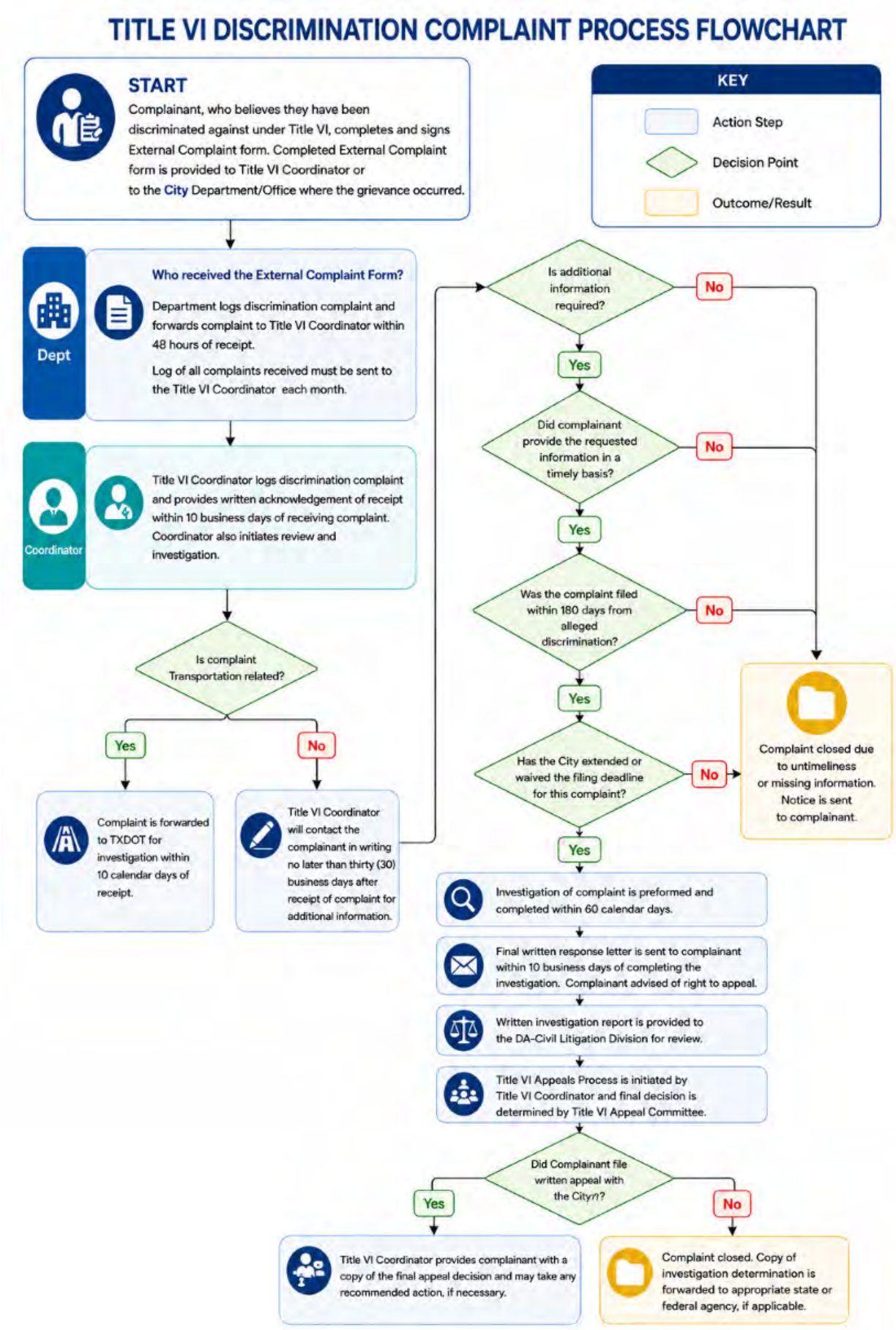
Fecha de recepción de la queja: _____ N.º de caso: _____

Procesado por: _____ Fecha de remisión: _____

Remitido a: ☐ USDOT ☐ FHWA ☐ FTA ☐ OFCCP ☐ EEOC ☐ Other _____

City of Mission

External Complaint Process Flowchart



City of Mission

Title VI / Nondiscrimination External Complaint Log

Instructions: Title VI/Nondiscrimination Coordinator shall maintain a log of any external discrimination complaints or lawsuits filed naming the City of Mission which alleges discrimination with respect to Title VI concerns.

	Date Complaint Filed	Name of Complainant	Race	Color	Gender	National Origin	Program or Activity	Summary of Allegation(s)	Investigation Dates		Disposition	Disposition Date	Other Pertinent Information (including age, disability, or any corrective action or consent decree)	Complaint sent to granting state / federal agency?	
									Start	Completion				Agency	Date
1.															
2.															
3.															
4.															
5.															
6.															
7.															
8.															
9.															
10.															

CITY OF MISSION, TEXAS • FOUNDED IN 1908 •

PROTECTING YOUR CIVIL RIGHTS

RACE | COLOR | NATIONAL ORIGIN | SEX | AGE | DISABILITY

It is the policy of the City of Mission to ensure no person shall on the grounds of race, color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any department programs or activities.

Any person who believes they have been subjected to unlawful discriminatory practices under Title VI has the right to file a formal complaint. Any such complaint must be filed in writing or in person with the City of Mission's Title VI Nondiscrimination Coordinator **within 180 days** following the date of the alleged discriminatory



City of Mission
Anna Carrillo, City Secretary
ADA Coordinator
1201 E. 8th Street
Mission, TX 78572
956-580-8721
Email: adacoordinator@missiontexas.us

CITY OF MISSION, TEXAS • FOUNDED IN 1908 •

PROTEGIENDO
SUS DERECHOS CIVILES

RAZA | COLOR | ORIGEN NACIONAL | SEXO | EDAD | DISCAPACIDAD

Es política de la Ciudad de Mission asegurar que ninguna persona sea excluida de participar en, se le nieguen los beneficios de, o de cualquier otra manera sea sometida a discriminación por motivos de raza, color, origen nacional, sexo, edad o discapacidad bajo cualquier programa o actividad de cualquier departamento.

Cualquier persona que considere que ha sido sometida a prácticas discriminatorias ilegales bajo el Título VI tiene el derecho de presentar una queja formal. Cualquier queja de este tipo debe presentarse por escrito o en persona ante el Coordinador de No Discriminación del Título VI de la Ciudad de Mission **dentro de los 180 días** siguientes a la fecha de la supuesta acción discriminatoria.



City of Mission

Anna Carrillo, Secretaria de la Ciudad
Coordinadora de ADA

1201 E. 8th Street
Mission, TX 78572

956-580-8721

Correo electrónico:
adacoordinator@missiontexas.us

PLAN DE TÍTULO VI/NO DISCRIMINACIÓN

CIUDAD DE MISSION
1201 E. 8th Street
Mission, Texas 78572

Información de Contacto de Título VI/No Discriminación:

Ciudad de Mission
Anna Carrillo, Secretaria Municipal
Coordinadora de ADA
1201 E. 8th Street
Mission, TX 78572
956-580-8721
Correo Electrónico: adacoordinator@missiontexas.us

Rivisado 05/26/2026

MANUAL DE POLÍTICAS ADMINISTRATIVAS

DEL PLAN DE NO DISCRIMINACIÓN DEL TÍTULO VI DE LA CIUDAD DE MISSION

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MANUAL DE POLÍTICAS ADMINISTRATIVAS

DEL PLAN DE NO DISCRIMINACIÓN DEL TÍTULO VI DE LA CIUDAD DE MISSION

INTRODUCCIÓN

El Título VI de la Ley de Derechos Civiles de 1964 prohíbe la discriminación por motivos de raza, color u origen nacional por parte de cualquier agencia que reciba asistencia federal. Todos los beneficiarios están obligados a cumplir con diversas leyes y reglamentos de no discriminación, incluido el Título VI de la Ley de Derechos Civiles de 1964 (Título VI). Específicamente, el Título VI garantiza que: “Ninguna persona en los Estados Unidos, por motivos de raza, color u origen nacional, será excluida de la participación en, se le negarán los beneficios de, o será objeto de discriminación bajo cualquier programa o actividad que reciba asistencia federal.” El Título VI ha sido ampliado por leyes, reglamentos y órdenes ejecutivas relacionadas. La discriminación por razón de sexo está prohibida por la Sección 324 de la Ley Federal de Carreteras (Federal-Aid Highway Act), que es la legislación habilitante de la Administración Federal de Carreteras (FHWA). La Ley Uniforme de Asistencia de Reubicación y Políticas de Adquisición de Bienes Raíces de 1970 prohíbe el trato injusto y desigual de las personas como resultado de proyectos que se llevan a cabo con asistencia financiera federal. La Ley de Restauración de Derechos Civiles de 1987 definió la palabra “programa” para dejar en claro que la discriminación está prohibida en toda una agencia si cualquier parte de la misma recibe asistencia financiera federal.

Además de las autoridades legales, la Orden Ejecutiva 12898, “Acciones Federales para Abordar la Justicia Ambiental en Poblaciones Minoritarias y de Bajos Ingresos”, firmada en febrero de 1994, exige que las agencias federales logren la justicia ambiental como parte de su misión mediante la identificación de efectos desproporcionadamente altos y adversos en la salud humana o el medio ambiente de sus programas, políticas y actividades en poblaciones minoritarias y de bajos ingresos. En 1997, el Departamento de Transporte de los Estados Unidos (USDOT) emitió su Orden del DOT para Abordar la Justicia Ambiental en Poblaciones Minoritarias y de Bajos Ingresos, con el fin de resumir y ampliar los requisitos de la Orden Ejecutiva 12898 sobre justicia ambiental.

Asimismo, la Orden Ejecutiva 13166, “Mejorar el Acceso a los Servicios para Personas con Dominio Limitado del Inglés (LEP)”, establece que ninguna persona será objeto de discriminación por motivos de raza, color u origen nacional en ningún programa o actividad que reciba asistencia financiera federal. Como beneficiaria de asistencia financiera federal en ciertos programas y proyectos, la Ciudad de Mission (en adelante, “la Ciudad”) debe realizar esfuerzos razonables para proporcionar acceso a las personas con capacidad limitada para hablar, escribir o entender el idioma inglés.

La Ciudad no debe restringir de ninguna manera a una persona en el disfrute de cualquier ventaja o privilegio que disfruten otros que reciben algún servicio, ayuda financiera u otro beneficio bajo sus programas o proyectos por motivos de raza, color, sexo u origen nacional. Por lo tanto, los objetivos principales del Plan de No Discriminación del Título VI de la Ciudad de Mission son:

1. Asignar funciones, responsabilidades y procedimientos para garantizar el cumplimiento del Título VI de la Ley de Derechos Civiles de 1964 y las regulaciones y directrices relacionadas;
2. Garantizar que las personas afectadas por los programas y proyectos de la Ciudad reciban los servicios, beneficios y oportunidades a los que tienen derecho sin distinción de raza, color, origen nacional, edad, sexo o discapacidad;
3. Prevenir la discriminación en los programas y actividades de la Ciudad, independientemente de que dichos programas y actividades reciban o no financiamiento federal;
4. Establecer procedimientos para identificar impactos en cualquier programa, servicio o actividad que puedan generar un efecto adverso ilegal en cualquier persona por motivos de raza, color, origen nacional, edad, sexo o discapacidad; o en poblaciones minoritarias, de bajos ingresos, personas mayores, personas con discapacidades y todas las poblaciones protegidas por el Título VI;
5. Establecer procedimientos para revisar anualmente el cumplimiento del Título VI en áreas programáticas específicas dentro de la Ciudad;
6. Establecer procedimientos para la presentación y tramitación de quejas por parte de personas que consideren haber sido objeto de discriminación ilegal bajo el Título VI en un servicio, proyecto, programa o actividad proporcionado por la Ciudad.

Como beneficiaria de fondos federales de transporte, la Ciudad debe cumplir con las leyes federales y estatales, así como con las leyes relacionadas, para garantizar el acceso equitativo a todas las personas en sus programas y actividades sin distinción de raza, color, origen nacional, sexo, edad o discapacidad. Se hará todo esfuerzo para prevenir la discriminación en cualquier programa o actividad patrocinada por la Ciudad, independientemente de que dichos programas y actividades reciban o no financiamiento federal, conforme a lo garantizado por la Ley de Restauración de Derechos Civiles de 1987.

El Plan del Título VI de la Ciudad también establece procedimientos para asegurar que los contratistas y subreceptores de la Ciudad cumplan con las leyes federales y estatales, e incluye en todos los acuerdos o contratos escritos garantías de que el subreceptor debe cumplir con el Título VI y otras leyes relacionadas. La Ciudad, como beneficiaria de fondos federales en ciertos programas y actividades, supervisará a sus subreceptores para asegurar el cumplimiento voluntario del Título VI. En caso de detectarse incumplimiento, la Ciudad hará un esfuerzo de buena fe para garantizar que el subreceptor corrija dichas deficiencias.

Asistencia Financiera Federal

El Título VI establece que ningún programa o actividad que reciba “asistencia financiera federal” deberá discriminar a las personas por motivos de raza, color u origen nacional. La asistencia financiera federal puede incluir subvenciones y préstamos de fondos federales, la concesión o donación de bienes federales o intereses sobre dichos bienes, el uso o arrendamiento de terrenos o propiedades federales por debajo de su valor de mercado, capacitación federal,

préstamo de personal federal, subsidios y cualquier otro arreglo, acuerdo o contrato federal cuyo propósito sea proporcionar asistencia federal.

La asistencia financiera federal no incluye contratos de garantía o seguros, programas regulados, licencias, contratos de adquisiciones del gobierno federal a valor de mercado ni programas que proporcionen beneficios directos. La asistencia financiera federal puede recibirse de manera directa o indirecta

MANUAL DE POLÍTICAS ADMINISTRATIVAS

DEL PLAN DE NO DISCRIMINACIÓN DEL TÍTULO VI DE LA CIUDAD DE MISSION

AUTORIDADES

Las autoridades aplicables al programa del Título VI de la Ciudad de Mission se incluyen a continuación:

- **El Título VI de la Ley de Derechos Civiles de 1964** (42 U.S.C. §2000d) establece que: "Ninguna persona en los Estados Unidos, por motivos de raza, color u origen nacional, será excluida de la participación en, se le negarán los beneficios de, o será objeto de discriminación bajo cualquier programa o actividad que reciba asistencia financiera federal."
- **La Ley de Restauración de Derechos Civiles de 1987** restableció la intención del Título VI y el alcance amplio a nivel institucional de los estatutos de no discriminación para incluir todos los programas y actividades de los beneficiarios de ayuda federal, subreceptores y contratistas, independientemente de si dichos programas y actividades reciben financiamiento federal o no.
- **La Ley Federal de Carreteras de 1973** (Sección 324, Título 23 U.S.C.) establece que ninguna persona, por razón de sexo, será excluida de la participación en, se le negarán los beneficios de, o será objeto de discriminación bajo cualquier programa o actividad que reciba asistencia federal.
- **La Ley Uniforme de 1970** (42 U.S.C. 4601) prohíbe el trato injusto y desigual de las personas desplazadas o cuyas propiedades sean adquiridas como resultado de programas o actividades con asistencia federal.
- **La Sección 504** de la Ley de Rehabilitación de 1973 prohíbe la discriminación basada en discapacidad.
- **49 CFR Parte 21**, Reglamentos del Departamento de Transporte de los Estados Unidos (U.S. DOT) para la implementación del Título VI, que requieren garantías por parte de los estados de que se evitará la discriminación en cualquier programa o actividad para la cual el beneficiario reciba asistencia federal del U.S. DOT, incluida la Administración Federal de Carreteras (FHWA).
- **28 CFR 50.3**, Directrices del Departamento de Justicia de los Estados Unidos para la aplicación del Título VI de la Ley de Derechos Civiles de 1964.
- **Orden Ejecutiva Núm. 12898**, que aborda las acciones federales para la justicia ambiental en poblaciones minoritarias y de bajos ingresos.
- **Orden Ejecutiva Núm. 13166**, que aborda la mejora del acceso a servicios para personas con dominio limitado del inglés.
- **Orden Ejecutiva Núm. 12250**, sobre el liderazgo y la coordinación del Departamento de Justicia en las leyes de no discriminación.

MANUAL DE POLÍTICAS ADMINISTRATIVAS

DEL PLAN DE NO DISCRIMINACIÓN DEL TÍTULO VI DE LA CIUDAD DE MISSION

DECLARACIÓN DE POLÍTICA Y GARANTÍAS ESTÁNDAR DEL DOT

Declaración de Política:

La Ciudad de Mission, como beneficiaria de asistencia financiera federal y conforme al Título VI de la Ley de Derechos Civiles de 1964 y estatutos relacionados, garantiza que ninguna persona, por motivos de raza, religión (cuando el objetivo principal de la asistencia financiera sea proporcionar empleo conforme a 42 U.S.C. §2000d-3), color, origen nacional, sexo, edad o discapacidad, será excluida de la participación en, se le negarán los beneficios de, o será objeto de discriminación o represalias en ningún programa o actividad financiado con fondos federales o no federales administrado por la Ciudad de Mission.

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Norie Gonzalez Garza, Alcaldesa

Garantías Estándar del DOT:

La Ciudad de Mission, Texas (en adelante denominada el "Beneficiario"), **POR LA PRESENTE ACEPTA** que, como condición para recibir cualquier asistencia financiera federal del Departamento de Transporte de los Estados Unidos (DOT), a través de la Administración Federal de Carreteras, estará sujeta a y cumplirá con lo siguiente:

Autoridades Estatutarias/Reglamentarias

- **Título VI de la Ley de Derechos Civiles de 1964** (42 U.S.C. § 2000d et seq., 78 Stat. 252), que prohíbe la discriminación por motivos de raza, color u origen nacional;
- **49 C.F.R. Parte 21** (No Discriminación en Programas Asistidos Federalmente del Departamento de Transporte – Implementación del Título VI de la Ley de Derechos Civiles de 1964);
- **28 C.F.R. § 50.3** (Directrices del Departamento de Justicia de los Estados Unidos para la aplicación del Título VI de la Ley de Derechos Civiles de 1964).

Las referencias legales y reglamentarias anteriores se denominarán en adelante como las "Leyes" y los "Reglamentos", respectivamente.

Garantías Generales

De conformidad con las Leyes, los Reglamentos y otras directrices, circulares, políticas, memorandos y/o guías pertinentes, el Beneficiario garantiza que tomará de manera oportuna todas las medidas necesarias para asegurar que:

"Ninguna persona en los Estados Unidos, por motivos de raza, color u origen nacional, será excluida de la participación en, se le negarán los beneficios de, o será objeto de discriminación

bajo cualquier programa o actividad" para el cual el Beneficiario reciba asistencia financiera federal del DOT, incluida la OST-R.

La Ley de Restauración de Derechos Civiles de 1987 aclaró la intención original del Congreso con respecto al Título VI y otros requisitos de no discriminación (Ley de Discriminación por Edad de 1975 y la Sección 504 de la Ley de Rehabilitación de 1973), restableciendo el alcance amplio e institucional de estos estatutos para incluir todos los programas y actividades del Beneficiario, siempre que cualquier parte del programa reciba asistencia federal.

Garantías Específicas

Más específicamente, y sin limitar la garantía general anterior, el Beneficiario acuerda y proporciona las siguientes garantías respecto a sus programas asistidos federalmente:

1. El Beneficiario acuerda que cada "actividad", "instalación" o "programa", según se define en §§ 21.23 (b) y 21.23 (e) de 49 C.F.R. § 21, será operado, facilitado o llevado a cabo en cumplimiento con todos los requisitos establecidos por las Leyes y Reglamentos.
2. El Beneficiario incluirá la siguiente notificación en todas las convocatorias de licitación, solicitudes de propuestas u otros procesos relacionados:

   "La Ciudad de Mission, Texas, de conformidad con el Título VI de la Ley de Derechos Civiles de 1964 y sus reglamentos, notifica a todos los licitantes que garantizará que las empresas en desventaja tendrán plena oportunidad de participar y no serán discriminadas por motivos de raza, color u origen nacional."

3. El Beneficiario incluirá las cláusulas de los Apéndices A y E en todos los contratos sujetos a las Leyes y Reglamentos.
4. El Beneficiario incluirá las cláusulas del Apéndice B como convenio vinculante en cualquier escritura relacionada con la transferencia de bienes inmuebles provenientes del gobierno federal.
5. Cuando el Beneficiario reciba asistencia federal para construir una instalación, la garantía se extenderá a toda la instalación.
6. Cuando la asistencia federal sea para la adquisición de bienes inmuebles, la garantía se extenderá a todos los derechos relacionados con dicha propiedad.
7. El Beneficiario incluirá las cláusulas de los Apéndices C y D en futuros acuerdos relacionados con bienes inmuebles.
8. Esta Garantía obligará al Beneficiario durante todo el periodo en que reciba asistencia financiera federal.
9. El Beneficiario establecerá métodos de administración que aseguren el cumplimiento por parte de todos los participantes.

MANUAL DE POLÍTICAS ADMINISTRATIVAS

DEL PLAN DE NO DISCRIMINACIÓN DEL TÍTULO VI DE LA CIUDAD DE MISSION

10. El Beneficiario reconoce el derecho del gobierno de los Estados Unidos a hacer cumplir judicialmente estas disposiciones.

Al firmar esta GARANTÍA, la Ciudad de Mission, Texas también acepta cumplir con todos los requisitos de acceso a registros, auditorías, revisiones de cumplimiento e investigaciones de quejas realizadas por el DOT.

La Ciudad de Mission, Texas otorga esta GARANTÍA como condición para recibir asistencia financiera federal, y esta será vinculante para todos los participantes involucrados.

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Norie Gonzalez Garza, Alcaldesa

MANUAL DE POLÍTICAS ADMINISTRATIVAS

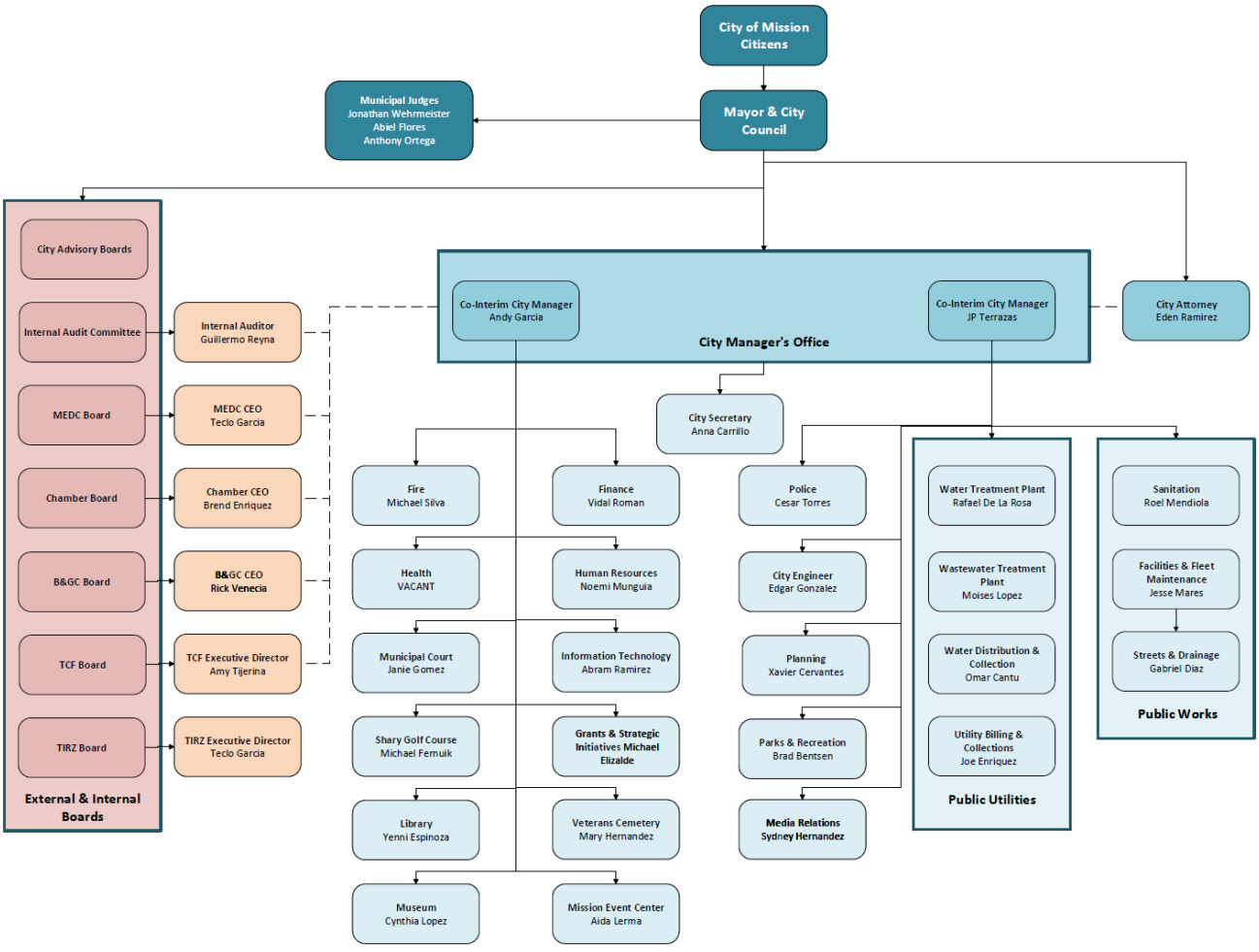
DEL PLAN DE NO DISCRIMINACIÓN DEL TÍTULO VI DE LA CIUDAD DE MISSION

Organización y Personal

De conformidad con el 23 CFR 200, la Ciudad de Mission ha designado a un Coordinador de Título VI, quien es responsable del Programa de Título VI de la Ciudad de Mission.

Ciudad de Mission
Anna Carrillo, Secretaria Municipal
1201 E. 8th Street
Mission, TX 78572
Teléfono: 956-580-8737
Correo electrónico: adacoordinator@missiontexas.us

ORGANIGRAMA DE LA CIUDAD



MANUAL DE POLÍTICAS ADMINISTRATIVAS

DEL PLAN DE NO DISCRIMINACIÓN DEL TÍTULO VI DE LA CIUDAD DE MISSION

FUNCIONES Y RESPONSABILIDADES

Coordinador(a) del Título VI/No Discriminación:

El(la) Coordinador(a) del Título VI/No Discriminación de la Ciudad de Mission es el(la) Secretario(a) Municipal o su designado(a). El(la) Secretario(a) Municipal reporta al Concejo Municipal y tendrá la responsabilidad principal de coordinar la administración del programa, plan y garantías del Título VI y estatutos relacionados para la Ciudad de Mission.

El(la) Coordinador(a) del Título VI/No Discriminación está autorizado(a) para garantizar el cumplimiento de las disposiciones de la declaración de no discriminación de la Ciudad, así como de las leyes y reglamentos correspondientes. Asimismo, garantizará la implementación de la política de no discriminación de la Ciudad y será responsable de iniciar, supervisar y asegurar el cumplimiento de los requisitos del Título VI.

Las funciones y responsabilidades del(la) Coordinador(a) del Título VI/No Discriminación (o su designado[a]) incluyen, entre otras, las siguientes:

1. **Administración del Programa.** Actuar como punto central para la implementación del Título VI y la supervisión de programas y/o actividades que reciben asistencia financiera federal. Asegurar que los requisitos del Título VI se incluyan en las directrices de política correspondientes y que los procedimientos utilizados incorporen salvaguardas para prevenir la discriminación. Garantizar el cumplimiento de las garantías, políticas y objetivos del programa del Título VI.
2. **Difusión Pública de Información.** Desarrollar y difundir información del programa del Título VI (y, cuando corresponda, en idiomas distintos al inglés) a los departamentos/oficinas de la Ciudad, subreceptores (incluyendo contratistas, subcontratistas y consultores) y al público en general. El programa de difusión pública incluirá la publicación de la Declaración de Política del Título VI de la Ciudad:
   a) en contratos u otros acuerdos y paquetes de especificaciones de licitación;
   b) en el sitio web de la Ciudad, www.missiontexas.us;
   c) en ciertos edificios municipales.

   La difusión a los departamentos/oficinas incluirá:
   a) un comunicado anual a los empleados de la Ciudad;
   b) su publicación en el sitio web de la Ciudad;
   c) el reconocimiento del Plan del Título VI y del Plan LEP durante la orientación de nuevos empleados.

3. **Plan de Trabajo Anual e Informe de Logros.** Coordinar, compilar y presentar el Plan de Trabajo Anual y el Informe de Logros al Departamento de Transporte de Texas (TXDOT), Oficina de Derechos Civiles, conforme a la guía correspondiente. Este informe se presentará un año después de la aprobación del Plan del Título VI y posteriormente cada año en la misma fecha. Se deberá asegurar que el plan incluya adecuadamente:

- Procedimientos de quejas del Título VI
- Registro de investigaciones, quejas o demandas y sus resoluciones
- Plan para involucrar a personas con Dominio Limitado del Inglés (LEP)
- Plan de Justicia Ambiental
- Avisos públicos del Título VI
- Informe anual de logros y cambios del programa

4. **Eliminación de Incumplimientos.** Asistir en la corrección de problemas o prácticas discriminatorias identificadas mediante actividades de monitoreo y revisión. Cuando se detecten deficiencias, se implementarán de manera oportuna procedimientos razonables para corregirlas y documentar las acciones correctivas.
5. **Proceso de Quejas.** Implementar procedimientos para la tramitación oportuna de quejas externas por discriminación bajo el Título VI.
6. **Resolución de Quejas.** Supervisar la investigación de quejas externas relacionadas con el Título VI.
7. **Desarrollo de Programas de Capacitación.** Facilitar el desarrollo e implementación de programas de capacitación sobre el Título VI y otras leyes de no discriminación para departamentos de la Ciudad, contratistas y subreceptores. Se incluirá un resumen de estas capacitaciones en el informe anual.
8. **Notificación a TXDOT.** Remitir a TXDOT, dentro de un plazo de 10 días calendario, cualquier queja del Título VI presentada contra la Ciudad de Mission.
9. **Recolección de Datos.** Coordinar la recopilación y mantenimiento de datos estadísticos sobre raza, color, origen nacional, dominio del idioma inglés y sexo de los beneficiarios de los programas de la Ciudad. Gran parte de esta información se obtendrá mediante datos y mapas del censo. Los procedimientos de recopilación se revisarán anualmente para asegurar su suficiencia.
10. **Actualización del Plan del Título VI.** Cuando se actualice, proporcionar una copia del Plan del Título VI al Departamento de Transporte de Texas. La Ciudad actualizará y renovará automáticamente sus garantías del Título VI cada tres años o cuando sea necesario debido a cambios en la estructura administrativa, el personal o los procedimientos de quejas.

Información de Contacto del Coordinador del Título VI:

Ciudad de Mission
Anna Carrillo, Secretaria Municipal
1201 E. 8th Street
Mission, TX 78572
Teléfono: 956-580-8721
Correo electrónico: adacoordinator@missiontexas.us

MANUAL DE POLÍTICAS ADMINISTRATIVAS

DEL PLAN DE NO DISCRIMINACIÓN DEL TÍTULO VI DE LA CIUDAD DE MISSION

Departamentos/Oficinas Electas:

Los departamentos de la Ciudad de Mission coordinarán con el(la) Coordinador(a) del Título VI/No Discriminación para asegurar el cumplimiento de los requisitos del Título VI ante TXDOT. Las responsabilidades de los directores de departamento y funcionarios electos incluyen, entre otras:

1. Cumplimiento de Justicia Ambiental en todos los proyectos financiados por TXDOT u otros fondos federales
2. Recolección y análisis de datos para evaluar el alcance e impacto de los fondos del programa
3. Cumplimiento de los requisitos de monitoreo y reporte del Plan LEP y Justicia Ambiental/Participación Pública
4. Coordinación con el(la) Coordinador(a) del Título VI para proporcionar información requerida de manera oportuna

Departamento de Compras:

El Departamento de Compras de la Ciudad de Mission garantizará que las notificaciones incluidas en los apéndices se incorporen en todas las solicitudes de licitación, incluyendo el siguiente lenguaje (no por referencia, sino de manera directa):

“La Ciudad de Mission, de conformidad con el Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d a 2000d-4) y sus reglamentos, notifica a todos los licitantes que garantizará que las empresas en desventaja tendrán plena y justa oportunidad de presentar propuestas y no serán discriminadas por motivos de raza, color u origen nacional en la adjudicación de contratos.”

- Las cláusulas del Apéndice A se incluirán como un convenio vinculado al terreno en cualquier escritura relacionada con la transferencia de propiedad federal.
- Las cláusulas del Apéndice B se incluirán, cuando corresponda, en futuros contratos relacionados con la transferencia de bienes inmuebles.
- Las cláusulas del Apéndice C se incluirán, cuando corresponda, en acuerdos relacionados con el uso o acceso a propiedades.
- El Apéndice D deberá adjuntarse a todos los contratos de construcción financiados bajo el Título 23 por un monto de $10,000 o más.

MANUAL DE POLÍTICAS ADMINISTRATIVAS

DEL PLAN DE NO DISCRIMINACIÓN DEL TÍTULO VI DE LA CIUDAD DE MISSION

ADMINISTRACIÓN DEL PLAN DEL TÍTULO VI

El(la) Coordinador(a) del Título VI/No Discriminación tendrá la responsabilidad principal de coordinar la administración del programa, plan y garantías del Título VI y de los estatutos relacionados para el subreceptor.

Difusión de la Política del Título VI de la Ciudad:

La Ciudad de Mission difunde su Declaración de Política de No Discriminación del Título VI, el Plan de No Discriminación del Título VI y los procedimientos de quejas al público en general a través del sitio web de la Ciudad, el cual también proporciona acceso a formularios para presentar quejas externas por discriminación bajo el Título VI.

Los carteles informativos del Título VI serán enviados a todos los jefes de departamento/funcionarios electos de la Ciudad para que se coloquen en un lugar visible dentro de los departamentos/oficinas bajo su supervisión.

La Ciudad difunde información del Título VI/No Discriminación a los empleados municipales a través del sitio web de la Ciudad, www.missiontexas.us, y mediante un aviso anual. Los nuevos empleados de la Ciudad contratados a partir del 1 de septiembre de 2016 son informados sobre las disposiciones del Título VI, reciben una copia de la Declaración de Política de No Discriminación del Título VI y deben firmar un acuse de recibo durante la orientación para nuevos empleados.

Todos los subcontratistas y proveedores que reciben pagos de la Ciudad de Mission, cuando los fondos provienen de asistencia federal, están sujetos a las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 y 49 CFR Parte 21. Los contratos por escrito deberán incluir lenguaje de no discriminación, ya sea directamente o mediante el paquete de especificaciones de licitación que forma parte integral del contrato.

El nombre y la información de contacto del(la) Coordinador(a) del Título VI/No Discriminación están disponibles en el sitio web de la Ciudad, www.missiontexas.us. Información adicional sobre las obligaciones de no discriminación y sobre cómo presentar quejas puede obtenerse del(la) Coordinador(a) del Título VI/No Discriminación de la Ciudad.

Quejas:

Si alguna persona considera que ella u otros beneficiarios de programas han sido objeto de trato desigual o discriminación en la recepción de beneficios y/o servicios, o por motivos de raza, color, origen nacional (incluyendo dominio limitado del inglés), sexo, edad o discapacidad, puede ejercer su derecho a presentar una queja ante el(la) Coordinador(a) del Título VI/No Discriminación de la Ciudad. Se hará todo lo posible por resolver las quejas de manera informal y en el nivel más bajo posible.

MANUAL DE POLÍTICAS ADMINISTRATIVAS

DEL PLAN DE NO DISCRIMINACIÓN DEL TÍTULO VI DE LA CIUDAD DE MISSION

Recolección y Análisis de Datos:

Los datos estadísticos sobre raza, color, origen nacional, dominio del idioma inglés y sexo de los participantes y beneficiarios de programas financiados con fondos federales (por ejemplo, ciudadanos impactados y comunidades afectadas) serán recopilados y mantenidos por la Ciudad proyecto por proyecto.

1. Analizar la población que se beneficia de un proyecto, incluyendo los beneficios para poblaciones tradicionalmente desatendidas, si los hay;
2. Identificar la población afectada negativamente por los proyectos, incluyendo poblaciones tradicionalmente desatendidas;
3. Realizar una evaluación de necesidades lingüísticas;
4. Determinar la mejor manera de difundir información a las poblaciones afectadas;
5. Determinar la mejor forma de priorizar inversiones;
6. Analizar el impacto de la inversión.

Los procedimientos de recopilación de datos serán revisados anualmente para garantizar que cumplan con los requisitos del programa del Título VI.

Revisiones del Programa:

Se llevarán a cabo revisiones especiales del programa basadas en el resumen anual de actividades, logros y asuntos relacionados con el Título VI. Estas revisiones serán realizadas por el(la) Coordinador(a) para asegurar la eficacia en el cumplimiento de las disposiciones del Título VI. El(la) Coordinador(a) del Título VI/No Discriminación coordinará los esfuerzos para garantizar la participación equitativa en todos los programas y actividades a todos los niveles. La Ciudad realizará revisiones anualmente antes de finalizar el año calendario.

Formulario de Informe Anual de TXDOT:

El(la) Coordinador(a) del Título VI/No Discriminación será responsable de coordinar, compilar y presentar el Plan de Trabajo Anual y el Informe de Logros al Departamento de Transporte de Texas (TXDOT), Oficina de Derechos Civiles, conforme a la Guía de Desarrollo del Plan de Trabajo Anual e Informe de Logros del Título VI/No Discriminación de TXDOT, como se establece en la Guía de Asistencia Técnica para Subreceptores.

Actualizaciones del Plan del Título VI ante TXDOT:

Si este plan se actualiza, se enviará una copia del Plan de No Discriminación del Título VI al Departamento de Transporte de Texas dentro de los 90 días posteriores a la aprobación de la actualización. La Ciudad actualizará y renovará automáticamente sus Garantías del Título VI cada tres años o cuando sea necesario, como en el caso de un cambio de Administrador de la Ciudad.

MANUAL DE POLÍTICAS ADMINISTRATIVAS

DEL PLAN DE NO DISCRIMINACIÓN DEL TÍTULO VI DE LA CIUDAD DE MISSION

Acciones Correctivas:

La Ciudad, a través del(la) Coordinador(a) del Título VI/No Discriminación, trabajará activamente para prevenir deficiencias y violaciones del Título VI y tomará las medidas necesarias para garantizar el cumplimiento de todos los requisitos administrativos del programa.

Cuando se identifiquen deficiencias, se implementarán de manera oportuna procedimientos para corregirlas y establecer acciones correctivas por escrito. El plazo para determinar dichas acciones y responder por escrito no deberá exceder los 90 días a partir de la fecha en que se identifiquen las deficiencias.

Mantenimiento de Registros:

Todos los registros relacionados con el Plan del Título VI/No Discriminación se conservarán durante un período de diez (10) años o conforme a los requisitos de los calendarios de retención de registros de los Archivos de la Biblioteca de Texas, lo que sea mayor. No obstante, si los registros son objeto de una queja, acción administrativa, litigio u otro proceso formal, deberán conservarse durante el período mínimo requerido y hasta la resolución final del asunto

MANUAL DE POLÍTICAS ADMINISTRATIVAS

DEL PLAN DE NO DISCRIMINACIÓN DEL TÍTULO VI DE LA CIUDAD DE MISSION

PLAN DE DOMINIO LIMITADO DEL INGLÉS (LEP)

Propósito:

La Ciudad de Mission recibe fondos del Departamento de Transporte de los Estados Unidos (USDOT) a través de la Administración Federal de Carreteras mediante el Departamento de Transporte de Texas (TxDOT), lo que requiere que la Ciudad, como mínimo, aplique el análisis de cuatro factores a los datos disponibles. Cualquier requisito del programa LEP sugerido por este análisis se extenderá a todo el programa o actividad del beneficiario, es decir, a todas las partes de sus operaciones, incluso si solo un programa recibe asistencia federal.

Este Plan de Dominio Limitado del Inglés ha sido preparado para atender las responsabilidades de la Ciudad de Mission, como subreceptor de asistencia financiera federal, en relación con las necesidades de las personas con habilidades limitadas en el idioma inglés. El plan se ha elaborado conforme al Título VI de la Ley de Derechos Civiles de 1964, 42 U.S.C. 2000d y sus reglamentos de implementación, los cuales establecen que ninguna persona será objeto de discriminación por motivos de raza, color u origen nacional.

La Orden Ejecutiva 13166, *Mejorar el Acceso a los Servicios para Personas con Dominio Limitado del Inglés*, establece que el trato diferente basado en la incapacidad de una persona para hablar, leer, escribir o entender inglés constituye una forma de discriminación por origen nacional. Esta orden instruye a cada agencia a publicar orientación para sus beneficiarios, aclarando su obligación de garantizar que dicha discriminación no ocurra. Esta orden aplica a todas las agencias estatales y locales que reciben fondos federales, incluyendo todos los departamentos de la Ciudad de Mission que reciben subvenciones federales.

Resumen del Plan LEP:

La Ciudad de Mission ha desarrollado este Plan LEP para identificar medidas razonables que permitan brindar asistencia lingüística a personas con dominio limitado del inglés que deseen acceder a servicios, programas y/o actividades de la Ciudad. Este plan describe cómo identificar a una persona que pueda necesitar asistencia lingüística, las formas de proporcionar dicha asistencia, la capacitación del personal, la notificación a personas LEP y la información para futuras actualizaciones del plan.

Para determinar qué medidas razonables deben tomar los departamentos/oficinas de la Ciudad, se consideran los siguientes factores:

1. El número o proporción de personas LEP elegibles para ser atendidas o que probablemente interactúan con los programas, actividades o servicios de la Ciudad;
2. La frecuencia con la que las personas LEP tienen contacto con los programas, actividades o servicios de la Ciudad;
3. La naturaleza e importancia del programa, actividad o servicio proporcionado por la Ciudad;
4. Los recursos disponibles y los costos asociados para proporcionar asistencia LEP.

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Cómo identificar a una persona LEP que necesita asistencia lingüística:

Una persona que no tiene el inglés como idioma principal y que tiene capacidad limitada para leer, escribir, hablar o entender inglés puede ser considerada LEP y puede tener derecho a recibir asistencia lingüística en los servicios de la Ciudad.

La asistencia lingüística puede incluir:

- **Interpretación:** transmisión oral de un mensaje de un idioma a otro;
- **Traducción:** transmisión escrita de un mensaje de un idioma a otro.

Cómo el personal puede identificar a personas LEP:

- Publicando avisos sobre el Plan LEP y la disponibilidad de servicios de interpretación o traducción en idiomas que las personas LEP comprendan;
- Realizando encuestas informales periódicas al personal sobre su experiencia con personas LEP;
- Publicando avisos anticipados para reuniones o eventos, solicitando información sobre necesidades especiales como traductores o intérpretes ASL;
- Interactuando informalmente con participantes para evaluar su nivel de comprensión del inglés.

Medidas de Asistencia Lingüística:

Para personas que hablan inglés “poco” o “nada”, la Ciudad procurará:

1. Tomar medidas razonables para garantizar acceso significativo a los servicios;
2. Proporcionar recursos como:
   - Intérpretes de español dentro de un plazo razonable, utilizando personal bilingüe disponible;
   - Servicios de interpretación telefónica para otros idiomas.

Capacitación del Personal:

Todo el personal recibirá el Plan LEP y capacitación sobre los procedimientos y servicios disponibles. También se incluirá en la orientación de nuevos empleados.

Los temas de capacitación pueden incluir:

- Información sobre el Título VI y responsabilidades LEP;
- Servicios de asistencia lingüística disponibles;
- Documentación de solicitudes de asistencia;
- Manejo de quejas relacionadas con Título VI/LEP.

Todos los contratistas y subcontratistas deberán cumplir con estas directrices.

Servicios de Traducción:

El(la) Coordinador(a) del Título VI/No Discriminación, en coordinación con los departamentos, mantendrá una lista de personal bilingüe.

Los materiales escritos proporcionados en inglés deberán traducirse a los idiomas más comunes. Documentos importantes deberán traducirse cuando exista una población LEP significativa afectada.

Notificación de Servicios Lingüísticos:

Los departamentos deberán:

- Colocar avisos en áreas públicas indicando que hay asistencia lingüística disponible;
- Incluir declaraciones en materiales informativos indicando la disponibilidad de estos servicios.

Monitoreo y Actualización del Plan LEP:

El Plan LEP será evaluado periódicamente, al menos cuando haya nuevos datos del Censo o aumento significativo en solicitudes de servicios lingüísticos.

Cada evaluación deberá considerar:

- Número de contactos LEP;
- Cómo se han atendido sus necesidades;
- Cambios en la población LEP;
- Necesidad de servicios de traducción;
- Eficacia de los programas existentes;
- Recursos financieros disponibles;
- Cumplimiento del plan;
- Quejas documentadas.

Se mantendrá un registro de quejas del Título VI, incluyendo aquellas relacionadas con LEP.

Difusión del Plan LEP:

- Colocar avisos en inglés y español en lugares visibles;
- Publicar el plan en el sitio web de la Ciudad en ambos idiomas;
- Indicar en agendas y avisos públicos que los documentos están disponibles en otros idiomas;
- Registrar solicitudes de traducción o interpretación;

- Mantener el sitio web con opción de traducción mediante el menú “Select Language”.

Para más información, una copia del Plan LEP está disponible en el sitio web: www.missiontexas.us o puede solicitarse en:

Ciudad de Mission
Anna Carrillo, Secretaria Municipal
1201 E. 8th Street
Mission, TX 78572
Teléfono: 956-580-8721
Correo electrónico: adacoordinator@missiontexas.us

MANUAL DE POLÍTICAS ADMINISTRATIVAS

DEL PLAN DE NO DISCRIMINACIÓN DEL TÍTULO VI DE LA CIUDAD DE MISSION

PLAN DE JUSTICIA AMBIENTAL

Propósito:

El propósito de este plan es describir cómo la Ciudad de Mission abordará los requisitos federales y estatales de no discriminación en relación con la Justicia Ambiental, conforme al Título VI, la Orden Ejecutiva Federal 12898 y otras leyes y reglamentos aplicables.

Para ser eficaz, un plan de justicia ambiental debe incorporar medidas integrales que aseguren la inclusión del público en las decisiones legales y de política relacionadas con asuntos ambientales.

Resumen del Plan de Justicia Ambiental:

La Orden Ejecutiva 12898, *Acciones Federales para Abordar la Justicia Ambiental en Poblaciones Minoritarias y de Bajos Ingresos*, firmada en febrero de 1994, requiere que las agencias federales logren la justicia ambiental como parte de su misión mediante la identificación y atención de efectos adversos desproporcionadamente altos en la salud humana o el medio ambiente de sus programas, políticas y actividades en poblaciones minoritarias y de bajos ingresos.

La Administración Federal de Carreteras (FHWA) exige que la Ciudad de Mission, como subreceptora de asistencia financiera federal a través del Departamento de Transporte de Texas (TXDOT), cumpla con las responsabilidades de Justicia Ambiental como parte de su programa de no discriminación.

La Ciudad utiliza datos de la Oficina del Censo de los Estados Unidos, actividades de participación pública (reuniones informativas, reuniones públicas y audiencias públicas), información del Departamento de Salud y Servicios Humanos sobre lineamientos de pobreza y coordinación con agencias locales (incluyendo, entre otros, Organizaciones de Planificación Metropolitana (MPO), funcionarios electos locales y el gobierno municipal) para establecer características demográficas, identificar tendencias y promover la participación de poblaciones tradicionalmente desatendidas.

- Integrar los requisitos de la Orden Ejecutiva 12898 en programas, políticas y actividades;
- Identificar poblaciones minoritarias y de bajos ingresos afectadas por un proyecto utilizando datos recientes del Censo y definiciones del Departamento de Salud y Servicios Humanos;
- Aplicar procedimientos de mitigación si se anticipa un impacto desproporcionado;
- Desarrollar procedimientos de participación pública que garanticen la inclusión de dichas poblaciones;
- Notificar a los residentes afectados sobre reuniones o audiencias públicas y asegurar su accesibilidad;
- Considerar e implementar alternativas razonables si la mitigación no elimina los impactos desproporcionados;

- Asegurar que cada departamento revise los documentos finales del proyecto para cumplir con regulaciones federales.

Proceso de Evaluación:

Cada departamento/oficina seguirá estos pasos al participar en programas o actividades financiados con fondos federales:

PASO UNO: Determinar si existen poblaciones desatendidas dentro del área del proyecto. Si no existen, documentar cómo se llegó a esa conclusión. Si existen, proceder al Paso Dos.

PASO DOS: Determinar si los impactos del proyecto sobre poblaciones minoritarias o de bajos ingresos son desproporcionadamente altos y adversos, utilizando la definición de "efectos adversos" del Plan del Título VI. Si existen impactos desproporcionados, proceder al Paso Tres.

PASO TRES: Proponer medidas para evitar, minimizar o mitigar los impactos adversos y proporcionar beneficios compensatorios. Incluir participación pública conforme al Plan de Participación Pública y considerar:

- ¿Existen medidas adicionales de mitigación?
- ¿Existen alternativas con menor impacto?
- ¿Es el proyecto necesario en términos de interés público?
- ¿Las alternativas generan impactos más severos o costos extraordinarios?

PASO CUATRO: Documentar y conservar todos los hallazgos y decisiones. Los departamentos deberán documentar que:

- Se evaluaron alternativas razonables;
- El impacto es inevitable;
- Los beneficios superan los impactos; o
- Se implementan medidas de mitigación.

Retención de Registros:

Los departamentos/oficinas de la Ciudad deberán mantener registros que demuestren el cumplimiento con la justicia ambiental, incluyendo hallazgos y determinaciones.

Estos registros se conservarán por un período de diez (10) años o conforme a los requisitos de los calendarios de retención de registros de la Comisión de Bibliotecas y Archivos del Estado de Texas, lo que sea mayor

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PLAN DE PARTICIPACIÓN PÚBLICA

Propósito:

Esta sección detalla cómo la Ciudad notifica al público sobre los planes de desarrollo y programas de mejora. La Ciudad solicita comentarios del público y los incorpora en los documentos finales. Además, esta sección describe cómo la Ciudad administra el proceso de participación pública.

Resumen del Plan de Participación Pública:

El Plan de Participación Pública (PPP) demuestra cómo la Ciudad, en coordinación con TxDOT, proporciona oportunidades para la revisión y comentarios del público en puntos clave de decisión durante el proceso de planificación de mejoras de transporte a nivel municipal, conforme al Modelo de Entrega de Proyectos (PDM) de la Ciudad y los procesos ambientales de TxDOT para proyectos financiados con fondos federales.

El proceso incluye la discusión abierta de documentos de planificación en foros gubernamentales locales, reuniones públicas, exhibiciones informativas, anuncios publicados y, cuando sea necesario, audiencias públicas.

Todos los proyectos de la Ciudad siguen los procedimientos establecidos en el Plan de Comunicación del Modelo de Entrega de Proyectos (PDM), el cual requiere una reunión pública para proporcionar información al público sobre el proyecto y su impacto probable. Posteriormente, todos los proyectos son revisados por la Oficina del Coordinador para asegurar que los requisitos de participación pública estén incorporados y se estén cumpliendo.

Tipos de Procedimientos de Participación Pública:

Para garantizar una participación pública significativa, las partes interesadas deben ser informadas y educadas sobre los programas y proyectos planificados y en ejecución.

Los departamentos/oficinas de la Ciudad deben cumplir con los requisitos de participación pública aplicables a proyectos específicos (por ejemplo, proyectos incluidos en el Programa Estatal de Mejoras de Transporte (STIP) y el Programa de Mejoras de Transporte (TIP)).

Las siguientes estrategias son utilizadas para asegurar que las partes interesadas reciban información oportuna en diversos formatos. Cada departamento/oficina determinará el método más adecuado de comunicación.

Estrategias de Participación Pública:

1. **Reuniones del Concejo Municipal** – Los ciudadanos pueden asistir a las reuniones del Concejo Municipal, que se llevan a cabo el segundo y cuarto martes a las 4:30 p.m., salvo indicación contraria.

   La agenda está disponible en www.missiontexas.us y las reuniones pueden transmitirse en línea.

   Los ciudadanos pueden registrarse para hablar sobre temas de la agenda completando un formulario de participación pública y entregándolo a la Secretaría Municipal antes del inicio de la reunión.

2. **Divulgación Comunitaria (Outreach)** – Los métodos para recopilar participación pública varían según el tipo y alcance del proyecto.

   Las asociaciones con organizaciones comunitarias permiten conectar con audiencias específicas y son clave para involucrar a poblaciones desatendidas.

   Estas organizaciones incluyen centros para personas mayores, grupos cívicos, organizaciones empresariales, corporaciones de desarrollo comunitario, iglesias, clubes de servicio, escuelas con programas de inglés como segundo idioma, proveedores de servicios para jóvenes, familias y personas con discapacidades, entre otros.
3. **Sitios Web** – Los departamentos con sitios web pueden actualizar continuamente información y facilitar la comunicación bidireccional.
4. **Publicaciones** – Los departamentos deben mantener listas de contactos de partes interesadas. Los boletines electrónicos permiten difundir información de manera rápida.
5. **Campañas en Medios** – Cuando sea necesario, se pueden implementar campañas de medios que incluyan comunicados de prensa, anuncios de servicio público, conferencias de prensa, artículos o entrevistas. La publicidad pagada debe utilizarse estratégicamente.
6. **Reuniones Comunitarias Programadas** – Dependiendo del proyecto, pueden realizarse reuniones en distintas etapas, como planificación, diseño y construcción.
7. **Notificación Directa** – La distribución de información puerta a puerta se utilizará cuando sea requerido por ley o según la naturaleza del proyecto.
8. **Redes Sociales** – Plataformas como Facebook, Twitter, YouTube y blogs pueden utilizarse para alcanzar al público objetivo.

Uso de Comentarios Públicos:

La información del público debe recopilarse de diversas fuentes. Cuando sea apropiado, los comentarios pueden utilizarse para ajustar el alcance del trabajo, planes y programas.

Retención de Registros:

Los registros deberán conservarse durante un período de diez (10) años o conforme a los calendarios de retención de registros de los Archivos de la Biblioteca de Texas, lo que sea mayor.

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PROCEDIMIENTOS PARA EL TRÁMITE DE QUEJAS DEL TÍTULO VI

Propósito:

El propósito de los procedimientos de quejas por discriminación es describir el proceso utilizado por la Ciudad de Mission para tramitar quejas de discriminación conforme al Título VI de la Ley de Derechos Civiles de 1964 y estatutos relacionados.

Estos procedimientos tienen como objetivo proporcionar a las personas afectadas un medio para presentar quejas de discriminación relacionadas con los programas, actividades y servicios de la Ciudad, según lo exige la ley.

Estos procedimientos aplican a los beneficiarios de los programas, actividades y servicios de la Ciudad, incluyendo, entre otros: el público en general, contratistas, subcontratistas, consultores y otros subreceptores de fondos federales y estatales.

Estos procedimientos no limitan el derecho del denunciante a presentar quejas formales ante otras agencias estatales o federales ni a buscar representación legal privada.

Presentación de una Queja:

Cualquier persona que, por motivos de raza, religión, color, origen nacional, sexo, edad, discapacidad u otra categoría protegida aplicable, considere que ha sido excluida de la participación en, se le han negado beneficios o servicios de cualquier programa o actividad administrada por la Ciudad de Mission o sus subreceptores, consultores o contratistas, puede presentar una queja por discriminación bajo el Título VI. Solo se considerarán quejas basadas en una condición protegida.

El denunciante puede presentar una queja escrita y firmada dentro de los 180 días calendario a partir de la fecha del presunto acto de discriminación o desde que tuvo conocimiento del mismo. La Ciudad podrá extender este plazo en interés de la justicia, indicando por escrito la razón.

Las quejas deben presentarse por escrito. Si el denunciante no puede hacerlo, se le brindará asistencia para convertir una queja verbal en escrita. Todas las quejas deben estar firmadas.

La queja debe incluir, en la medida de lo posible:

- Nombre, dirección y datos de contacto del denunciante;
- Cómo, cuándo, dónde y por qué ocurrió la presunta discriminación, incluyendo testigos;
- Cualquier otra información relevante.

No se considerarán quejas formales (salvo que incluyan una carta firmada alegando violación al Título VI):

- Quejas anónimas sin suficiente información;
- Solicitudes de información o asesoría;
- Copias de documentos judiciales;
- Copias de quejas internas.

Para presentar una queja o solicitar información:

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Ciudad de Mission
Anna Carrillo
1201 E. 8th St., Mission, Texas 78572
Tel: (956) 580-8721
Correo electrónico: adacoordinator@missiontexas.us

Proceso de Quejas:

El(la) Coordinador(a) del Título VI acusará recibo e iniciará la investigación dentro de los diez (10) días hábiles posteriores a la recepción de la queja. También brindará asistencia a personas con discapacidad o con limitaciones en el idioma inglés.

El(la) Coordinador(a) tiene la responsabilidad general del proceso y puede designar a un investigador imparcial, quien elaborará un informe basado en los hechos recopilados.

Las quejas relacionadas con transporte serán remitidas a TXDOT dentro de 10 días calendario.

El(la) Coordinador(a):

- Contactará al denunciante dentro de 30 días hábiles si se requiere información adicional;
- Podrá cerrar administrativamente la queja si no se recibe la información solicitada;
- Concluirá la investigación dentro de 60 días calendario;
- Preparará un informe escrito con hallazgos y acciones correctivas;
- Enviará el informe para revisión legal antes de su distribución.

Proceso de Informe de Investigación:

Dentro de 40 días, el investigador presentará un informe al Administrador de la Ciudad.

El Administrador determinará si existe “causa probable” o “no causa probable” y emitirá una carta de decisión.

Represalias:

Está prohibida cualquier represalia o intimidación contra personas que presenten o participen en una queja.

Para reportar represalias:

Ciudad de Mission
Anna Carrillo, Secretaria Municipal
1201 E. 8th Street
Mission, TX 78572
Tel: 956-580-8721
Correo electrónico: adacoordinator@missiontexas.us

Reportes a Agencias Externas:

Una copia de la queja, el informe y la decisión final se enviará a TXDOT dentro de 30 días tras concluir la investigación.

Registros:

Los registros se mantendrán en confidencialidad por un mínimo de tres años.

Resolución de la Queja:

Se enviará una respuesta final por escrito dentro de 10 días calendario después de concluir la investigación.

Si la queja no se sustenta, el denunciante podrá:

- Apelar dentro de cinco (5) días hábiles; o
- Presentar la queja ante una agencia federal.

Proceso de Apelación:

El(la) Coordinador(a) verificará la presentación oportuna de la apelación.

Si es válida:

- Se notificará al denunciante;
- Se convocará al Comité de Apelaciones del Título VI.

El Comité estará compuesto por tres miembros de:

- Oficina Ejecutiva
- Departamento de Salud y Servicios Humanos
- Oficina del Jefe de Bomberos

El Comité:

- Revisará el caso en un plazo de 30 días;
- Deliberará al menos una vez;
- Emitirá una decisión: aceptar, rechazar o modificar hallazgos.

En un plazo de 15 días, se emitirá una decisión final por escrito.

Registro de Quejas:

El(la) Coordinador(a) mantendrá un registro de todas las quejas, incluyendo:

- Identidad del denunciante;
- Naturaleza de la queja;
- Fechas y resultados;
- Información relevante adicional.

Mantenimiento de Registros:

Se conservarán registros permanentes, incluyendo:

- Acuses de recibo firmados;
- Quejas y documentación;
- Correspondencia;
- Investigaciones;
- Decisiones de apelación.

Los registros se conservarán por diez (10) años o conforme a las leyes estatales, o hasta la resolución final de cualquier procedimiento.

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PROCESO DEL PLAN DE TRABAJO ANUAL Y REPORTE DE LOGROS

1. El Plan de No Discriminación del Título VI de la Ciudad de Mission será comunicado a cada jefe de departamento/funcionario electo, quien lo revisará con el personal de su departamento/oficina.
2. El Plan del Título VI y la Declaración de Política de la Ciudad serán publicados en el sitio web de la Ciudad. La Declaración de Política también se colocará en lugares visibles dentro de los edificios municipales.
3. El Apéndice A de las Garantías se incluirá en todos los contratos de la Ciudad conforme a lo establecido en el Plan del Título VI/No Discriminación.
4. Se implementará el procedimiento para responder a personas con Dominio Limitado del Inglés (LEP).
5. Todos los empleados de la Ciudad serán informados sobre el procedimiento LEP y el proceso de quejas del Título VI.
6. Todos los departamentos/oficinas de la Ciudad serán informados sobre los procedimientos para el cumplimiento de justicia ambiental.
7. Los siguientes datos serán recopilados y revisados en el informe anual elaborado por el(la) Coordinador(a) del Título VI/No Discriminación y enviados a TXDOT:

   a. **Quejas** – Número de quejas del Título VI recibidas; naturaleza de las quejas; resolución de las mismas.
   b. **Necesidades LEP** – Número de solicitudes de asistencia lingüística o instancias en que fue necesaria, y su resultado.
   c. **Justicia Ambiental** – Actividades realizadas durante el año y medidas de mitigación, incluyendo esfuerzos de participación pública.
8. El Plan de Trabajo Anual y Reporte de Logros del Título VI/No Discriminación será presentado anualmente a TXDOT (con base en la fecha de aprobación del plan). El informe proporcionará una actualización anual sobre la implementación y supervisión del plan.

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CIUDAD DE MISSION

GARANTÍAS ESTÁNDAR DE TÍTULO VI / NO DISCRIMINACIÓN

ORDEN DEL DOT No. 1050.2A

La Ciudad de Mission (en adelante, el "Receptor"), POR LA PRESENTE ACUERDA que, como condición para recibir cualquier asistencia financiera federal del Departamento de Transporte de los Estados Unidos (USDOT), a través de la Administración Federal de Carreteras (FHWA), estará sujeta a y cumplirá con lo siguiente:

Autoridades Estatutarias/Reglamentarias

El Título VI de la Ley de Derechos Civiles de 1964 (42 U.S.C. §2000d et seq., 78 Stat. 252), (prohíbe la discriminación por motivos de raza, color u origen nacional);

El Título 49 del Código de Regulaciones Federales (CFR), Parte 21 (titulado No Discriminación en Programas Asistidos Federalmente del Departamento de Transporte—Ejecución del Título VI de la Ley de Derechos Civiles de 1964);

28 CFR §50.3 (Directrices del Departamento de Justicia de los Estados Unidos para la aplicación del Título VI de la Ley de Derechos Civiles de 1964);

Las citas estatutarias y reglamentarias anteriores se denominarán en adelante como las "Leyes" y los "Reglamentos", respectivamente.

Garantías Generales

De conformidad con las Leyes, los Reglamentos y otras directivas, circulares, políticas, memorandos y/o guías pertinentes, el Receptor por la presente garantiza que tomará con prontitud todas las medidas necesarias para asegurar que:

"Ninguna persona en los Estados Unidos será, por motivos de raza, color u origen nacional, excluida de la participación en, privada de los beneficios de, o sujeta de otra manera a discriminación bajo cualquier programa o actividad" para el cual el Receptor reciba asistencia financiera federal del DOT, incluida la Administración Federal de Carreteras.

La Ley de Restauración de Derechos Civiles de 1987 aclaró la intención original del Congreso con respecto al Título VI y otros requisitos de no discriminación (la Ley de Discriminación por Edad de 1975 y la Sección 504 de la Ley de Rehabilitación de 1973), al restablecer el amplio alcance institucional y la cobertura de estos estatutos y requisitos de no discriminación para incluir todos los programas y actividades del Receptor, siempre que cualquier parte del programa reciba asistencia federal.

Garantías Específicas

De manera más específica, y sin limitar la garantía general anterior, el Receptor acepta y otorga las siguientes garantías con respecto a sus programas del USDOT asistidos federalmente:

El Receptor acepta que cada "actividad", "instalación" o "programa", según se define en §21.23(b) y §21.23(e) del 49 CFR §21, será (en relación con una "actividad") facilitada, o (en relación con una "instalación") operada, o (en relación con un "programa") llevada a cabo en cumplimiento con todos los requisitos impuestos por o conforme a las Leyes y los Reglamentos.

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El Receptor incluirá la siguiente notificación en todas las solicitudes de licitación, solicitudes de propuestas para trabajo o materiales sujetos a las Leyes y los Reglamentos, realizadas en relación con todos los programas del USDOT y, en forma adaptada, en todas las propuestas para acuerdos negociados independientemente de la fuente de financiamiento:

"La Ciudad de Mission, de conformidad con las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252, 42 U.S.C. §2000d a 2000d-4) y los Reglamentos, por la presente notifica a todos los licitantes que garantizará afirmativamente que, en cualquier contrato celebrado conforme a este anuncio, las empresas comerciales en desventaja tendrán plena y justa oportunidad de presentar ofertas en respuesta a esta invitación y no serán discriminadas por motivos de raza, color u origen nacional en la consideración para una adjudicación."

El Receptor incluirá las cláusulas de los Apéndices A y E de esta Garantía en todo contrato o acuerdo sujeto a las Leyes y los Reglamentos.

El Receptor incluirá las cláusulas del Apéndice B de esta Garantía, como un convenio que se adhiere al terreno, en cualquier escritura de los Estados Unidos que efectúe o registre la transferencia de bienes inmuebles, estructuras, uso, mejoras o cualquier interés en los mismos al Receptor.

Cuando el Receptor reciba asistencia financiera federal para construir una instalación, o parte de una instalación, la Garantía se extenderá a toda la instalación y a las instalaciones operadas en conexión con la misma.

Cuando el Receptor reciba asistencia financiera federal en forma de, o para la adquisición de bienes inmuebles o un interés en bienes inmuebles, la Garantía se extenderá a los derechos sobre el espacio en, sobre o debajo de dicha propiedad.

El Receptor incluirá las cláusulas establecidas en los Apéndices C y D de esta Garantía, como un convenio que se adhiere al terreno, en cualquier escritura futura, arrendamiento, licencia, permiso o instrumento similar celebrado por el Receptor con otras partes:

(a) para la transferencia posterior de bienes inmuebles adquiridos o mejorados bajo la actividad, proyecto o programa correspondiente; y

(b) para la construcción o uso de, o acceso a, espacio en, sobre o debajo de bienes inmuebles adquiridos o mejorados bajo la actividad, proyecto o programa correspondiente.

Esta Garantía obliga al Receptor durante el período en que se extienda la asistencia financiera federal al programa, excepto cuando dicha asistencia sea para proporcionar, o consista en, bienes personales, bienes inmuebles o intereses en los mismos, o estructuras o mejoras en ellos, en cuyo caso la Garantía obligará al Receptor, o a cualquier cesionario, por el período más largo de los siguientes:

(a) el período durante el cual la propiedad se utilice para el propósito para el cual se otorgó la asistencia financiera federal, o para otro propósito que implique la provisión de servicios o beneficios similares; o

(b) el período durante el cual el Receptor conserve la propiedad o posesión del bien.

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El Receptor establecerá métodos de administración para el programa que, a juicio del Secretario de Transporte o del funcionario a quien delegue autoridad específica, brinden una garantía razonable de que el Receptor, otros receptores, subreceptores, subbeneficiarios, contratistas, subcontratistas, consultores, cesionarios, sucesores en interés y demás participantes de la asistencia financiera federal bajo dicho programa cumplirán con todos los requisitos impuestos por o conforme a las Leyes, los Reglamentos y esta Garantía.

El Receptor acepta que los Estados Unidos tienen el derecho de buscar la ejecución judicial respecto de cualquier asunto que surja conforme a las Leyes, los Reglamentos y esta Garantía.

Al firmar esta GARANTÍA, la Ciudad de Mission también acepta cumplir (y exigir a cualquier subreceptor, subbeneficiario, contratista, sucesor, cesionario y/o asignatario que cumpla) con todas las disposiciones aplicables que rigen el acceso del USDOT a registros, cuentas, documentos, información, instalaciones y personal. Asimismo, reconoce que debe cumplir con cualquier revisión de programas o de cumplimiento y/o investigaciones de quejas realizadas por el USDOT. Deberá mantener registros, elaborar informes y presentar el material para revisión, a solicitud del USDOT o su designado, de manera oportuna, completa y precisa. Además, deberá cumplir con todos los demás requisitos de informes, recopilación de datos y evaluación, según lo prescrito por la ley o detallado en la guía del programa.

La Ciudad de Mission otorga esta GARANTÍA en consideración de y para obtener cualquier subvención, préstamo, contrato, acuerdo, propiedad y/o descuentos federales, u otra ayuda federal y asistencia financiera federal otorgada después de la fecha del presente a los receptores por el USDOT bajo todos los programas del Departamento de Transporte. Esta GARANTÍA es vinculante para Texas, otros receptores, subreceptores, subbeneficiarios, contratistas, subcontratistas y sus subcontratistas, cesionarios, sucesores en interés y cualquier otro participante en todos los programas del Departamento de Transporte. La(s) persona(s) que firma(n) a continuación está(n) autorizada(s) para firmar esta GARANTÍA en nombre del Receptor.

Esta Garantía de Título VI / No Discriminación fue adoptada por la Ciudad de Mission el día 26 de mayo de 2026.

_____

Norie Gonzalez Garza, Alcaldesa

MANUAL DE POLÍTICAS ADMINISTRATIVAS

DEL PLAN DE NO DISCRIMINACIÓN DEL TÍTULO VI DE LA CIUDAD DE MISSION

Apéndice A

Durante la ejecución del presente contrato, el contratista, por sí mismo, sus cesionarios y sucesores en interés (en lo sucesivo denominado el "contratista"), acuerda lo siguiente:

1. **Cumplimiento de Reglamentos:**
   El contratista (en adelante, incluyendo consultores) cumplirá con las Leyes y los Reglamentos relativos a la no discriminación en programas asistidos con fondos federales del Departamento de Transporte de los Estados Unidos, Oficina del Subsecretario para Investigación y Tecnología (OST-R), según puedan ser enmendados de tiempo en tiempo. Dichas disposiciones se incorporan por referencia y forman parte integral de este contrato.
2. **No Discriminación:**
   El contratista, en relación con el trabajo que realice durante la vigencia del contrato, no discriminará por motivos de raza, color, origen nacional, sexo, edad o discapacidad en la selección y retención de subcontratistas, incluyendo la adquisición de materiales y el arrendamiento de equipo. Asimismo, el contratista no participará directa ni indirectamente en prácticas discriminatorias prohibidas por las Leyes y los Reglamentos, incluyendo prácticas de empleo cuando el contrato abarque cualquier actividad, proyecto o programa establecido en el Apéndice B del 49 CFR Parte 21.
3. **Solicitudes de Subcontratos, Incluyendo la Adquisición de Materiales y Equipo:**
   En todas las solicitudes realizadas por el contratista, ya sea mediante licitación competitiva o negociación, para trabajos a realizarse bajo un subcontrato, incluyendo la adquisición de materiales o el arrendamiento de equipo, cada posible subcontratista o proveedor será notificado por el contratista sobre las obligaciones que éste tiene bajo el presente contrato y conforme a las Leyes y Reglamentos relativos a la no discriminación por motivos de raza, color u origen nacional.
4. **Información e Informes:**
   El contratista proporcionará toda la información e informes requeridos por las Leyes, los Reglamentos y las directrices emitidas conforme a los mismos, y permitirá el acceso a sus libros, registros, cuentas, otras fuentes de información y a sus instalaciones, según lo determine el Beneficiario o el OST-R como pertinente para verificar el cumplimiento de dichas Leyes, Reglamentos y directrices. Cuando cualquier información requerida de un contratista esté en posesión exclusiva de un tercero que no la proporcione o se niegue a hacerlo, el contratista certificará tal situación al Beneficiario o al OST-R, según corresponda, e indicará los esfuerzos realizados para obtener dicha información.
5. **Sanciones por Incumplimiento:**
   En caso de incumplimiento por parte del contratista de las disposiciones de no discriminación de este contrato, el Beneficiario impondrá las sanciones contractuales que considere apropiadas, o las que determine el OST-R, incluyendo, pero sin limitarse a:

   a. Retener pagos al contratista bajo el contrato hasta que éste cumpla; y/o
   b. Cancelar, dar por terminado o suspender el contrato, en su totalidad o en parte.

6. **Incorporación de Disposiciones:**
   El contratista incluirá las disposiciones de los párrafos uno al seis en todos los subcontratos, incluyendo la adquisición de materiales y el arrendamiento de equipo, salvo que estén exentos conforme a las Leyes, los Reglamentos y las directrices emitidas en virtud de los mismos. El contratista tomará las acciones que el Beneficiario o el OST-R le indiquen respecto a cualquier subcontrato o adquisición como medio para hacer cumplir dichas disposiciones, incluyendo la imposición de sanciones por incumplimiento. No obstante, si el contratista se ve involucrado o enfrenta la posibilidad de litigio con un subcontratista o proveedor debido a tales instrucciones, podrá solicitar al Beneficiario que intervenga en dicho litigio para proteger sus intereses. Asimismo, el contratista podrá solicitar a los Estados Unidos que intervengan en el litigio para proteger los intereses del gobierno federal.

MANUAL DE POLÍTICAS ADMINISTRATIVAS

DEL PLAN DE NO DISCRIMINACIÓN DEL TÍTULO VI DE LA CIUDAD DE MISSION

Apéndice B

CLÁUSULAS PARA ESCRITURAS QUE TRANSFIEREN PROPIEDAD DE LOS ESTADOS UNIDOS

Las siguientes cláusulas se incluirán en las escrituras que formalicen o documenten la transferencia de bienes inmuebles, estructuras o mejoras sobre los mismos, o que otorguen algún interés sobre éstos por parte de los Estados Unidos, conforme a las disposiciones de la Garantía 4:

POR LO TANTO, el Departamento de Transporte de los Estados Unidos (U.S. Department of Transportation), debidamente facultado por ley y bajo la condición de que la Ciudad de Mission, Texas acepte el título de las tierras y mantenga el proyecto construido en las mismas de conformidad con los Requisitos Administrativos Uniformes, los Principios de Costos y los Requisitos de Auditoría para Subvenciones Federales (2 C.F.R. Parte 200), los reglamentos para la administración del Programa de Centros Universitarios de Transporte (University Transportation Centers Program), así como las políticas y procedimientos establecidos por la Oficina del Secretario del Departamento de Transporte de los Estados Unidos, en cumplimiento con todos los requisitos establecidos en el Título 49 del Código de Reglamentos Federales (Code of Federal Regulations), Subtítulo A, Oficina del Secretario, Parte 21, relativa a la no discriminación en programas asistidos con fondos federales del Departamento de Transporte de los Estados Unidos, que implementa las disposiciones del Título VI de la Ley de Derechos Civiles de 1964 (78 Stat. 252; 42 U.S.C. §§ 2000d a 2000d-4), por medio del presente acto cede, libera, renuncia y transfiere a favor de la Ciudad de Mission, Texas todos los derechos, títulos e intereses del Departamento de Transporte de los Estados Unidos sobre las tierras descritas en el Anexo A, el cual se adjunta al presente y forma parte integral del mismo.

(CLÁUSULA DE HABENDUM)

PARA TENER Y POSEER dichas tierras y los intereses en las mismas a favor de la Ciudad de Mission, Texas y sus sucesores a perpetuidad, sujetos, no obstante, a los convenios, condiciones, restricciones y reservas aquí contenidas, las cuales permanecerán vigentes durante el período en que el bien inmueble o las estructuras sean utilizadas para un propósito para el cual se otorgue asistencia financiera federal o para cualquier otro propósito que implique la provisión de servicios o beneficios similares, y serán obligatorias para la Ciudad de Mission, Texas, así como para sus sucesores y cesionarios.

La Ciudad de Mission, Texas, en consideración de la transferencia de dichas tierras y de los intereses sobre las mismas, por medio del presente se obliga y conviene, como una obligación real que grava la propiedad (covenant running with the land), por sí misma y por sus sucesores y cesionarios, a lo siguiente:

MANUAL DE POLÍTICAS ADMINISTRATIVAS

DEL PLAN DE NO DISCRIMINACIÓN DEL TÍTULO VI DE LA CIUDAD DE MISSION

1. Que ninguna persona será, por motivos de raza, color u origen nacional, excluida de la participación en, privada de los beneficios de, o de cualquier otra forma sujeta a discriminación en relación con cualquier instalación ubicada total o parcialmente sobre, en, o bajo las tierras aquí transferidas; y 2. Que la Ciudad de Mission, Texas utilizará las tierras y los intereses en las mismas conforme a todos los requisitos establecidos por o en virtud del Título 49 del Código de Reglamentos Federales, Subtítulo A, Oficina del Secretario, Parte 21, relativo a la no discriminación en programas asistidos con fondos federales del Departamento de Transporte de los Estados Unidos, en cumplimiento del Título VI de la Ley de Derechos Civiles de 1964, así como de cualquier enmienda a dichas leyes y reglamentos; y 3. [En caso de incumplimiento de cualquiera de las condiciones de no discriminación antes mencionadas, el Departamento tendrá el derecho de ingresar o reingresar a dichas tierras y a las instalaciones ubicadas en las mismas, y las tierras y las instalaciones anteriormente descritas revertirán y se reintegrarán, pasando a ser propiedad absoluta del Departamento de Transporte de los Estados Unidos y de sus cesionarios, conforme al interés que existía previo a esta transferencia].*

* **Nota:** La cláusula de reversión y el lenguaje relacionado se utilizarán únicamente cuando se determine que dicha cláusula es necesaria para dejar claramente establecido el propósito del Título VI.

MANUAL DE POLÍTICAS ADMINISTRATIVAS

DEL PLAN DE NO DISCRIMINACIÓN DEL TÍTULO VI DE LA CIUDAD DE MISSION

Apéndice C

CLÁUSULAS PARA TRANSFERENCIA DE BIENES INMUEBLES

Las siguientes cláusulas se incluirán en escrituras, licencias, arrendamientos, permisos u otros instrumentos similares celebrados por la Ciudad de Mission, Texas, conforme a las disposiciones de la Garantía 7(a):

A. El (beneficiario, arrendatario, permisionario, concesionario, etc., según corresponda), por sí mismo(a), sus herederos, representantes personales, sucesores en interés y cesionarios, como parte de la contraprestación del presente instrumento, por medio del presente se obliga y conviene [en el caso de escrituras y arrendamientos, agregar: "como una obligación real que grava la propiedad (covenant running with the land)"] a lo siguiente:

1. En el caso de que se construyan, mantengan u operen de cualquier otra forma instalaciones en la propiedad descrita en este (instrumento: escritura, licencia, arrendamiento, permiso, etc.) para un propósito para el cual se extienda una actividad, instalación o programa del Departamento de Transporte de los Estados Unidos, o para cualquier otro propósito que implique la prestación de servicios o beneficios similares, el (beneficiario, licenciatario, arrendatario, permisionario, etc.) mantendrá y operará dichas instalaciones y servicios en cumplimiento con todos los requisitos establecidos por las Leyes y Reglamentos (según puedan ser enmendados), de tal manera que ninguna persona, por motivos de raza, color u origen nacional, sea excluida de participar en, se le nieguen los beneficios de, o sea de cualquier otra manera sujeta a discriminación en el uso de dichas instalaciones.

B. Con respecto a licencias, arrendamientos, permisos, u otros instrumentos similares, en caso de incumplimiento de cualquiera de los convenios de no discriminación antes mencionados, la Ciudad de Mission, Texas tendrá el derecho de dar por terminado el (arrendamiento, licencia, permiso, etc.), así como de entrar o reingresar y tomar posesión de dichas tierras y de las instalaciones ubicadas en las mismas, manteniéndolas como si el (arrendamiento, licencia, permiso, etc.) nunca hubiera sido celebrado o emitido. *

C. Con respecto a una escritura, en caso de incumplimiento de cualquiera de los convenios de no discriminación antes mencionados, la Ciudad de Mission, Texas tendrá el derecho de entrar o reingresar a las tierras y a las instalaciones ubicadas en las mismas, y dichas tierras e instalaciones anteriormente descritas revertirán y se reintegrarán, pasando a ser propiedad absoluta de la Ciudad de Mission, Texas y de sus cesionarios. *

* Nota: La cláusula de reversión y el lenguaje relacionado se utilizarán únicamente cuando se determine que dicha cláusula es necesaria para dejar claramente establecido el propósito del Título VI.

MANUAL DE POLÍTICAS ADMINISTRATIVAS

DEL PLAN DE NO DISCRIMINACIÓN DEL TÍTULO VI DE LA CIUDAD DE MISSION

Apéndice D

CLÁUSULAS PARA CONSTRUCCIÓN/USO Y ACCESO A PROPIEDAD

Las siguientes cláusulas se incluirán en escrituras, licencias, permisos u otros instrumentos o acuerdos similares celebrados por (nombre del Beneficiario) conforme a las disposiciones de la Garantía 7(b):

A. El (beneficiario, licenciatario, permisionario, arrendatario, etc., según corresponda), por sí mismo(a), sus herederos, representantes personales, sucesores en interés y cesionarios, como parte de la contraprestación del presente instrumento, por medio del presente **se obliga y conviene** (en el caso de escrituras y arrendamientos, agregar: "como una obligación real que grava la propiedad (covenant running with the land)") a lo siguiente:

1. Que ninguna persona, por motivos de raza, color u origen nacional, será excluida de participar en, privada de los beneficios de, o de cualquier otra forma sujeta a discriminación en el uso de dichas instalaciones;
2. Que en la construcción de cualquier mejora sobre, en, o bajo dichas tierras, así como en la prestación de servicios en las mismas, ninguna persona, por motivos de raza, color u origen nacional, será excluida de participar en, privada de los beneficios de, o de cualquier otra forma sujeta a discriminación;
3. Que el (beneficiario, licenciatario, arrendatario, permisionario, etc.) utilizará las instalaciones o el inmueble en cumplimiento con todos los demás requisitos establecidos por o en virtud de las Leyes y Reglamentos, según sean enmendados, conforme a lo dispuesto en esta Garantía.

B. Con respecto a (licencias, arrendamientos, permisos, etc.), en caso de incumplimiento de cualquiera de los convenios de no discriminación antes mencionados, la Ciudad de Mission, Texas tendrá el derecho de **dar por terminado** el (instrumento correspondiente: licencia, permiso, arrendamiento, etc.), así como de **entrar o reingresar y tomar posesión** de dichas tierras y de las instalaciones ubicadas en las mismas, manteniéndolas como si dicho (instrumento) nunca hubiera sido celebrado o emitido. *

C. Con respecto a escrituras, en caso de incumplimiento de cualquiera de los convenios de no discriminación antes mencionados, las tierras y las instalaciones anteriormente descritas revertirán y se reintegrarán, pasando a ser propiedad absoluta de la Ciudad de Mission, Texas y de sus cesionarios. *

* **Nota:** La cláusula de reversión y el lenguaje relacionado se utilizarán únicamente cuando se determine que dicha cláusula es necesaria para dejar claramente establecido el propósito del Título VI

MANUAL DE POLÍTICAS ADMINISTRATIVAS

DEL PLAN DE NO DISCRIMINACIÓN DEL TÍTULO VI DE LA CIUDAD DE MISSION

Apéndice E

Durante la ejecución del presente contrato, el contratista, por sí mismo, sus cesionarios y sucesores en interés (en lo sucesivo denominado el "contratista"), acuerda cumplir con las siguientes leyes, reglamentos y autoridades en materia de no discriminación, incluyendo, pero sin limitarse a, las siguientes:

Autoridades pertinentes en materia de No Discriminación:

- **Título VI de la Ley de Derechos Civiles de 1964** (42 U.S.C. § 2000d y siguientes; 78 Stat. 252), que prohíbe la discriminación por motivos de raza, color u origen nacional; así como el **49 CFR Parte 21**.
- **Ley Uniforme de Asistencia para la Reubicación y Políticas de Adquisición de Bienes Inmuebles de 1970** (Uniform Relocation Assistance and Real Property Acquisition Policies Act) (42 U.S.C. § 4601), que prohíbe el trato injusto a personas desplazadas o cuyas propiedades hayan sido adquiridas como resultado de programas o proyectos federales o con asistencia federal.
- **Ley Federal de Ayuda para Carreteras de 1973** (Federal-Aid Highway Act) (23 U.S.C. § 324 y siguientes), que prohíbe la discriminación por motivos de sexo.
- **Sección 504 de la Ley de Rehabilitación de 1973** (29 U.S.C. § 794 y siguientes), según enmendada, que prohíbe la discriminación por motivos de discapacidad; así como el **49 CFR Parte 27**.
- **Ley de Discriminación por Edad de 1975** (Age Discrimination Act), según enmendada (42 U.S.C. § 6101 y siguientes), que prohíbe la discriminación por motivos de edad.
- **Ley de Mejoramiento de Aeropuertos y Vías Aéreas de 1982** (Airport and Airway Improvement Act) (49 U.S.C. § 471, Sección 47123, según enmendada), que prohíbe la discriminación por motivos de raza, credo, color, origen nacional o sexo.
- **Ley de Restauración de Derechos Civiles de 1987** (Civil Rights Restoration Act) (Ley Pública 100-209), que amplió el alcance, cobertura y aplicabilidad del Título VI de la Ley de Derechos Civiles de 1964, de la Ley de Discriminación por Edad de 1975 y de la Sección 504 de la Ley de Rehabilitación de 1973, al ampliar la definición de "programas o actividades" para incluir todos los programas o actividades de los beneficiarios, subbeneficiarios y contratistas de asistencia federal, independientemente de si dichos programas o actividades reciben financiamiento federal o no.
- **Títulos II y III de la Ley de Estadounidenses con Discapacidades (ADA)** (Americans with Disabilities Act), que prohíben la discriminación por motivos de discapacidad en la operación de entidades públicas, sistemas de transporte público y privado, lugares de alojamiento público y ciertas entidades de evaluación (42 U.S.C. §§ 12131–12189), según se implementa mediante los reglamentos del Departamento de Transporte en **49 CFR Partes 37 y 38**.
- **Disposición de No Discriminación de la Administración Federal de Aviación (FAA)** (49 U.S.C. § 47123), que prohíbe la discriminación por motivos de raza, color, origen nacional y sexo.

- **Orden Ejecutiva 12898**, “Acciones Federales para Abordar la Justicia Ambiental en Poblaciones Minoritarias y de Bajos Ingresos”, que busca prevenir la discriminación contra poblaciones minoritarias mediante la reducción y evitación de programas, políticas y actividades que tengan efectos adversos desproporcionadamente altos en la salud humana o el medio ambiente de poblaciones minoritarias y de bajos ingresos.
- **Orden Ejecutiva 13166**, “Mejorar el Acceso a Servicios para Personas con Dominio Limitado del Inglés (LEP)”, y la orientación emitida en consecuencia, que establece que la discriminación por origen nacional incluye la discriminación por dominio limitado del idioma inglés. Para asegurar el cumplimiento con el Título VI, se deben tomar medidas razonables para garantizar que las personas con dominio limitado del inglés (LEP) tengan acceso significativo a los programas (70 Fed. Reg. 74087 a 74100).
- **Título IX de las Enmiendas Educativas de 1972** (Title IX of the Education Amendments), según enmendado (20 U.S.C. § 1681 y siguientes), que prohíbe la discriminación por motivos de sexo en programas o actividades educativas.

City of Mission

External Title VI Discrimination Complaint Form

This form may be used to file a complaint with the City of Mission based on violations of Title VI of the Civil Rights Act of 1964. The City of Mission Title VI policy may be found at: www.missiontexas.us. Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 days, you have 60 days after you became

Mail: City Secretary's Office
Attn: Title VI/Nondiscrimination Coordinator
1201 E. 8th Street
Mission, TX 78572

Email: adacoordinator@missiontexas.us

For assistance completing this form please call the Title VI/Nondiscrimination Coordinator at (956)580-8721.

Last Name: _____ **First Name:** _____

Mailing Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone: _____ **Alternate Telephone:** _____

Email: _____

Please state the basis of your complaint:

☐ Race _____ ☐ National Origin _____ ☐ Other _____

☐ Color _____

Date and place of alleged discriminatory action(s). Please include the earliest date of discrimination and the most recent date of discrimination.

How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional pages, if necessary.)

The law prohibits intimidation or retaliation against anyone because he/she had either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.

Names of individuals responsible for the discriminatory action(s):

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint. (Attach additional pages, if necessary).

	Name	Address	Telephone
1.			
2.			
3.			
4.			

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- ☐ U.S. Department of Transportation (DOT) Date filed: _____
- ☐ Federal Highway Administration (FHWA) Date filed: _____
- ☐ Federal Transit Administration (FTA) Date filed: _____
- ☐ Office of Federal Contract Compliance Programs (OFCCP) Date filed: _____
- ☐ U.S. Equal Employment Opportunity Commission (EEOC) Date filed: _____
- ☐ U.S. Department of Justice (DOJ) Date filed: _____
- ☐ Other: _____ Date filed: _____

Have you discussed the complaint with any City of Mission representative? If yes, provide the name, position, and date of discussion.

Briefly explain what remedy, or action, you are seeking for the alleged discrimination.

Please provide any additional information and/or photographs, if applicable, that you believe will assist with an investigation (attach additonal pages, if necessary).

Please provide comments, suggesstions, or other information that may assist us in providing you a better service.

We cannot accept an unsigned complaint. Please sign and date the complaint form below.

Complainant's Signature (or authorized representative) _____ Date _____

Person preparing complaint (if different from complainant) _____ Relation to complaintant _____

FOR OFFICE USE ONLY

Date Complaint Received: _____ Case#: _____

Processed by: _____ Date Referred: _____

Referred to: ☐ USDOT ☐ FHWA ☐ FTA ☐ OFCCP ☐ EEOC ☐ Other _____

City of Mission

Formulario externo de quejas por discriminación del Título VI

Este formulario se puede utilizar para presentar una queja ante la Ciudad de Mission por violaciones del Título VI de la Ley de Derechos Civiles de 1964. La política del Título VI del la Ciudad de Mission se encuentra en: www.missiontexas.us. (Los empleados del condado de Hidalgo deben utilizar los procedimientos de queja descritos en la política para empleados del condado correspondiente). Las quejas deben presentarse dentro de los 180 días de la supuesta discriminación. Si no había forma de que usted se diera cuenta de que el acto fue discriminatorio dentro de los 180 días, tiene 60 días desde el momento en que se dio cuenta para presentar una queja. Envíe el formulario firmado a:

Correo postal: Departamento de la Ciudad de Mission
Attn: Título VI/Coordinador de No Discriminación
1201 E. 8th Street
Mission, TX 78572

Correo Electronico: adacoordinator@missiontexas.us

Si necesita ayuda para completar este formulario, llame a la oficina del Coordinador del Título VI/No discriminación al (956) 580-8721.

Apellido: _____ **Nombre:** _____

Dirección: _____

Ciudad: _____ **Estado:** _____ **Código Postal:** _____

Teléfono: _____ **Teléfono Alternativo:** _____

Correo Electrónico: _____

Indique el motivo por el que fue discriminado:

☐ Raza _____ ☐ País de origen _____ ☐ Otro _____

☐ Color _____

Fecha y lugar de las presuntas actitudes discriminatorias. Incluya la fecha la discriminación más antigua y la fecha de la discriminación más reciente.

¿De qué forma lo discriminaron? Describa la naturaleza de las actitudes, decisiones o condiciones de la presunta discriminación. Explique con la mayor claridad posible lo que sucedió y por qué cree que su estado de protección (base) fue un factor en la discriminación. Incluya una descripción de cómo se trató a otras personas en comparación. (Adjunte páginas adicionales, si es necesario).

La ley prohíbe la intimidación o las represalias contra cualquier persona por haber tomado medidas o haber participado en acciones para garantizar los derechos protegidos por estas leyes. Si cree que ha sufrido represalias, además de la discriminación que informó anteriormente, describa las circunstancias a continuación. Explique la acción que tomó y que cree que fue la causa de la presunta represalia.

Nombres de las personas responsables de las actitudes discriminatorias:

Nombres de personas (testigos, compañeros de trabajo, supervisores u otros) a las que podemos contactar para obtener información adicional que respalde o aclare su queja. (Adjunte páginas adicionales, si es necesario).

	Nombre	Dirección	Teléfono
1.			
2.			
3.			
4.			

¿Ha presentado o tiene la intención de presentar una queja sobre el asunto expuesto ante alguno de los siguientes organismos? En caso afirmativo, proporcione las fechas de presentación. Marque todas las opciones que correspondan.

- ☐ Departamento de Transporte de EE. UU. (DOT) Fecha de presentación: _____
- ☐ Administración Federal de Carreteras (FWHA) Fecha de presentación: _____
- ☐ Administración Federal de Tránsito (FTA) Fecha de presentación: _____
- ☐ Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP) Fecha de presentación: _____
- ☐ Comisión de Igualdad de Oportunidades en el Empleo de EE. UU. (EEOC) Fecha de presentación: _____
- ☐ Departamento de Justicia de EE. UU. (DOJ) Fecha de presentación: _____
- ☐ Otro _____ Fecha de presentación: _____

¿Ha hablado sobre la queja con algún representante de la Ciudad de Mission? En caso afirmativo, proporcione el nombre, el cargo y la fecha en que hablaron.

Explique brevemente qué remedio o acción espera recibir por la presunta discriminación.

Proporcione cualquier material informativo o fotográfico adicional, si corresponde, que crea que ayudará en una investigación (adjunte páginas adicionales, si es necesario).

Proporcione comentarios, sugerencias u otra información que pueda ayudarnos a darle un mejor servicio.

No podemos aceptar una queja sin firmar. Por favor firme y feche el formulario de queja abajo.

Firma del demandante (o del representante autorizado) _____ Fecha _____

Persona que prepara la queja (si no es el demandante) _____ Relación con el demandante _____

SÓLO PARA USO DE LA OFICINA

Fecha de recepción de la queja: _____ N.º de caso: _____

Procesado por: _____ Fecha de remisión: _____

Remitido a: ☐ USDOT ☐ FHWA ☐ FTA ☐ OFCCP ☐ EEOC ☐ Other _____

AMERICANS WITH DISABILITIES (ADA) POLICY

CITY OF MISSION

1201 E. 8th Street
Mission, Texas 78572

ADA Contact Information:

City of Mission
Anna Carrillo, City Secretary
ADA Coordinator
1201 E. 8th Street
Mission, TX 78572
956-580-8721
Email: adacoordinator@missiontexas.us

05/26/2026

CITY OF MISSION
AMERICANS WITH DISABILITIES (ADA) POLICY

ADMINISTRATIVE POLICY MANUAL

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CITY OF MISSION
AMERICANS WITH DISABILITIES (ADA) POLICY

ADMINISTRATIVE POLICY MANUAL

A. INTRODUCTION AND ADA AUTHORITIES & REGULATORY REQUIREMENTS

The purpose of this Policy is to comply with the Americans with Disabilities Act (hereinafter "ADA" or "Act") and related statutes & regulatory requirements and to assure that persons with disabilities have equal access to City of Mission ("City") facilities, services, programs, activities and employment.

By way of background, Section 504 of the Rehabilitation Act of 1973, requires that all organizations receiving federal funds make their programs available without discrimination to persons with disabilities. The Act, which became known as the "civil rights act" of persons with disabilities, states:

No otherwise qualified individual with a disability in the United States shall solely by reason of his or her disability be excluded from the participation in be denied the benefits at; or be subjected to discrimination under any program or activity receiving Federal financial assistance. (See Section 504).

Subsequent to the enactment of the Rehabilitation Act of 1973, Congress passed the ADA on July 26, 1990, and provides a comprehensive mandate of the rights of individuals with disabilities. Details of the ADA can be found at: www.ada.gov.

Title II of the ADA covers public entities, including City of Mission government, and all its programs, services, and activities. Title II regulations prohibit public entities from discriminating against or excluding individuals with disabilities from programs, services, or activities on the basis of disability. *(See* 28 CFR Part 35). The provisions of Title II fall into four broad areas: 1). General non-discrimination, 2). Equal effective communication, 3). Employment and 4). Program and facility accessibility

The City will strive to provide equal opportunity through reasonable modification in policies, practices, or procedures; ensure effective communication through the provisions of auxiliary aids and services; require nondiscriminatory employment practices; and make programs accessible through programmatic or architectural modifications.

The City is obligated to observe requirements of the ADA and the ADA Access Guidelines of 2012 (ADAAG) that apply to facilities and other physical holdings, as well as any other applicable law, as amended. Additionally, the City is to also comply with the Texas Accessibility Standards (TAS), Elimination of Architectural Barriers contained in Texas Government Code, Chapter 469.

(See: https:// www.statutes.capitol.texas.gov/Docs/GV/htm/GV.469. htm), as well as Texas Department of Licensing and Regulations, under the Architectural Barriers Act.

CITY OF MISSION
AMERICANS WITH DISABILITIES (ADA) POLICY

ADMINISTRATIVE POLICY MANUAL

B. ACCESSIBILITY REQUIREMENTS

Pursuant to the ADA and other accessibility laws and regulations, including Title II, the City as a public entity with over 50 employees is required to execute the following administrative requirements referenced below to ensure compliance with the law and be eligible to receive federal funds:

1. Establishment of an ADA Coordinator. In accordance with §35.107(a), an ADA Coordinator must be designated. Responsibilities of the ADA Coordinator (or designee) will include:

a. Familiarity with the ADA and applicable DOJ regulations.

b. Monitoring the City's compliance with the ADA and applicable DOJ regulations.

c. Coordination of accommodations for visitors and employees.

d. Serving as the contact person for people who need information about the ADA.

e. Educating City officials and employees about their responsibilities under the ADA.

f. Coordination of self-evaluations and barrier identification.

g. Handle ADA grievances.

Anyone who requires auxiliary aid or service for, or has a complaint related to, effective communication, or a modification of policies or procedures to allow participation in a program, service or activity in the City should contact:

City of Mission, City Secretary Department
Attn: Title VI/ADA Coordinator
1201 E. 8th Street, Mission, TX 78572
956-580-8721
adacoordinator@missiontexas.us

City of Mission will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services to accommodate access to or participation in programs or services.

The ADA does not require the City to undertake any action that it can demonstrate would result in a fundamental alteration to the nature of a program or activity, would create a hazardous condition for other people, or would represent an undue financial and/or administrative burden. The ADA Coordinator (or designee) shall make these determinations based on an evaluation of available applicable resources and shall provide a statement citing reasons for reaching that conclusion.

2. ADA Accessibility Policy, ADA Assurances & ADA Notice Statement. In accordance with 28 CFR §35.106, the City provides information to applicants, participants, beneficiaries, employees, and other interested parties through this policy, as well as the ADA Notice, ADA

CITY OF MISSION
AMERICANS WITH DISABILITIES (ADA) POLICY

ADMINISTRATIVE POLICY MANUAL

Nondiscrimination Statement, & ADA Assurances regarding the rights and protections afforded by Title II of the ADA and application of the same to the City's particular programs, services, and activities. (Attachments 01, 02, & 03).

3. Conduct a Self-Evaluations of All Public Facilities & Programs. In accordance with 28 CFR §35.105, the City will conduct a comprehensive review of the following four major areas in an effort to determine physical obstacles that limit the accessibility of the public entity's programs, services, or activities to people with disabilities. A public entity shall provide an opportunity to interested persons, including individuals with disabilities or organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments. The City may hire an independent consultant to conduct a self-evaluation.

a. **Policies and Procedures.** The self-evaluation involves a thorough review of general policies and procedures to ensure non-discrimination. The City will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of the City's programs, services, and activities.

b. **Communications.** The City will, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they may participate equally in the City's programs, services, and activities.

c. **Employment.** The City does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the Americans with Disabilities Act (ADA).

d. **Program Facility Accessibility.** Title II of the ADA prohibits public entities from excluding individuals with disabilities from programs, services, or activities because of inaccessible facilities. The City will conduct a facility access review to determine and ensure program accessibility.

4. Develop a Transition Plan. In accordance with 28 CFR §35.105, the City will develop an ADA Transition Plan as part of the conducted self-evaluation. At a minimum, the Transition Plan should:

a. Identify the City's ADA Coordinator by name and include contact information;

b. Include the ADA policy and related documents;

c. Include the grievance procedure for ADA complaints;

d. Include the ADA self-evaluation results (for programs and facilities);

e. Identify the design standards for all facilities (buildings, streets, roadway, and walkway assets, including a schedule for providing curb ramps or other sloped areas where pedestrian walks cross curbs.); and

f. Include a prioritization schedule for remediating assets and programs that are not ADA compliant and include the following information, if known:

- The estimated completion date for each item on the schedule; and/or
- A budget to be applied to the items on the prioritization schedule together with cost estimates for their remediation

g. Demonstrate that public involvement opportunities were provided in the development of this plan. (i.e.: including, but not limited to requesting public input at public meetings and/or through public surveys).

h. Identify that the plan will be updated periodically to ensure the ongoing needs of the community continue to be met; and

i. Effectuate the plan by the signature of the ADA Coordinator upon adoption of the plan by the City of Mission.

5. Design & Build Accessible Facilities & Programs. The City utilizes the design standards indicated above, including, but not limited to: the ADA Accessibility Guidelines (ADAAG), and the Texas Accessibility Standards (TAS), Proposed Guidelines for Accessible Rights-of-Way (PROWAG).

Generally, the City Facilities & Maintenance Department, under the guidance of the ADA Coordinator shall ensure that City built and operated facilities are compliant with applicable design standards. During all emergency planning (mitigation, preparedness, response, and recovery), the City's Emergency Management Coordinator shall ensure awareness and compliance with ADA requirements.

6. ADA Complaint and Public Input/Request Procedure.

a. **Purpose**. Public input regarding ADA-related matters may be obtained as described above while conducting a self-evaluation or developing a transition plan, or through the complaint/input procedure described below. This Complaint Procedure is established to meet ADA requirements and may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the City of Mission.

Any person who believes that he or she, individually, as a member of a disabled community, has been subject to discrimination prohibited by the ADA, sections 504 or 508 of the Rehabilitation Act of 1973, as amended, may file a complaint as provided herein. A complaint may also be filed by a representative on behalf of such a person or group.

Prior to filing a formal complaint, individuals are encouraged, but not required, to bring any such disability-related concern or complaint to the attention of the ADA Coordinator in an effort to resolve the matter informally.

CITY OF MISSION
AMERICANS WITH DISABILITIES (ADA) POLICY

ADMINISTRATIVE POLICY MANUAL

CITY OF MISSION EMPLOYEES – City of Mission employees seeking to file an ADA complaint shall utilize the City's employee complaint process/procedures available through applicable City's policy. Any City employee utilizing the complaint procedures under this ADA policy will be redirected to follow the City's employee complaint procedure at the City's discretion.

These procedures do not deny the right of the complainant to file formal complaints with other state or federal agencies or to seek private counsel for complaints alleging discrimination.

b. **Filing an ADA Complaint.** The complaint should be in writing and contain information about the alleged discrimination such as Complainant's name, address, and method of contact (i.e., telephone number, email address, etc.; location, date, and description of the problem/ alleged disability discrimination; location, names and contact information of any witnesses; and any other information that Complainant deems significant. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint will be made available for persons with disabilities upon request. All complaints must be signed by the complainant and/or by the complainant's representative, unless unable to do so due to disability.

Time frame for filing a complaint If Complainant decides to proceed with a formal ADA complaint, it should be submitted by the Complainant and/or his/her designee as soon as possible but no later than 180 calendar days after the alleged violation or the date the person(s) became aware of the alleged act(s) of discrimination. The City may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaint Form: Complainant should use the External Title VI/ ADA Discrimination Complaint Form (Attachment 04) to file a formal written complaint alleging discrimination on the basis of disability, which may be obtained in English or Spanish at the City's ADA Coordinator's Office or online at: www.adacoordinator@missiontexas.us

Where to file a complaint. The written complaint form and any supporting documentation should be submitted by the complainant and/or his or her designee to:

City of Mission, City Secretary Department
Attn: Title VI/ ADA Coordinator
1201 E. 8th Street, Mission, TX 78572
956-580-8721
adacoordinator@missiontexas.us

ADA Coordinator's Roles & Responsibilities. The ADA Coordinator or designee is charged with the primary responsibility of processing ADA discrimination complaints received by the City. Failure to submit an ADA complaint to the ADA Coordinator may result in the complaint not being processed. The ADA Coordinator or designee shall follow the processes established herein when addressing an ADA complaint.

c. **Complaint Process.** Within ten (10) business days of receipt of a complaint alleging discrimination based on disability, the ADA Coordinator will acknowledge receipt of the complaint and begin an investigation. The ADA Coordinator must also provide appropriate assistance to complainants, including those persons with disabilities, or who may be limited in their ability to communicate in English.

The ADA Coordinator has overall responsibility for the discrimination complaint process and procedures, and may at his/her discretion, assign a capable person to investigate the complaint. The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon information obtained from the investigation.

The ADA Coordinator shall make every effort to address all complaints expeditiously and thoroughly. The ADA Coordinator will contact the complainant in writing no later than thirty (30) business days after receipt of the complaint for additional information, if needed. The Complaint will be copied, filed, and logged. If the complainant fails to provide the requested information in a timely basis, ADA Coordinator may administratively close the complaint.

The ADA Coordinator will complete the investigation within sixty (60) calendar days of receipt of a complaint. If additional time is needed for the investigation, the complainant will be notified. A written investigation report will be prepared by the ADA Coordinator. This report shall include a summary description of the incident, findings for each issue, and recommended corrective action if any. The written investigation report will be provided to the Hidalgo County Criminal District Attorney's Civil Litigation Division for review before finalization.

If required by applicable grant requirements, the investigation and recommended decision will be forwarded to the appropriate state/federal agency.

d. **Disposition of Complaint.** A final written response letter will be provided to the complainant, and where appropriate, in a format accessible to the Complainant, within ten (10) calendar days of completing the investigation. The final response letter will explain the position of the City and, if appropriate, offer options for substantive resolution of the complaint. The Complainant will also be advised of his or her right to appeal the City's decision with the City within five (5) business days from receipt of the closing letter or that they may file a complaint externally with an applicable state/federal agency. If there is no appeal or no findings, the complaint will be closed.

e. **Appeal Process.** Upon receipt of a written request for appeal, the ADA Coordinator or designee will verify the timeliness of filing. An appeal request mailed via US mail is considered filed on the date postmarked. If determined to be filed timely, the ADA Coordinator or designee will initiate the ADA Appeal Committee review process and send a notice of receipt of the appeal to the Complainant advising of the appointment of the appeal committee and the general appeal process.

CITY OF MISSION
AMERICANS WITH DISABILITIES (ADA) POLICY

ADMINISTRATIVE POLICY MANUAL

The ADA Appeals Committee will be composed of three (3) members and will be tasked with reviewing any ADA appeal and submitting a written appeal decision. The three-member committee will consist of the Director or designee from the following three departments/offices: Department of Human Resources, Department of Health, and the Fire Marshal's Office.

If a Committee representative or the representative's department/office is involved in the complaint or is otherwise conflicted to participate as a member of the committee, the ADA Coordinator will have the discretion to choose a replacement. The ADA Appeals Committee will choose one individual among them to serve as chair of the committee. The City's Legal Counsel will serve to advise the committee as needed.

Within thirty (30) calendar days after receipt of the appeal, the City's ADA Appeals Committee will review the Complainant's permanent file including but not limited to the final investigation. During this time, the Committee shall confer a minimum of one (1) time to discuss the matter and their decision.

After review of the Complainant's permanent file, the Committee shall vote to either:

i. Accept the City's findings;

ii. Reject the City's findings;

iii. Accept in part and Reject in part the City's findings; and/or

iv. Recommend any applicable action to be taken.

Within 15 calendar days after the ADA Appeals Committee's final decision, the ADA Appeals Committee will provide a written appeal decision to the ADA Coordinator which shall include the Committee's conclusions.

The ADA Coordinator shall provide the complainant with a copy of the ADA Appeals Committee's final appeal decision, and where appropriate, in a format accessible to the Complainant. If necessary, the ADA Coordinator may take the recommended action.

f. **Complaint Logs**. The ADA Coordinator shall maintain a log (Attachment 05) of any discrimination complaints or lawsuits filed naming the City of Mission, which alleges discrimination with respect to disability discrimination and/or ADA concerns. The log shall include information on each complainant to include:

- The identity of the complainant,
- The recipient,
- The claimed disability of the complainant,
- The nature of the complaint,
- The dates the complaint was filed,
- A summary of the allegation,

- The date the investigation was completed,
- The disposition and date of disposition,
- If concerning a lawsuit, include whether the parties to a lawsuit have entered into a consent decree/settlement agreement; and
- Any other pertinent information (such as age)

g. **City Departments/Elected Offices Responsibilities:** (under this Section) All ADA/disability discrimination complaints received by a City department/office must be forwarded to the ADA Coordinator to investigate, regardless of whether the City department/office is required to conduct a separate investigation. The ADA Coordinator's investigation does not replace any other statutory obligation to investigate. The City Department Head/Elected Official must:

- Post the ADA Notice (Attachment 01) in a conspicuous location in the departments/offices under their supervision, whereby the public and employees have access to the information;
- Forward any ADA/disability discrimination complaint to the ADA Coordinator within 48 hours of receipt.

h. **Record Keeping.** The ADA Coordinator will maintain permanent records, which include, but are not limited to:

- Signed acknowledgements of receipt from the employees indicating the receipt of the City of Mission ADA Policy;
- Copies of the ADA complaints or lawsuits and related documentation;
- Compliance records and records of correspondence to and from complainants;
- ADA investigations; and
- Any appeals decisions, responses or other pertinent records

The records shall be maintained for a period of ten (10) years or in accordance with Records Retention Schedules issued by the Texas State Library and Archives Commission, whichever is longer; however, should records be the subject of a grievance, administrative action, litigation or other formal complaint, said records must be maintained for the minimum retention period and thereafter until the final disposition or resolution of the complaint.

7. Monitor & Maintain Compliance.

In addition to implementing an ADA Transition Plan, the City will make subsequent plan updates which will demonstrate and evidence progress that has been made in order to reflect good faith efforts to comply with the requirements. The Transition Plan should be viewed as a "living document" and updated regularly to reflect changes in real world conditions and to

address any possible new areas of compliance or noncompliance. As indicated above, the plan will be updated periodically to ensure the ongoing needs of the community continue to be met. The ADA Coordinator or designee, in coordination with City policy makers and stakeholders, will discuss and evaluate the effectiveness of the City's ADA.

Transition Plan, maintain applicable data and monitor compliance with the priorities set therein.

C. SUMMARY OF ATTACHMENTS

Attachment 1 - ADA Notice

Attachment 2 - ADA Nondiscrimination Statement

Attachment 3 - ADA Assurance

Attachment 4 - External Title VI/ ADA Discrimination Complaint Form (English & Spanish)

Attachment 5 - ADA Coordinator's ADA Complaint Log

CITY OF MISSION
NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT (ADA)

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Mission (City) will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: City of Mission does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication: City of Mission will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the City of Mission's programs, services, and activities, including qualified sign language interpreters, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments.

Modifications to Policies and Procedures: City of Mission will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in City of Mission offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of the City of Mission, should contact City of Mission, City Secretary Department, Attn: Title VI/ ADA Coordinator, 1201 E. 8th Street, Mission, TX 78572, Phone: 956-580-8721; Fax 956-580-8669; Email adacoordinator@missiontexas.us as soon as possible, but no later than 48 hours before the scheduled event.

The ADA does not require City of Mission to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Complaints that a program, service, or activity of City of Mission is not accessible to persons with disabilities should be directed to City of Mission, City Secretary Department, Attn: Title VI/ ADA Coordinator, 1201 E. 8th Street, Mission, TX 78572, Phone: 956-580-8721; Fax 956-580-8669; Email adacoordinator@missiontexas.us (Contact to obtain complaint form).

City of Mission will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

CITY OF MISSION
AVISO CONTEMPLADO POR LA LEY PARA ESTADOUNIDENSES CON DISCAPACIDADES (ADA)

De conformidad con los requisitos del Título II de la Ley de Estadounidenses con Discapacidades de 1990 (“ADA”, por sus siglas en inglés), la Ciudad de Mission (la “Ciudad”) no discriminará a personas calificadas con discapacidades por motivos de discapacidad en sus servicios, programas o actividades.

Empleo: La Ciudad de Mission no discrimina por motivos de discapacidad en sus prácticas de contratación o empleo y cumple con todos los reglamentos promulgados por la Comisión para la Igualdad de Oportunidades en el Empleo de los Estados Unidos (U.S. Equal Employment Opportunity Commission) conforme al Título I de la ADA.

Comunicación Efectiva: La Ciudad de Mission, previa solicitud, proporcionará ayudas y servicios auxiliares apropiados para lograr una comunicación efectiva con personas calificadas con discapacidades, a fin de que puedan participar en igualdad de condiciones en los programas, servicios y actividades de la Ciudad de Mission. Esto incluye intérpretes calificados de lenguaje de señas y otros medios para hacer accesible la información y las comunicaciones a personas con discapacidades del habla, audición o visión.

Modificaciones a Políticas y Procedimientos: La Ciudad de Mission realizará todas las modificaciones razonables a sus políticas y programas para asegurar que las personas con discapacidades tengan igualdad de oportunidades para disfrutar de todos sus programas, servicios y actividades. Por ejemplo, las personas con animales de servicio son bienvenidas en las oficinas de la Ciudad de Mission, aun en aquellos lugares donde generalmente no se permiten mascotas.

Cualquier persona que requiera una ayuda o servicio auxiliar para una comunicación efectiva, o una modificación de políticas o procedimientos para participar en un programa, servicio o actividad de la Ciudad de Mission, debe comunicarse con la Ciudad de Mission, Departamento de la Secretaría Municipal, Atención: Coordinador(a) de Título VI/ADA, 1201 E. 8th Street, Mission, TX 78572, Teléfono: 956-580-8721; Fax: 956-580-8669; Correo electrónico: adacoordinator@missiontexas.us, lo antes posible, pero a más tardar 48 horas antes del evento programado.

La ADA no requiere que la Ciudad de Mission tome ninguna acción que altere fundamentalmente la naturaleza de sus programas o servicios, ni que imponga una carga financiera o administrativa indebida.

Las quejas de que algún programa, servicio o actividad de la Ciudad de Mission no es accesible para personas con discapacidades deben dirigirse a la Ciudad de Mission, Departamento de la Secretaría Municipal, Atención: Coordinador(a) de Título VI/ADA, 1201 E. 8th Street, Mission, TX 78572, Teléfono: 956-580-8721; Fax: 956-580-8669; Correo electrónico: adacoordinator@missiontexas.us (comuníquese para obtener el formulario de queja).

La Ciudad de Mission no impondrá cargos adicionales a ninguna persona con discapacidad ni a ningún grupo de personas con discapacidades para cubrir el costo de proporcionar ayudas o servicios auxiliares o modificaciones razonables de políticas, como recuperar artículos de lugares abiertos al público que no sean accesibles para personas que utilizan sillas de ruedas.

CITY OF MISSION
AMERICANS WITH DISABILITIES ACT (ADA) and
SECTION 504 OF THE REHABILITATION ACT OF 1973

NONDISCRIMINATION STATEMENT

The City of Mission does not discriminate against any qualified disabled person solely by reason of his or her disability, exclude from participation in, deny the benefits of, or otherwise subject individuals to discrimination, including discrimination of employment, under any program or activity that receives or benefits from federal financial assistance.

Additionally, the City of Mission ensures its programs will be conducted, and its facilities operated, in compliance with all non-discriminatory practices and requirements imposed by or pursuant to 49 Code of Federal Regulations (CFR) Part 27, 28 CFR Part 35 and 42 USC§§ 12101-12213.

This ADA & Section 504 of the Rehabilitation Act of 1973 Nondiscrimination Statement was approved by the City Council of the City of Mission on this the 26th day of May, 2026.

CITY OF MISSION

_____

Norie Gonzalez Garza, Mayor

CIUDAD DE MISSION
LEY DE ESTADOUNIDENSES CON DISCAPACIDADES (ADA) y
SECCIÓN 504 DE LA LEY DE REHABILITACIÓN DE 1973

DECLARACIÓN DE NO DISCRIMINACIÓN

La Ciudad de Mission no discrimina contra ninguna persona calificada con discapacidad únicamente por razón de su discapacidad, ni la excluye de la participación en, le niega los beneficios de, ni la somete de otra manera a discriminación, incluida la discriminación en el empleo, bajo cualquier programa o actividad que reciba o se beneficie de asistencia financiera federal.

Asimismo, la Ciudad de Mission garantiza que sus programas se llevarán a cabo y sus instalaciones operarán en cumplimiento de todas las prácticas y requisitos de no discriminación establecidos por o conforme a 49 Código de Reglamentos Federales (CFR) Parte 27, 28 CFR Parte 35 y 42 USC §§ 12101-12213.

Esta Declaración de No Discriminación conforme a la ADA y la Sección 504 de la Ley de Rehabilitación de 1973 fue aprobada por el Concejo Municipal de la Ciudad de Mission en este día 26 de mayo de 2026.

CIUDAD DE MISSION

_____
Norie Gonzalez Garza, Alcaldesa

CITY OF MISSION
AMERICANS WITH DISABILITIES ACT (ADA) and SECTION 504
OF THE REHABILITATION ACT OF 1973 ASSURANCE

28 Code of Federal Regulations Part 35.130, Title II of the Americans with Disabilities Act prohibits discrimination on the basis of disability by public entities. Subtitle A protects qualified individuals with disabilities from discrimination on the basis of disability in the services, programs, or activities of all state and local governments. It extends the prohibition of discrimination in federally assisted programs established by section 504 of the Rehabilitation Act of 1973 to all activities of state and local governments, including those that do not receive federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability from Titles I, Ill, and V of the Americans with Disabilities Act. This rule, therefore, adopts the general prohibitions of discrimination established under section 504, as well as the requirements for making programs accessible to individuals with disabilities and for providing equally effective communications. It also sets forth standards for what constitutes discrimination on the basis of mental or physical disability, provides a definition of disability and qualified individual with a disability, and establishes a complaint mechanism for resolving allegations of discrimination.

The City of Mission, Texas, HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the U.S. Department of Transportation through the Federal Highway Administration, is subject to and will comply with all laws and regulations, and hereby gives assurance that no qualified disabled person shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discriminations, including discrimination of employment, under any program or activity that received or benefits from this federal financial assistance. The City of Misison further assures that its programs will be conducted, and its facilities operated, in compliance with all the requirements imposed by or pursuant to 49 CFR Part 27, 28 CFR Part 35, and 42 USC§§ 12101-12213.

This ADA & Section 504 of the Rehabilitation Act of 1973 Assurance was adopted by the City of Mission City Council on this the 26th day of May, 2026.

CITY OF MISSION

_____
Norie Gonzalez Garza, Mayor

CIUDAD DE MISSION
GARANTIA de la LEY PARA ESTADOUNIDENSES CON DISCAPACIDADES (ADA)
y la SECCION 504 DE LA LEY DE REHABILITACION DE 1973

El Título 28 del Código de Reglamentos Federales, Parte 35.130, del Título II de la Ley de Estadounidenses con Discapacidades (ADA) prohíbe la discriminación por motivos de discapacidad por parte de las entidades públicas. El Subtítulo A protege a las personas calificadas con discapacidades contra la discriminación por motivos de discapacidad en los servicios, programas o actividades de todos los gobiernos estatales y locales. Asimismo, extiende la prohibición de discriminación en programas que reciben asistencia financiera federal, establecida por la Sección 504 de la Ley de Rehabilitación de 1973, a todas las actividades de los gobiernos estatales y locales, incluidas aquellas que no reciben asistencia financiera federal, e incorpora prohibiciones específicas de discriminación por motivos de discapacidad contenidas en los Títulos I, III y V de la Ley de Estadounidenses con Discapacidades. Por lo tanto, esta norma adopta las prohibiciones generales de discriminación establecidas conforme a la Sección 504, así como los requisitos para hacer accesibles los programas a las personas con discapacidades y para proporcionar comunicaciones igualmente efectivas. También establece los criterios para determinar qué constituye discriminación por motivos de discapacidad mental o física, proporciona una definición de discapacidad y de persona calificada con discapacidad, y establece un mecanismo de quejas para resolver alegaciones de discriminación.

La Ciudad de Mission, Texas, POR MEDIO DE LA PRESENTE ACUERDA que, como condición para recibir cualquier asistencia financiera federal del Departamento de Transporte de los Estados Unidos a través de la Administración Federal de Carreteras, está sujeta a y cumplirá con todas las leyes y reglamentos aplicables, y por la presente garantiza que ninguna persona calificada con discapacidad será, únicamente por razón de su discapacidad, excluida de la participación en, privada de los beneficios de, o de otra manera sujeta a discriminación, incluida la discriminación en el empleo, en cualquier programa o actividad que reciba o se beneficie de dicha asistencia financiera federal. La Ciudad de Mission además garantiza que sus programas se llevarán a cabo y sus instalaciones operarán en cumplimiento con todos los requisitos establecidos por o conforme a 49 CFR Parte 27, 28 CFR Parte 35 y 42 USC §§ 12101-12213.

Esta Garantía conforme a la ADA y la Sección 504 de la Ley de Rehabilitación de 1973 fue adoptada por el Concejo Municipal de la Ciudad de Mission en este día 26 de mayo de 2026.

CIUDAD DE MISSION

_____
Norie Gonzalez Garza, Alcaldesa

City of Mission

External Title VI/ADA Discrimination Complaint Form

This form may be used to file a complaint with the City of Mission based on violations of Title VI of the Civil Rights Act of 1964, and/or the Americans with Disabilities Act (ADA). (City employees should utilize the complaint procedures outlined in applicable city employee policy). Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 days, you have 60 days after you became aware to file a complaint. Return the signed form to:

Mail: City of Mission, City Secretary's Office
Attn: Title VI/Nondiscrimination /ADA Coordinator
1201 E. 8th Street
Mission, TX 78572

Fax: (956) 580-8669

Email: adacoordinator@missiontexas.us

For assistance completing this form please call the Title VI/Nondiscrimination Coordinator/ADA Coordinator Office at (956)580-8721

Last Name: _____ **First Name:** _____

Mailing Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Telephone: _____ **Alternate Telephone:** _____

Email: _____

Please state the basis of your complaint:

☐ Race _____ ☐ National Origin _____ ☐ Other _____

☐ Color _____ ☐ Disability _____

Date and place of alleged discriminatory action(s). Please include the earliest date of discrimination and the most recent date of discrimination.

How were you discriminated against? Describe the nature of the action, decision, or conditions of the alleged discrimination. Explain as clearly as possible what happened and why you believe your protected status (basis) was a factor in the discrimination. Include how other persons were treated differently from you. (Attach additional pages, if necessary.)

The law prohibits intimidation or retaliation against anyone because he/she had either taken action, or participated in action, to secure rights protected by these laws. If you feel that you have been retaliated against, separate from the discrimination alleged above, please explain the circumstances below. Explain what action you took which you believe was the cause for the alleged retaliation.

Names of individuals responsible for the discriminatory action(s):

Names of persons (witnesses, fellow employees, supervisors, or others) whom we may contact for additional information to support or clarify your complaint. (Attach additional pages, if necessary).

	Name	Address	Telephone
1.			
2.			
3.			
4.			

Have you filed, or intend to file, a complaint regarding the matter raised with any of the following? If yes, please provide the filing dates. Check all that apply.

- ☐ U.S. Department of Transportation (DOT) Date filed: _____
- ☐ Federal Highway Administration (FHWA) Date filed: _____
- ☐ Federal Transit Administration (FTA) Date filed: _____
- ☐ Office of Federal Contract Compliance Programs (OFCCP) Date filed: _____
- ☐ U.S. Equal Employment Opportunity Commission (EEOC) Date filed: _____
- ☐ U.S. Department of Justice (DOJ) Date filed: _____
- ☐ Other: _____ Date filed: _____

Have you discussed the complaint with any City of Mission representative? If yes, provide the name, position, and date of discussion.

Briefly explain what remedy, or action, you are seeking for the alleged discrimination.

Please provide any additional information and/or photographs, if applicable, that you believe will assist with an investigation (attach additonal pages, if necessary).

For ADA complaints only, please provide the following information:

If applicable, please provide a description and the exact location of the non-accessible feature.
Provide a skecth or picture if helpful. (Attach additonal pages, if necessary.)

Please provide comments, suggesstions, or other information that may assist us in providing you a better service.

We cannot accept an unsigned complaint. Please sign and date the complaint form below.

Complainant's Signature (or authorized representative) _____ Date _____

Person preparing complaint (if different from complainant) _____ Relation to complaintant _____

FOR OFFICE USE ONLY

Date Complaint Received: _____ Case#: _____

Processed by: _____ Date Referred: _____

Referred to: ☐ USDOT ☐ FHWA ☐ FTA ☐ OFCCP ☐ EEOC ☐ Other _____

City of Mission

Formulario externo de quejas por discriminación del Título VI/ADA

Este formulario se puede utilizar para presentar una queja ante la Ciudad de Mission por violaciones del Título VI de la Ley de Derechos Civiles de 1964 o la Ley para Estadounidenses con Discapacidades (ADA). (Los empleados de la Ciudad de Mission deben utilizar los procedimientos de queja descritos en la política para empleados del condado correspondiente). Las quejas deben presentarse dentro de los 180 días de la supuesta discriminación. Si no había forma de que usted se diera cuenta de que el acto fue discriminatorio dentro de los 180 días, tiene 60 días desde el momento en que se dio cuenta para presentar una queja. Envíe el formulario firmado a:

Correo postal: City of Mission, City Secretary's Office
Attn: Title VI/Nondiscrimination /ADA Coordinator

1201 E. 8th Street
Mission, TX 78572

Fax: (956)580-8669
Correo Electronico: adacoordinator@missiontexas.us

Si necesita ayuda para completar este formulario, llame a la oficina del Coordinador del Título VI/No discriminación/Coordinador de ADA al (956) 580-8721.

Apellido: _____ **Nombre:** _____

Dirección: _____

Ciudad: _____ **Estado:** _____ **Código Postal:** _____

Teléfono: _____ **Teléfono Alternativo:** _____

Correo Electrónico: _____

Indique el motivo por el que fue discriminado:

☐ Raza _____ ☐ País de origen _____ ☐ Otro _____

☐ Color _____ ☐ Discapacidad _____

Fecha y lugar de las presuntas actitudes discriminatorias. Incluya la fecha la discriminación más antigua y la fecha de la discriminación más reciente.

¿De qué forma lo discriminaron? Describa la naturaleza de las actitudes, decisiones o condiciones de la presunta discriminación. Explique con la mayor claridad posible lo que sucedió y por qué cree que su estado de protección (base) fue un factor en la discriminación. Incluya una descripción de cómo se trató a otras personas en comparación. (Adjunte páginas adicionales, si es necesario).

La ley prohíbe la intimidación o las represalias contra cualquier persona por haber tomado medidas o haber participado en acciones para garantizar los derechos protegidos por estas leyes. Si cree que ha sufrido represalias, además de la discriminación que informó anteriormente, describa las circunstancias a continuación. Explique la acción que tomó y que cree que fue la causa de la presunta represalia.

Nombres de las personas responsables de las actitudes discriminatorias:

Nombres de personas (testigos, compañeros de trabajo, supervisores u otros) a las que podemos contactar para obtener información adicional que respalde o aclare su queja. (Adjunte páginas adicionales, si es necesario).

	Nombre	Dirección	Teléfono
1.			
2.			
3.			
4.			

¿Ha presentado o tiene la intención de presentar una queja sobre el asunto expuesto ante alguno de los siguientes organismos? En caso afirmativo, proporcione las fechas de presentación. Marque todas las opciones que correspondan.

- ☐ Departamento de Transporte de EE. UU. (DOT) Fecha de presentación: _____
- ☐ Administración Federal de Carreteras (FWHA) Fecha de presentación: _____
- ☐ Administración Federal de Tránsito (FTA) Fecha de presentación: _____
- ☐ Oficina de Programas de Cumplimiento de Contratos Federales (OFCCP) Fecha de presentación: _____
- ☐ Comisión de Igualdad de Oportunidades en el Empleo de EE. UU. (EEOC) Fecha de presentación: _____
- ☐ Departamento de Justicia de EE. UU. (DOJ) Fecha de presentación: _____
- ☐ Otro _____ Fecha de presentación: _____

¿Ha hablado sobre la queja con algún representante de la Ciudad de Mission En caso afirmativo, proporcione el nombre, el cargo y la fecha en que hablaron.

Explique brevemente qué remedio o acción espera recibir por la presunta discriminación.

Proporcione cualquier material informativo o fotográfico adicional, si corresponde, que crea que ayudará en una investigación (adjunte páginas adicionales, si es necesario).

Solo para quejas por violaciones a la Ley para Estadounidenses con Discapacidades (ADA), proporcio siguiente información:

Si corresponde, proporcione una descripción y la ubicación exacta de la función no accesible.
Proporcione un boceto o una imagen si es útil. (Adjunte páginas adicionales, si es necesario).

Proporcione comentarios, sugerencias u otra información que pueda ayudarnos a darle un mejor servicio.

No podemos aceptar una queja sin firmar. Por favor firme y feche el formulario de queja abajo.

Firma del demandante (o del representante autorizado) _____ Fecha _____

Persona que prepara la queja (si no es el demandante) _____ Relación con el demandante _____

SÓLO PARA USO DE LA OFICINA

Fecha de recepción de la queja: _____ N.º de caso: _____

Procesado por: _____ Fecha de remisión: _____

Remitido a: ☐ USDOT ☐ FHWA ☐ FTA ☐ OFCCP ☐ EEOC ☐ Other _____

City of Mission

ADA Coordinator's ADA Complaint Log

Instructions: ADA Coordinator shall maintain a log of any ADA complaints or lawsuits filed naming the City of Mission.

Identity of Complainant	Complaint Recipient	Complainant's Claimed Disability	Nature of Complaint	Date Complaint Filed	Summary of Allegation	Date Investigation Completed	Disposition & Date of Disp.	If lawsuit - Have parties entered into settlement agreement?	Any other Pertinent Information?

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 26, 2026

PRESENTED BY: Vidal Roman, Finance Director

AGENDA ITEM: Discussion and possible action on matters related to presentation of unaudited Financial Statements for the month of February and March 2026 – Roman

NATURE OF REQUEST:

Unaudited Financial Statements for month of February and March 2026 (attached)

BUDGETED: N/A **FUND:** _____ **ACCT. #:** _____

BUDGET: $ _____ **EST. COST:** $ _____ **CURRENT BUDGET BALANCE:** $ _____

BID AMOUNT: $ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval JPT AG

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

CITY OF MISSION, TEXAS
GENERAL FUND
FINANCIAL STATEMENTS FOR THE MONTH ENDING 2/28/26

	General Fund
REVENUES	
Property Taxes	
Current	2,895,265.58
Delinquent	88,446.28
Penalty & Interest	80,291.10
Sales Taxes	2,425,421.12
Other Taxes	626,862.37
Licenses and permits	94,734.08
Intergovernmental Revenues	268,047.85
Charges for Services	400,832.62
Fines and Forfeits	105,796.79
Interest Earned	38,629.13
Miscellaneous	72,174.24
Total Revenues:	7,096,501.16
	-
EXPENDITURES	
Legislative	1,125.20
Executive	35,865.92
Finance	141,963.94
Municipal Court	52,785.53
Planning	90,655.79
Facilities Maintenance	82,164.03
Fleet Maintenance	74,436.13
Organizational	97,806.82
Purchasing	22,800.97
City Secretary	32,790.62
Risk Management	11,129.35
Civil Service	2,215.30
Human Resources	29,417.50
Information Technology	71,344.77
Media Relations	33,460.51
Legal	59,952.00
Police	1,788,451.66
Fire	1,058,551.72
Fire Prevention	69,502.47
Streets	427,647.22
Health	23,149.48
Animal Welfare	39,220.62
Museum	22,638.02
Parks and Recreation	20,350.79
Parks	282,531.32
Recreation	6,409.74
Library	82,285.56
Bannworth Pool	15,458.27
Mayberry Pool	11,085.86
Total Expenditures:	4,687,197.11
Excess (Deficiency) of Revenue Over (Under) Expenditures	$ 2,409,304.05
OTHER FINANCING SOURCES (USES)	
Transfers In	
Utility Fund	-
Solid Waste Fund	-
Transfers Out	
Event Center Fund	-
Boys & Girls Fund	-
Golf Course Fund	-
Total Other Financing Sources (Uses)	-
Net Change in Fund Balances	2,409,304.05

CITY OF MISSION, TEXAS
UTILITY ENTERPRISE FUND
FINANCIAL STATEMENTS FOR THE MONTH ENDING 02/28/26
UNADJUSTED

	Utility Funds 02
REVENUES:	
Charges for Services	-
Water Sales	1,250,842.14
Re/Connection fees	46,590.35
Sewer Sales	768,931.85
Other Services	13,741.95
Interest Earned	21,214.72
Franchise Fees	-
Miscellaneous	32,137.74
Special Assessments	15,010.00
Total Revenues	2,148,468.75
Transfers In:	-
EXPENDITURES:	
Administration	62,666.15
Water Distribution	584,827.81
South Water Plant	248,130.97
Wastewater Treatment	170,301.61
Industrial Pre-Treatment	17,099.09
Utility Billing and Collecting	62,424.53
Organizational Expense	3,584,902.68
Meter Readers	116,395.35
North Water Plant	393,768.57
Contra Account*	(3,065,000.00)
Principal and Interest Payments	-
Total Expenditures	2,175,516.76
Transfers - Out:	-
Revenues Over/Under Expenditures	(27,048.01)

*The Utility Fund uses a contra account to offset certain debt principal entries that were recorded in expense accounts. This helps keep operating expenses focused on actual utility operating costs for the current period and ensures accurate reporting in the government-wide financial statements.

*The related debt amounts, including principal of $3,065,000, interest of $233,931.50, and accrued interest of $58,482.87, totaling $3,357,414.37, are also recorded separately in the Utility Fund's I&S accounts for proper tracking and reporting of debt obligations.

CITY OF MISSION, TEXAS
ALL OTHER ENTERPRISE FUNDS
FINANCIAL STATEMENTS FOR THE MONTH ENDING 02/28/26
UNADJUSTED

	Golf Course Fund 03	Solid Waste Fund 05	Event Center Fund 23
REVENUES			
Charges for Services	-	-	-
Pro shop/Beverage Sales	13,501.44	-	19,582.04
Rentals	22,667.33	-	29,005.00
Green Fees	61,531.50	-	-
Driving Range Fees	7,496.00	-	-
Membership Fees	6,005.00	-	-
Garbage Fees	-	453,849.35	-
Commercial Fees	-	270,448.70	-
Brush Fees	-	112,699.04	-
Roll off Fees	-	5,802.00	-
Franchise Fees	-	3,868.78	-
Miscellaneous	48.12	270.06	-
Grants	-	-	-
Sale of Assets	-	-	-
Special Assessments	-	-	-
Other Financing Sources	-	399,188.29	
Total Revenues	111,249.39	1,246,126.22	48,587.04
Transfers In:	-	-	-
EXPENDITURES			
Golf Course:			-
Club House	35,712.82	-	-
Grounds	48,103.18	-	-
Restaurant	2,738.21	-	-
Organizational	2,606.56	-	-
Solid Waste	-	493,656.54	-
Event Center	-	-	172,993.46
Principal and Interest Payments	-	-	-
Total Expenditures	89,160.77	493,656.54	172,993.46
Transfers - Out:	-	-	-
Revenues Over/Under Expenditures	22,088.62	752,469.68	(124,406.42)

CITY OF MISSION, TEXAS
GENERAL FUND
FINANCIAL STATEMENTS FOR THE MONTH ENDING 3/31/26

	General Fund
REVENUES	
Property Taxes	
Current	545,937.73
Delinquent	62,671.03
Penalty & Interest	60,684.77
Sales Taxes	1,700,966.54
Other Taxes	142,053.84
Licenses and permits	140,411.47
Intergovernmental Revenues	244,924.35
Charges for Services	275,107.02
Fines and Forfeits	124,768.04
Interest Earned	70,227.95
Miscellaneous	40,631.33
Total Revenues:	3,408,384.07
EXPENDITURES	
Legislative	1,134.09
Executive	67,782.67
Finance	311,039.20
Municipal Court	69,038.81
Planning	117,962.69
Facilities Maintenance	110,394.09
Fleet Maintenance	68,256.41
Organizational	83,070.96
Purchasing	27,063.38
City Secretary	48,486.78
Risk Management	11,501.04
Civil Service	-
Human Resources	46,820.29
Information Technology	66,077.55
Media Relations	39,138.58
Legal	100,549.13
Police	2,326,200.44
Fire	1,168,967.87
Fire Prevention	107,738.70
Streets	481,802.74
Health	39,855.85
Animal Welfare	51,632.64
Museum	31,447.84
Parks and Recreation	28,095.06
Parks	228,726.33
Recreation	8,719.69
Library	116,272.08
Bannworth Pool	12,972.51
Mayberry Pool	13,274.37
Total Expenditures:	5,784,021.79
Excess (Deficiency) of Revenue Over (Under) Expenditures	$ (2,375,637.72)
OTHER FINANCING SOURCES (USES)	
Transfers In	
Utility Fund	758,561.00
Solid Waste Fund	325,000.00
Transfers Out	
Event Center Fund	(12,500.00)
Capital Replacement Fund	(175,000.00)
Boys & Girls Fund	(375,000.00)
Golf Course Fund	(109,700.00)
Total Other Financing Sources (Uses)	(672,200.00)
Net Change in Fund Balances	411,361.00

CITY OF MISSION, TEXAS
UTILITY ENTERPRISE FUND
FINANCIAL STATEMENTS FOR THE MONTH ENDING 03/31/26
UNADJUSTED

	Total Utility Funds 02	Utility Fund	Utility Reserve & Ext Funds	Utility I&S Funds	Utility Capital Project Fund
REVENUES:					
Charges for Services			-	-	-
Water Sales	1,228,910.50	1,228,910.50			
Re/Connection fees	48,764.35	48,764.35			
Sewer Sales	736,267.36	736,267.36			
Other Services	28,045.06	28,045.06	-		
Reimbursements	605,554.53	605,554.53	-	-	-
Interest Earned	27,639.04	27,639.04	-	-	-
Miscellaneous	33,728.27	33,728.27	-	-	-
Special Assessments	9,790.00	9,790.00	-	-	-
Total Revenues:	**2,718,699.11**	2,718,699.11	-	-	-
Transfers In:	-	-	-	-	-
EXPENDITURES:					
Administration	86,578.05	86,578.05	-	-	-
Water Distribution	441,998.04	441,998.04	-	-	-
Water Treatment	216,520.25	216,520.25	-	-	-
Wastewater Treatment	553,946.13	553,946.13	-	-	-
Industrial Pre-Treatment	22,893.70	22,893.70	-	-	-
Utility Billing and Collecting	81,063.84	81,063.84	-	-	-
Organizational Expense	604,343.30	604,343.30	-	-	-
Meter Readers	158,573.34	158,573.34	-	-	-
North Water Plant	287,161.53	287,161.53	-	-	-
Principal and Interest Payments	-	-	-	-	-
Total Expenditures:	**2,453,078.18**	2,453,078.18	-	-	-
Transfers - Out:	758,561.00	758,561.00	-	-	-
Total Expenditures and Transfer Outs	3,211,639.18	3,211,639.18	-	-	-
Revenues Over/Under Expenditures	**$ (492,940.07)**	**$ (492,940.07)**	**$ -**	**$ -**	**$ -**

CITY OF MISSION, TEXAS
ALL OTHER ENTERPRISE FUNDS
FINANCIAL STATEMENTS FOR THE MONTH ENDING 03/31/26
UNADJUSTED

	Golf Course Fund 03	Solid Waste Fund 05	Event Center Fund 23
REVENUES			
Charges for Services	-	-	-
Pro shop/Beverage Sales	15,016.87	-	13,130.03
Rentals	25,272.88	-	35,250.50
Green Fees	68,963.34	-	-
Driving Range Fees	7,164.00	-	-
Membership Fees	10,813.00	-	-
Garbage Fees	-	455,230.26	-
Commercial Fees	-	271,217.02	-
Brush Fees	-	113,062.46	-
Roll off Fees	-	7,640.00	-
Reimbursements	-	-	
Franchise Fees	45,700.00	3,888.19	-
Miscellaneous	181.29	237.42	15.52
Insurance Settlement	-	-	-
Bond Proceeds	-	-	-
Special Assessments	-	-	-
Other Financing Sources	-	399,298.00	
Total Revenues:	173,111.38	1,250,573.35	48,396.05
Transfers In:	109,700.00	-	137,500.00
Total Revenues and Transfer Ins:	282,811.38	1,250,573.35	185,896.05
EXPENDITURES			
Golf Course:			
Club House	83,906.09	-	-
Grounds	172,017.73	-	-
Restaurant	3,003.43	-	-
Organizational	-	-	-
Solid Waste	-	1,421,345.53	-
Event Center	-	-	87,419.96
Principal and Interest Payments	-	-	-
Total Expenditures:	258,927.25	1,421,345.53	87,419.96
Transfers - Out:	-	662,500.00	-
Total Expenditures and Transfer Outs	258,927.25	2,083,845.53	87,419.96
Revenues Over/Under Expenditures	**$ 23,884.13**	**$ (833,272.18)**	**$ 98,476.09**

CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: May 26, 2026

PRESENTED BY: Noemi Munguia, Human Resources Director

AGENDA ITEM: Tabled 05/12/2026 - Authorization to Solicit Requests for Proposals for Third-Party Administrator (TPA) Services (Including Pharmacy Benefit Management), Stop-Loss Insurance, and Voluntary Supplemental Products - Munguia

NATURE OF REQUEST:

In 2023, the City of Mission entered into a contractual agreement with Blue Cross Blue Shield of Texas to provide Third-Party Administrator (TPA) services (including Pharmacy Benefit Management (PBM) and a PPO network), as well as Stop-Loss Insurance. The TPA services were established for a three-year term with two one-year renewal options, while Stop-Loss Insurance was established for a one-year term with four one-year renewal options.

In 2024, the City entered into a separate contractual agreement with Colonial to provide Voluntary Supplemental Products for a three-year term with two one-year renewal options.

Staff is now seeking authorization to solicit Requests for Proposals (RFPs) for Third-Party Administrator (TPA) services (including PBM and PPO network), Stop-Loss Insurance, and Voluntary Supplemental Products.

BUGETED: Yes **FUND:** 19 Group Health **ACCT. #:** 19-410-56010

BUDGET: $ **EST. COST:** $ **CURRENT BUDGET BALANCE:** $

BID AMOUNT: $

STAFF RECOMMENDATION:

Approval to solicit Request for Proposals

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *AG*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

SECTION 5 – SCOPE OF SERVICE

The City of Mission's goal is to provide competitive, affordable employee benefit plans to all eligible employees, retirees, and elected officials. Proposals must include, at minimum, the following components unless otherwise specified:

5.1 Self-Funded Medical Plan (Base Requirement)

- Third Party Administrator (TPA) services for the City's self-funded group health plan
- PPO network access with regional and national coverage meeting disruption standards
- Pharmacy Benefit Management (PBM) services integrated with the medical plan
- Specific and Aggregate Stop Loss insurance with a $160,000 or improved specific deductible; 24/12 coverage for medical and drug claims
- All benefit plan designs must match or exceed the current Base Plan and Buy-Up Plan designs; exceptions must be explicitly identified
- HIPAA compliance, including willingness to execute a Business Associate Agreement (BAA) with the City upon award
- Selerix-compatible enrollment data interface

5.2 Level-Funded Health Plan (Optional Alternative)

As described in Section 1A, carriers are encouraged to also submit a Level-Funded Health Plan proposal as an alternative to — or in addition to — the self-funded structure. Refer to Section 1A for minimum requirements applicable to Level-Funded submissions.

5.3 Supplemental Insurances

Proposals are requested for the following voluntary/supplemental benefit lines. All supplemental products must integrate with the Selerix enrollment platform:

- Cancer Insurance
- Accident Insurance
- Hospital Indemnity Insurance
- Critical Illness Insurance
- Whole/Permanent Life Insurance

For Group Life and AD&D, proposals should include both $10,000 and $20,000 benefit options. All supplemental plan designs should match or enhance current plan designs.

5.4 Additional Service Requirements

- Knowledgeable carrier/TPA representative available for employee enrollment meetings
- Organizational chart of support staff with names, titles, direct phone numbers, and email addresses
- Summary of Benefits and Coverage (SBC) draft for all proposed plans
- Proposed employee communication materials and recommended distribution methods
- Contingency/disaster recovery plan available upon request
- 60-day grace period for monthly billing

- Three (3) year rate guarantee on all Group Products preferred (minimum); contract not to exceed five (5) total years