



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 **Monday, August 28, 2023 at 4:30 p.m.** at the Mission Council Chambers, 1201 E. 8th Street, Mission, Texas and by Teleconference to consider the following matters.

The public dial information to participate in the telephonic meeting is as follows:

Time: **Monday, August 28, 2023 04:30 PM Central Time**

<https://us02web.zoom.us/j/9904662781?pwd=SGVIL3JZRFRVdENzWXI5VUxFT1ZUQT09>

Meeting ID: 990 466 2781 - Password: 833227

Or Dial by telephone - +1 346 248 7799 US - Meeting ID: 990 466 2781 Password: 833227

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.](#) Proclamation - Tiger Fury Kajukenbo Defense Institute World Championship - Carrillo
2. Presentation of Parks & Recreation TAFF Athletes - Bentsen
3. Report from the Rio Grande Valley Humane Society - Perez
4. Report from the Greater Mission Chamber of Commerce – Enriquez
- [5.](#) Departmental Reports – Perez
6. Citizen's Participation – Garza

PUBLIC HEARING

PLANNING & ZONING RECOMMENDATIONS

- [7.](#) Rezoning: Tract 1: A 9.00 acre tract of land, more or less, out of Lot 236, John H. Shary Subdivision; Tract 2: A 1.000 acre tract of land, more or less, out of Lot 236, John H. Shary Subdivision, (AO-I) Agricultural Open Interim to (R-1) Single Family Residential, Elite Development 786, LLC, c/o M2 Engineering, PLLC, and Adoption of Ordinance#_____ - De Luna

8. Conditional Use Permit: To Build a Drive-Thru Service Window – 209 N. Shary Road, Being a 3.01 acres tract of land out of & forming part or portion of Lots 184 & 194, John H. Shary Subdivision (aka Lot 1, Shary Town Plaza Subdivision U/R), C-3, Auriel Investments, c/o Mario Reyna, Melden & Hunt, and Adoption of Ordinance# _____ - De Luna
9. Conditional Use Permit: To Build Two (2) Drive-Thru Service Windows – 301 N. Shary Road, Being a 3.01 acres tract of land out of & forming part or portion of Lots 184 & 194, John H. Shary Subdivision (aka Lot 2, Shary Town Plaza Subdivision U/R), C-3, Auriel Investments, c/o Mario Reyna, Melden & Hunt, and Adoption of Ordinance# _____ - De Luna
10. Conditional Use Permit Renewal: Sale & On-Site Consumption of Alcoholic Beverages – Taco Palenque, 2420 E. Interstate Highway 2, Lot 5-C, Sharyland Place Subdivision, C-3, Eduardo Castañeda, and Adoption of Ordinance# _____ - De Luna
11. Discussion and action, if any, related to amending Appendix A of the City's Code of Ordinances; specifically, Article I, Section 1.2 (Definitions) by adding subsections 13a, 13b, & 13c (BYOB, BYOB Establishment & BYOB permit); Article VIII (Use Districts and Conditional Uses), amending Sections 1.43 (C-3 General Business District), 1.44 (C-4 Heavy Commercial District), 1.44a (C-5 Adaptive Commercial District), 1.45 (I-1 Light Industrial District) and 1.46 (I-2 Heavy Industrial District) to include BYOB Establishments as Conditional Uses; and Article X (Conditional Use Permits), amending Section 1.56 (Conditions of Conditional Use), to include BYOB eligibility criteria; and Adoption of Ordinance# _____ - De Luna and V. Flores

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

12. Approval of Minutes – Carrillo
Regular Meeting – August 14, 2023
13. Acknowledge Receipt of Minutes – Perez
Shary Golf Advisory Board – June 21, 2023
Planning and Zoning Commission – June 19, 28, July 12, 2023
Keep Mission Beautiful – July 11, 2023
Mission Civil Service Commission – June 29, 2023
14. Approval to enter into Interlocal Agreement between City of Mission and Mission CISD to jointly undertake the youth services at Leal Elementary – Venecia
15. Approval to enter into a Memorandum of Understanding between Mission CISD and Boys & Girls Club of Mission to provide transportation services – Venecia

16. Authorization to re-enter into an Interlocal Agreement between the City of Mission and the City of Penitas to provide temporary housing for prisoners – Torres
17. Authorization to re-enter into an Interlocal Agreement between the City of Mission and the City of Palmhurst to provide temporary housing for prisoners - Torres
18. Approval to surplus eight book carts and donate them to the City of Palmview for their new Public Library - Espinoza
19. Authorization to submit a grant application to the International Mountain Bicycling Association for the Trail Accelerator Grant Program. - Elizalde
20. Authorization for the City of Mission to enter into an agreement to participate in the LIHWAP program administered by Hidalgo County Community Service Agency - Elizalde
21. Authorization to surplus machinery and equipment - Vela

APPROVALS AND AUTHORIZATIONS

22. Preliminary Plat Approval: Turtle Cove Subdivision, Being 7.417 acres out of Lot 33-1, West Addition to Sharyland, R-2, Developer: Town and Country McAllen, LLC, Engineer: Trimad Consultants, LLC - De Luna
23. Preliminary Plat Approval: Palmettos Cove Subdivision, Being 2.122 acres of land being a part or portion of Lot 22-1, West Addition to Sharyland, R-4, Developer: Aaron Balli Jr., Engineer: R.O. Engineering, PLLC - De Luna
24. Approval of Resolution # ____ establishing a six (6) month moratorium on the issuance of any new (or renewed) building permits, business licenses, food permits, conditional use permits and certificates of occupancy for the construction or operation of businesses designed to operate game halls, including among other uses "eight-liners" and/or similar types gaming devices; poker clubs; BYOB establishments; and/or social clubs and other similar operations. - De Luna
25. Approval of Clinical Affiliation Agreement between City of Mission Fire Department and the EMS Training School, LLC dba School of EMS for use of clinical sites - Garcia
26. Authorization to enter into a Mutual Aid Agreement with Trans – Starr EMS L.L.C. for EMS Provider Services – Garcia
27. Authorization to enter into a Mutual Aid Agreement with Skyline E.M.S., Inc. for EMS Provider Services - Garcia
28. Authorization to re-enter into a contract with Carlos Ortegon for Municipal Court Prosecution Services for the City of Mission - Torres
29. Authorization to re-enter into a contract between the City of Mission and Safe Track, LLC, dba Safe Global Services to provide professional services – Torres
30. Authorization to approve the second and final one-year renewal option for Security Guard Services with MLG Protection Services- Torres
31. Authorization to Rescind Approval of Budget Amendment: MEDC Fund- Vela
32. Acceptance of the June 2023 Tax Collection Report - Vela
33. Approval of the June 2023 Financial Statements – Vela

- 34. Approval of Resolution # _____ establishing a commitment to participate in a Texas Department of Transportation Construction Project described as Safety Improvements at Mile 2 Rd. At Holland/Trosper Rd., Stewart Rd., Glasscock Rd., Bryan Rd.; Los Ebanos Rd. at Griffin Parkway, and First St. at Conway Ave - Terrazas
- 35. Authorization to Award Agent of Record – Munguia
- 36. Authorization to Award International RX Services - Munguia
- 37. Discussion and action on proposed 2023 Tax Rate, Take Record Vote and Schedule Public Hearing – Perez
- 38. Approval of Interlocal Agreement between City of Mission and Sharyland Independent School District for Pool Use - Bentsen
- 39. Approval to engage with a contractor to repair SCADA System Program - Terrazas

UNFINISHED BUSINESS

- 40. TABLED 08/14/2023: Rezoning: Being a tract containing 0.36 acre of land situated out of the South one-half of Block 15-8, of the West Addition to Sharyland of Porciones 53, 54, 55, 56 & 57, and further being out of Lot 61, of the unrecorded Melba Carter Subdivision, (R-1) Single Family Residential to (R-2) Duplex-Fourplex Residential, Martin Vega, and Adoption of Ordinance# _____ - De Luna

ROUTINE MATTERS

City Manager Comments

Mayor's Comments

City Council Comments

EXECUTIVE SESSION

1. Closed session pursuant to Tex. Gov't Code Section 551.074 (Personnel Matters) regarding update on Assistant City Manager selection process. (City Manager R. Perez)

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

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 25th day of August, 2023 at 3:30 p.m.



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 **28th day of August, 2023** 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 and by Teleconference 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 purposes 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 **25th day of August, 2023** 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 at 3:30 p.m. on said date.



Anna Carrillo, City Secretary

Proclamation

City of Mission



WHEREAS, Kajukenbo is hybrid American Mixed Martial Art, founded in Hawaii in 1947; and

WHEREAS, the core principles of Kajukenbo are the development of Mind, Spirit and Body; and

WHEREAS, Kajukenbo was brought from Hawaii to mainland America by early pioneers of the system who earned their Black Belt rank from Emperado; and

WHEREAS, Kajukenbo was brought to the City of Mission, Texas soon thereafter by Sigung Luis Garcia. Who after years of hard work and dedication to the art, developed some of the best fighter and noteworthy martial artists, teachers, masters and grand masters; and

WHEREAS, at the 2023 Open Martial Arts Tournament held in Las Vegas, Nevada in July, Tiger Fury's Mission students, Susie Mendez, Regina Moreno, and Marco Montes each received one Grand Champion Metal and Harley de la Garza received two Grand Champion medals. With a combined total of 23 world champion gold medals, 16 silver medals and 16 bronze medals.

NOW, THEREFORE, we the City Council of the City of Mission, do hereby congratulate and commend Tiger Fury Kajukenbo Self Defense Institute Headquarters for their 60 - World Championship titles from the 2023 Open Martial Arts Tournament held in Las Vegas, Nevada.

PROCLAIMED on this the 28th day of August, 2023.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Abiel Flores, Councilman

Alberto Vela, Councilman



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023
PRESENTED BY: Randy Perez, City Manager
AGENDA ITEM: Departmental Reports – Perez

NATURE OF REQUEST:
 Shary Municipal Golf Course – July 2023
 Mission Fire Department – July 2023
 Municipal Court – July 2023
 Mission Police Department – July 2023
 Speer Memorial Library – July 2023
 Risk Management – July 2023
 Mission Historical Museum – July 2023
 Sanitation Department – July 2023
 Mission Event Center – July 2023
 Public Works – July 2023

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 *RP*

RECORD OF VOTE: **APPROVED:** _____
 DISAPPROVED: _____
 TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

SHARY MUNICIPAL GOLF COURSE DEPARTMENTAL REPORT July 2023

GOLF COURSE USAGE REPORT: Attachment – Golf Course Sales by Department Report for June 2023

Tournaments:

July 5 & 7 – RGV JR Golf Tournament - 78 players

July 21 – RGV JR Golf Grand Finale – 64 players

Every Monday and Tuesday in July – Monday Night League

Upcoming Tournaments:

August 5 - Holy Church Golf Fundraiser

August 13 - Valley Disc Golf Tournament

Every Monday and Tuesday in August – Monday Night League

Sales By Department

Shary Municipal Golf Course

Thursday, June 1, 2023 - Friday, June 30, 2023

Item by Department, Category, and Sub-Category	Sales					Refunds			Total		
	Qty	Sales	Tax	Cost	Margin	Qty	Sales Refund	Tax Refund	Qty	Sales	Tax
Food & Beverage	4,543	\$9,492.28		\$2,468.99	73.99%				4,543	\$9,492.28	
Beverage	2,956	\$5,592.71		\$2,080.93	62.79%				2,956	\$5,592.71	
Food	1,587	\$3,899.57		\$388.06	90.05%				1,587	\$3,899.57	
Green Fees	2,269	\$18,681.50							2,269	\$18,681.50	
League	88	\$440.00							88	\$440.00	
Member	870	\$0.00							870	\$0.00	
Mini Golf	27	\$162.00							27	\$162.00	
Online	66	\$740.50							66	\$740.50	
Public	283	\$4,496.00							283	\$4,496.00	
Regular	263	\$5,463.00							263	\$5,463.00	
Specials	634	\$7,380.00							634	\$7,380.00	
Tournament	38	\$0.00							38	\$0.00	
Package	357								357		
Pro Shop	3,354	\$61,182.03		\$5,287.89	91.36%				3,354	\$61,182.03	
Cart Fees	1,583	\$12,536.32		\$78.00	99.38%				1,583	\$12,536.32	
Driving Range	274	\$1,666.46		\$0.00	100.00%				274	\$1,666.46	
Gift Cards SOLD	164	\$15,122.00							164	\$15,122.00	
Hard Goods	173	\$4,558.45		\$2,963.45	34.99%				173	\$4,558.45	
League	357	\$6,445.00		\$0.00	100.00%				357	\$6,445.00	
Memberships	45	\$7,915.00		\$0.00	100.00%				45	\$7,915.00	
Miscellaneous	4	\$105.15		\$0.00	100.00%				4	\$105.15	
Soft Goods	191	\$3,603.65		\$2,246.44	37.66%				191	\$3,603.65	
Tournament Fees	563	\$9,230.00		\$0.00	100.00%				563	\$9,230.00	
Total	10,523	\$89,355.81	\$2,349.72	\$7,756.88	91.32%			\$0.00	10,523	\$89,355.81	\$2,349.72

MISSION FIRE DEPARTMENT MONTHLY REPORTS

JULY 2023



“Dedicated to the Community we Protect... and Serve”

Mission Fire Department

Mission, TX

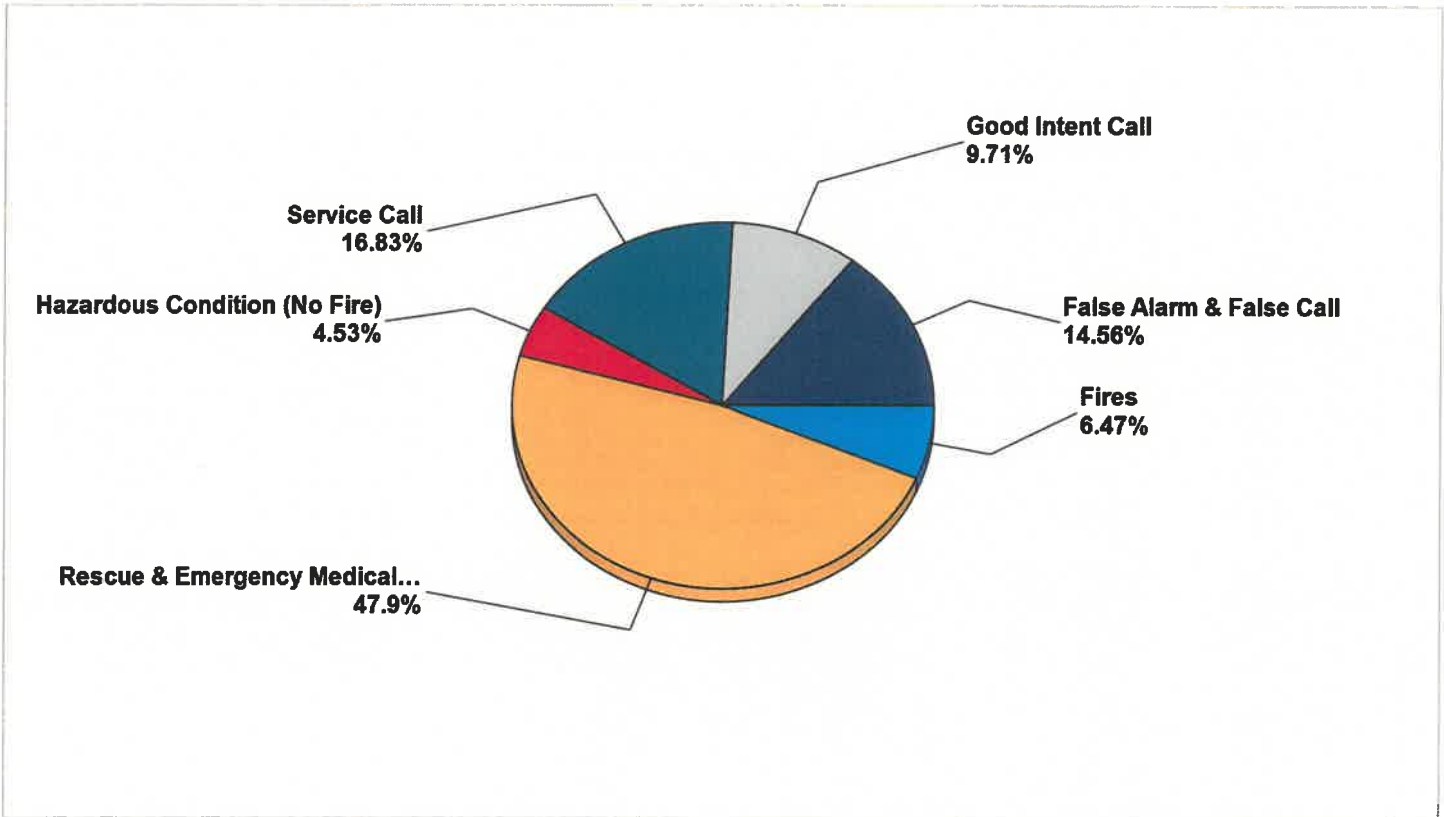
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Item 5.

Breakdown by Major Incident Types for Date Range

Zone(s): All Zones | Start Date: 07/01/2023 | End Date: 07/31/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	20	6.47%
Rescue & Emergency Medical Service	148	47.9%
Hazardous Condition (No Fire)	14	4.53%
Service Call	52	16.83%
Good Intent Call	30	9.71%
False Alarm & False Call	45	14.56%
TOTAL	309	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.



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Detailed Breakdown by Incident Type

INCIDENT TYPE	# INCIDENTS	% of TOTAL
113 - Cooking fire, confined to container	2	0.65%
118 - Trash or rubbish fire, contained	1	0.32%
130 - Mobile property (vehicle) fire, other	1	0.32%
131 - Passenger vehicle fire	4	1.29%
140 - Natural vegetation fire, other	1	0.32%
142 - Brush or brush-and-grass mixture fire	4	1.29%
143 - Grass fire	4	1.29%
154 - Dumpster or other outside trash receptacle fire	2	0.65%
160 - Special outside fire, other	1	0.32%
311 - Medical assist, assist EMS crew	15	4.85%
320 - Emergency medical service, other	8	2.59%
321 - EMS call, excluding vehicle accident with injury	109	35.28%
322 - Motor vehicle accident with injuries	7	2.27%
323 - Motor vehicle/pedestrian accident (MV Ped)	1	0.32%
324 - Motor vehicle accident with no injuries.	6	1.94%
331 - Lock-in (if lock out , use 511)	2	0.65%
412 - Gas leak (natural gas or LPG)	7	2.27%
440 - Electrical wiring/equipment problem, other	1	0.32%
444 - Power line down	1	0.32%
445 - Arcing, shorted electrical equipment	5	1.62%
500 - Service Call, other	7	2.27%
510 - Person in distress, other	1	0.32%
511 - Lock-out	2	0.65%
522 - Water or steam leak	1	0.32%
531 - Smoke or odor removal	1	0.32%
540 - Animal problem, other	3	0.97%
541 - Animal problem	1	0.32%
542 - Animal rescue	5	1.62%
550 - Public service assistance, other	1	0.32%
551 - Assist police or other governmental agency	5	1.62%
553 - Public service	4	1.29%
554 - Assist invalid	21	6.8%
600 - Good intent call, other	3	0.97%
611 - Dispatched & cancelled en route	9	2.91%
621 - Wrong location	1	0.32%
622 - No incident found on arrival at dispatch address	7	2.27%
631 - Authorized controlled burning	1	0.32%
650 - Steam, other gas mistaken for smoke, other	1	0.32%
651 - Smoke scare, odor of smoke	6	1.94%
661 - EMS call, party transported by non-fire agency	1	0.32%
671 - HazMat release investigation w/no HazMat	1	0.32%
700 - False alarm or false call, other	2	0.65%
730 - System malfunction, other	1	0.32%
733 - Smoke detector activation due to malfunction	7	2.27%
735 - Alarm system sounded due to malfunction	9	2.91%
740 - Unintentional transmission of alarm, other	2	0.65%
743 - Smoke detector activation, no fire - unintentional	9	2.91%
745 - Alarm system activation, no fire - unintentional	14	4.53%
746 - Carbon monoxide detector activation, no CO	1	0.32%
TOTAL INCIDENTS:	309	100%

Only REVIEWED and/or LOCKED IMPORTED incidents are included. Summary results for a major incident type are not displayed if the count is zero.

Mission Fire Department

Mission, TX

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Incident Type Count per Station for Date Range

Start Date: 07/01/2023 | End Date: 07/31/2023

INCIDENT TYPE	# INCIDENTS
Station: 1 - CENTRAL	
113 - Cooking fire, confined to container	2
118 - Trash or rubbish fire, contained	1
143 - Grass fire	2
311 - Medical assist, assist EMS crew	3
320 - Emergency medical service, other	6
321 - EMS call, excluding vehicle accident with injury	44
322 - Motor vehicle accident with injuries	1
331 - Lock-in (if lock out , use 511)	1
445 - Arcing, shorted electrical equipment	2
511 - Lock-out	1
540 - Animal problem, other	2
541 - Animal problem	1
542 - Animal rescue	1
551 - Assist police or other governmental agency	1
554 - Assist invalid	6
600 - Good intent call, other	1
611 - Dispatched & cancelled en route	3
651 - Smoke scare, odor of smoke	3
733 - Smoke detector activation due to malfunction	4
735 - Alarm system sounded due to malfunction	5
740 - Unintentional transmission of alarm, other	1
743 - Smoke detector activation, no fire - unintentional	3
745 - Alarm system activation, no fire - unintentional	4
# Incidents for 1 - Central:	98

Station: 2 - STATION 2	
130 - Mobile property (vehicle) fire, other	1
131 - Passenger vehicle fire	1
142 - Brush or brush-and-grass mixture fire	2
143 - Grass fire	2
154 - Dumpster or other outside trash receptacle fire	2
311 - Medical assist, assist EMS crew	5
321 - EMS call, excluding vehicle accident with injury	18
322 - Motor vehicle accident with injuries	2
324 - Motor vehicle accident with no injuries.	1
440 - Electrical wiring/equipment problem, other	1

Only REVIEWED incidents included.



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INCIDENT TYPE	# INCIDENTS
445 - Arcing, shorted electrical equipment	1
500 - Service Call, other	1
511 - Lock-out	1
540 - Animal problem, other	1
542 - Animal rescue	1
550 - Public service assistance, other	1
551 - Assist police or other governmental agency	1
553 - Public service	4
554 - Assist invalid	5
600 - Good intent call, other	1
611 - Dispatched & cancelled en route	2
622 - No incident found on arrival at dispatch address	2
700 - False alarm or false call, other	1
730 - System malfunction, other	1
743 - Smoke detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	4
# Incidents for 2 - Station 2:	63

Station: 3 - STATION 3	
131 - Passenger vehicle fire	1
321 - EMS call, excluding vehicle accident with injury	22
322 - Motor vehicle accident with injuries	4
323 - Motor vehicle/pedestrian accident (MV Ped)	1
324 - Motor vehicle accident with no injuries.	4
331 - Lock-in (if lock out , use 511)	1
412 - Gas leak (natural gas or LPG)	3
445 - Arcing, shorted electrical equipment	1
500 - Service Call, other	1
510 - Person in distress, other	1
531 - Smoke or odor removal	1
542 - Animal rescue	3
554 - Assist invalid	8
600 - Good intent call, other	1
622 - No incident found on arrival at dispatch address	2
651 - Smoke scare, odor of smoke	3
733 - Smoke detector activation due to malfunction	2
735 - Alarm system sounded due to malfunction	2
740 - Unintentional transmission of alarm, other	1
743 - Smoke detector activation, no fire - unintentional	2
745 - Alarm system activation, no fire - unintentional	2
746 - Carbon monoxide detector activation, no CO	1
# Incidents for 3 - Station 3:	67

Only REVIEWED incidents included.

INCIDENT TYPE	# INCIDENTS
Station: 4 - STATION 4	
131 - Passenger vehicle fire	1
142 - Brush or brush-and-grass mixture fire	2
160 - Special outside fire, other	1
311 - Medical assist, assist EMS crew	7
320 - Emergency medical service, other	1
321 - EMS call, excluding vehicle accident with injury	18
324 - Motor vehicle accident with no injuries.	1
412 - Gas leak (natural gas or LPG)	1
444 - Power line down	1
500 - Service Call, other	4
522 - Water or steam leak	1
554 - Assist invalid	2
611 - Dispatched & cancelled en route	2
621 - Wrong location	1
622 - No incident found on arrival at dispatch address	2
631 - Authorized controlled burning	1
650 - Steam, other gas mistaken for smoke, other	1
661 - EMS call, party transported by non-fire agency	1
671 - HazMat release investigation w/no HazMat	1
735 - Alarm system sounded due to malfunction	1
743 - Smoke detector activation, no fire - unintentional	2
745 - Alarm system activation, no fire - unintentional	2
# Incidents for 4 - Station 4:	54

Station: 5 - STATION 5	
131 - Passenger vehicle fire	1
140 - Natural vegetation fire, other	1
320 - Emergency medical service, other	1
321 - EMS call, excluding vehicle accident with injury	7
412 - Gas leak (natural gas or LPG)	3
445 - Arcing, shorted electrical equipment	1
500 - Service Call, other	1
551 - Assist police or other governmental agency	3
611 - Dispatched & cancelled en route	2
622 - No incident found on arrival at dispatch address	1
700 - False alarm or false call, other	1
733 - Smoke detector activation due to malfunction	1
735 - Alarm system sounded due to malfunction	1
743 - Smoke detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	2
# Incidents for 5 - Station 5:	27

Only REVIEWED incidents included.

Mission Fire Department

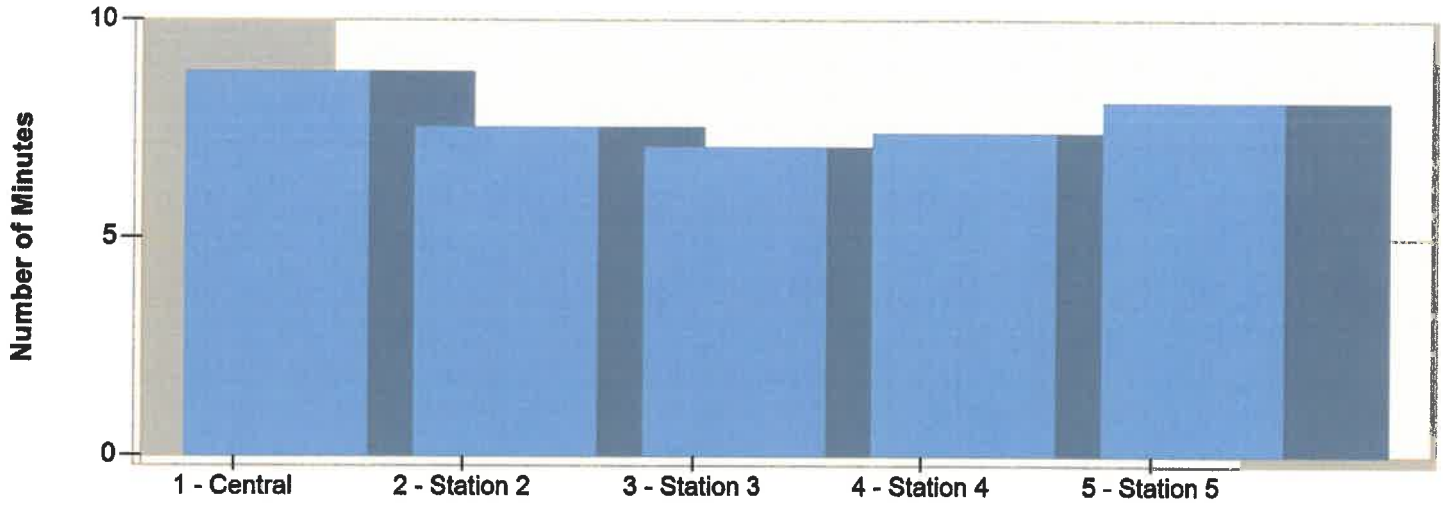
Mission, TX

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Average Response Time per Station for Date Range

Start Date: 07/01/2023 | End Date: 07/31/2023



STATION	AVERAGE RESPONSE MM:SS (Dispatch to Arrived)
1 - Central	8:49
2 - Station 2	7:33
3 - Station 3	7:06
4 - Station 4	7:24
5 - Station 5	8:07

AVERAGE RESPONSE TIME calculated from the average time difference between DISPATCH and ARRIVED times on Basic Info 4. Only REVIEWED incidents included.



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Mission Fire Department

Mission, TX

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Count of Overlapping Incidents for Date Range

Start Date: 07/01/2023 | End Date: 07/31/2023

# OVERLAPPING	% OVERLAPPING	TOTAL
119	38.51	309

OVERLAPPING INCIDENT DETAILS

ALARM	CLEAR/CANCEL	INCIDENT #	INCIDENT TYPE	STATION	ZONE
7/1/2023					
7/1/2023 7:00:00 PM	7/1/2023 7:22:00 PM	2023-2198	321	Central	
7/1/2023 7:14:00 PM	7/1/2023 7:42:00 PM	2023-2199	321	Station 5	
7/1/2023 7:18:00 PM	7/1/2023 7:56:00 PM	2023-2200	321	Central	
7/2/2023					
7/2/2023 6:07:00 PM	7/2/2023 6:57:00 PM	2023-2206	131	Station 2	
7/2/2023 6:23:00 PM	7/2/2023 7:11:00 PM	2023-2207	321	Station 3	
7/3/2023					
7/3/2023 2:59:00 PM	7/3/2023 3:31:00 PM	2023-2212	321	Station 2	
7/3/2023 3:25:00 PM	7/3/2023 5:23:00 PM	2023-2213	142	Station 2	
7/4/2023					
7/4/2023 2:46:00 PM	7/4/2023 3:01:00 PM	2023-2223	321	Station 4	
7/4/2023 2:58:00 PM	7/4/2023 3:41:00 PM	2023-2224	321	Station 2	
7/4/2023 8:20:00 PM	7/4/2023 9:37:00 PM	2023-2227	140	Station 5	
7/4/2023 9:26:00 PM	7/4/2023 9:42:00 PM	2023-2228	622	Station 4	
7/4/2023 9:26:00 PM	7/4/2023 10:19:00 PM	2023-2229	143	Station 2	
7/4/2023 10:13:00 PM	7/4/2023 10:28:00 PM	2023-2230	142	Station 4	
7/6/2023					
7/6/2023 11:14:00 AM	7/6/2023 12:12:00 PM	2023-2242	445	Central	
7/6/2023 11:52:00 AM	7/6/2023 12:12:00 PM	2023-2243	321	Station 4	
7/6/2023 3:56:00 PM	7/6/2023 4:16:00 PM	2023-2245	745	Station 2	
7/6/2023 4:03:00 PM	7/6/2023 4:30:00 PM	2023-2246	321	Station 5	
7/7/2023					
7/7/2023 4:55:00 PM	7/7/2023 6:54:00 PM	2023-2251	143	Central	
7/7/2023 5:07:00 PM	7/7/2023 5:34:00 PM	2023-2252	540	Central	
7/7/2023 6:54:00 PM	7/7/2023 7:22:00 PM	2023-2253	320	Central	
7/7/2023 7:57:00 PM	7/7/2023 8:13:00 PM	2023-2255	743	Station 2	
7/7/2023 8:08:00 PM	7/7/2023 8:28:00 PM	2023-2256	554	Station 3	
7/9/2023					
7/9/2023 2:48:00 AM	7/9/2023 3:17:00 AM	2023-2266	321	Station 2	
7/9/2023 3:12:00 AM	7/9/2023 3:43:00 AM	2023-2267	311	Station 4	
7/9/2023 9:00:00 AM	7/9/2023 7:00:00 PM	2023-2272	551	Central	Other than Mission
7/9/2023 11:37:00 AM	7/9/2023 11:51:00 AM	2023-2269	321	Central	

Percentage of incidents overlapping from total incidents in month, year. Compared incident time range as either Alarm to Cancel or Alarm to Clear for incidents that have either Cancel or Clear time recorded. Reviewed calls only. Group by date. Displays date, incident number, incident type (numeric only), zone, and station.



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OVERLAPPING INCIDENT DETAILS

ALARM	CLEAR/CANCEL	INCIDENT #	INCIDENT TYPE	STATION	ZONE
7/9/2023 11:41:00 AM	7/9/2023 11:53:00 AM	2023-2270	611	Central	
7/9/2023 12:04:00 PM	7/9/2023 12:24:00 PM	2023-2271	324	Station 3	
7/9/2023 3:05:00 PM	7/9/2023 3:30:00 PM	2023-2273	554	Central	
7/9/2023 6:38:00 PM	7/9/2023 6:55:00 PM	2023-2274	554	Central	
7/10/2023					
7/10/2023 10:44:00 AM	7/10/2023 11:03:00 AM	2023-2277	745	Station 5	
7/10/2023 11:01:00 AM	7/10/2023 12:12:00 PM	2023-2278	444	Station 4	
7/10/2023 11:42:00 AM	7/10/2023 12:47:00 PM	2023-2279	131	Station 3	
7/11/2023					
7/11/2023 11:01:00 AM	7/11/2023 11:18:00 AM	2023-2285	412	Station 4	
7/11/2023 11:11:00 AM	7/11/2023 11:24:00 AM	2023-2286	600	Station 2	
7/13/2023					
7/13/2023 10:23:00 AM	7/13/2023 10:41:00 AM	2023-2301	735	Central	
7/13/2023 10:34:00 AM	7/13/2023 10:43:00 AM	2023-2302	651	Station 3	
7/13/2023 6:41:00 PM	7/13/2023 7:14:00 PM	2023-2305	321	Central	
7/13/2023 7:03:00 PM	7/13/2023 7:15:00 PM	2023-2306	554	Station 4	
7/13/2023 9:06:00 PM	7/13/2023 9:47:00 PM	2023-2307	542	Station 3	
7/13/2023 9:44:00 PM	7/13/2023 9:46:00 PM	2023-2308	611	Station 2	
7/14/2023					
7/14/2023 1:16:00 PM	7/14/2023 1:53:00 PM	2023-2311	143	Central	
7/14/2023 1:41:00 PM	7/14/2023 2:14:00 PM	2023-2312	321	Station 2	
7/14/2023 3:02:00 PM	7/14/2023 3:33:00 PM	2023-2313	321	Central	
7/14/2023 3:23:00 PM	7/14/2023 3:39:00 PM	2023-2314	321	Station 4	
7/14/2023 4:34:00 PM	7/14/2023 6:15:00 PM	2023-2315	321	Central	
7/14/2023 4:38:00 PM	7/14/2023 4:58:00 PM	2023-2316	554	Station 3	
7/14/2023 5:01:00 PM	7/14/2023 5:22:00 PM	2023-2317	321	Central	
7/14/2023 5:51:00 PM	7/14/2023 6:01:00 PM	2023-2318	320	Central	
7/14/2023 7:24:00 PM	7/14/2023 7:40:00 PM	2023-2320	650	Station 4	
7/14/2023 7:39:00 PM	7/14/2023 8:01:00 PM	2023-2321	321	Station 2	
7/16/2023					
7/16/2023 12:26:00 AM	7/16/2023 12:43:00 AM	2023-2330	321	Central	
7/16/2023 12:33:00 AM	7/16/2023 12:58:00 AM	2023-2331	321	Station 2	
7/16/2023 12:54:00 AM	7/16/2023 1:08:00 AM	2023-2332	321	Central	
7/16/2023 1:02:00 AM	7/16/2023 1:18:00 AM	2023-2333	321	Central	
7/16/2023 1:21:00 AM	7/16/2023 1:42:00 AM	2023-2334	321	Central	
7/16/2023 1:21:00 AM	7/16/2023 1:42:00 AM	2023-2335	321	Central	
7/16/2023 7:31:00 AM	7/16/2023 7:55:00 AM	2023-2337	321	Station 4	
7/16/2023 7:38:00 AM	7/16/2023 8:05:00 AM	2023-2338	321	Central	
7/16/2023 7:45:00 AM	7/16/2023 7:52:00 AM	2023-2339	745	Station 5	
7/16/2023 5:00:00 PM	7/16/2023 5:21:00 PM	2023-2342	320	Central	
7/16/2023 5:02:00 PM	7/16/2023 5:17:00 PM	2023-2343	733	Station 3	
7/16/2023 8:31:00 PM	7/16/2023 8:52:00 PM	2023-2346	733	Central	
7/16/2023 8:42:00 PM	7/16/2023 9:14:00 PM	2023-2347	321	Station 2	

Percentage of incidents overlapping from total incidents in month, year. Compared incident time range as either Alarm to Cancel or Alarm to Clear for incidents that have either Cancel or Clear time recorded. Reviewed calls only. Group by date. Displays date, incident number, incident type (numeric only), zone, and station.



OVERLAPPING INCIDENT DETAILS

ALARM	CLEAR/CANCEL	INCIDENT #	INCIDENT TYPE	STATION	ZONE
7/16/2023 11:58:46 PM	7/17/2023 12:17:00 AM	2023-2348	554	Station 2	
7/17/2023					
7/17/2023 12:11:00 AM	7/17/2023 12:31:00 AM	2023-2349	321	Station 4	
7/17/2023 12:07:00 PM	7/17/2023 12:18:00 PM	2023-2351	311	Station 2	District 2
7/17/2023 12:13:00 PM	7/17/2023 12:32:00 PM	2023-2352	321	Central	
7/17/2023 2:54:00 PM	7/17/2023 3:15:00 PM	2023-2353	743	Station 4	
7/17/2023 2:54:00 PM	7/17/2023 3:26:00 PM	2023-2354	311	Station 4	
7/17/2023 3:36:00 PM	7/17/2023 4:09:00 PM	2023-2356	322	Station 3	
7/17/2023 3:38:00 PM	7/17/2023 3:57:00 PM	2023-2357	554	Central	
7/17/2023 4:13:00 PM	7/17/2023 5:01:00 PM	2023-2358	743	Station 4	
7/17/2023 4:47:00 PM	7/17/2023 5:01:00 PM	2023-2359	321	Station 3	
7/18/2023					
7/18/2023 10:42:00 AM	7/18/2023 11:29:00 AM	2023-2365	412	Station 3	
7/18/2023 11:10:00 AM	7/18/2023 11:25:00 AM	2023-2366	622	Station 2	
7/19/2023					
7/19/2023 11:28:00 AM	7/19/2023 1:28:00 PM	2023-2373	551	Station 5	
7/19/2023 12:52:00 PM	7/19/2023 1:22:00 PM	2023-2374	311	Station 4	
7/19/2023 3:31:00 PM	7/19/2023 4:00:00 PM	2023-2375	321	Station 3	
7/19/2023 3:47:00 PM	7/19/2023 4:25:00 PM	2023-2376	321	Station 4	
7/19/2023 8:29:00 PM	7/19/2023 8:51:00 PM	2023-2381	321	Central	
7/19/2023 8:43:00 PM	7/19/2023 8:54:00 PM	2023-2382	311	Central	
7/20/2023					
7/20/2023 1:36:00 AM	7/20/2023 2:10:00 AM	2023-2384	321	Central	
7/20/2023 1:38:00 AM	7/20/2023 1:57:00 AM	2023-2385	321	Station 3	
7/21/2023					
7/21/2023 11:11:00 AM	7/21/2023 12:14:00 PM	2023-2394	671	Station 4	
7/21/2023 11:39:00 AM	7/21/2023 12:02:00 PM	2023-2395	311	Station 2	District 2
7/22/2023					
7/22/2023 4:45:00 PM	7/22/2023 5:06:00 PM	2023-2407	445	Station 3	
7/22/2023 4:55:00 PM	7/22/2023 5:21:00 PM	2023-2408	321	Central	
7/24/2023					
7/24/2023 8:48:00 PM	7/24/2023 9:13:00 PM	2023-2422	321	Station 3	
7/24/2023 9:04:00 PM	7/24/2023 9:31:00 PM	2023-2423	321	Central	
7/25/2023					
7/25/2023 2:09:00 PM	7/25/2023 2:38:00 PM	2023-2428	322	Station 2	
7/25/2023 2:34:00 PM	7/25/2023 2:40:00 PM	2023-2429	554	Central	
7/25/2023 3:01:00 PM	7/25/2023 6:57:00 PM	2023-2430	500	Station 4	
7/25/2023 3:58:00 PM	7/25/2023 4:14:00 PM	2023-2431	700	Station 2	
7/25/2023 6:38:00 PM	7/25/2023 6:54:00 PM	2023-2432	735	Station 4	
7/25/2023 8:39:00 PM	7/25/2023 9:04:00 PM	2023-2434	321	Central	
7/25/2023 8:41:39 PM	7/25/2023 8:58:00 PM	2023-2435	142	Station 2	

Percentage of incidents overlapping from total incidents in month, year. Compared incident time range as either Alarm to Cancel or Alarm to Clear for incidents that have either Cancel or Clear time recorded. Reviewed calls only. Group by date. Displays date, incident number, incident type (numeric only), zone, and station.



OVERLAPPING INCIDENT DETAILS

ALARM	CLEAR/CANCEL	INCIDENT #	INCIDENT TYPE	STATION	ZONE
7/26/2023					
7/26/2023 2:11:00 PM	7/26/2023 2:40:00 PM	2023-2442	311	Station 4	
7/26/2023 2:37:00 PM	7/26/2023 2:58:00 PM	2023-2443	500	Station 2	District 2
7/26/2023 6:14:00 PM	7/26/2023 6:36:00 PM	2023-2445	321	Station 3	
7/26/2023 6:14:00 PM	7/26/2023 6:26:00 PM	2023-2446	321	Central	
7/27/2023					
7/27/2023 11:00:00 AM	7/27/2023 11:12:00 AM	2023-2453	321	Central	
7/27/2023 11:03:00 AM	7/27/2023 11:14:00 AM	2023-2454	554	Station 2	
7/28/2023					
7/28/2023 3:51:00 PM	7/28/2023 4:09:00 PM	2023-2464	743	Central	
7/28/2023 3:57:00 PM	7/28/2023 4:21:00 PM	2023-2463	321	Station 4	
7/29/2023					
7/29/2023 12:35:00 AM	7/29/2023 12:56:00 AM	2023-2467	311	Station 4	
7/29/2023 12:41:00 AM	7/29/2023 1:11:00 AM	2023-2468	321	Central	
7/29/2023 12:45:00 AM	7/29/2023 12:59:00 AM	2023-2469	554	Station 4	
7/29/2023 1:05:00 AM	7/29/2023 1:30:00 AM	2023-2470	321	Station 4	
7/30/2023					
7/30/2023 11:25:00 AM	7/30/2023 12:04:00 PM	2023-2480	733	Station 3	
7/30/2023 11:49:00 AM	7/30/2023 12:34:00 PM	2023-2481	322	Central	
7/30/2023 12:13:00 PM	7/30/2023 12:34:00 PM	2023-2482	735	Station 5	
7/30/2023 12:34:00 PM	7/30/2023 12:58:00 PM	2023-2483	321	Central	
7/31/2023					
7/31/2023 8:09:00 AM	7/31/2023 8:24:00 AM	2023-2490	130	Station 2	
7/31/2023 8:12:00 AM	7/31/2023 8:27:00 AM	2023-2491	311	Station 4	
7/31/2023 1:20:00 PM	7/31/2023 1:53:00 PM	2023-2492	321	Station 4	
7/31/2023 1:30:00 PM	7/31/2023 1:53:00 PM	2023-2493	651	Central	
7/31/2023 7:53:00 PM	7/31/2023 8:36:00 PM	2023-2498	321	Central	
7/31/2023 8:09:00 PM	7/31/2023 8:28:00 PM	2023-2499	321	Station 2	

Percentage of incidents overlapping from total incidents in month, year. Compared incident time range as either Alarm to Cancel or Alarm to Clear for incidents that have either Cancel or Clear time recorded. Reviewed calls only. Group by date. Displays date, incident number, incident type (numeric only), zone, and station.





Mission Fire Department

Career Development Division

Monthly Report for July 2023

To: Adrian Garcia, Fire Chief
From: Richard A. Cruz, Deputy Chief
Re: Career Development Division Report for July 2023

The training topics for the month were Pediatric Trauma for the EMS portion, and Servant Leadership in Public Safety for the Fire portion. Each topic counts for 2 hours of continuing education hours for the yearly total. The trainings were posted on our online Training software and each personnel completed the trainings on their assigned shift days.

EMS training has been our top priority this month. We have been training around the clock to keep our skills sharp. We have been utilizing our newly purchased training equipment to be able to perform hands-on skills and train.

This month, three of our staff members who are already Emergency Medical Technicians at the Basic level, are in the last month of a six-month Paramedic course that is being held in Mercedes, TX. These students will be attending class 8 to 12 hours each day, Monday through Friday each week for the duration of the program. The course includes classroom instruction, hands-on skills, hospital rotations, and ambulance ride-outs. This month, the students focused on their "Cap Stone" ride outs. When students complete the course in July of this year, they will be eligible to test out with the National Registry of EMTs and be certified as Paramedics. In turn, they will be able to fill in the role of "lead" medic on our ambulance unit. This is to maintain the level of Mobile Intensive Care Unit status and provide the best care possible to the citizens of Mission.

The CDD held an agility assessment for potential new hires. This is part of the hiring process for new firefighters. Candidates perform a series of physical evolutions related to firefighting to see how they perform in a physically demanding scenario.

During the month of July, many trainings were placed on hold due. This was to make room for every personnel member getting an NFPA approved physical examination. There were 2 weeks blocked off for this to take place while the crews were on duty.

At the middle of the month, the Texas Commission on Fire Protection came and performed their annual audit for our department. All Chiefs had been preparing documents requested. TCFP came and performed the inspection in-person. The department passed with zero (0) deficiencies reported in all areas.

Several of our personnel attended the TEEX Municipal Fire School at College Station, TX. Classes attended were Fire Life Safety Educator, Fire Service Inspector, and Plans Examiner. These are state certification courses that will help our personnel perform their job duties better.

At the end of the month, several of our personnel attended several Active Attack Integrated Response courses. One was hosted by Texas DPS and the other two were hosted by McAllen

"Train Like Your Life Depends on it...Because It Does!"

ISD Police Department. We had personnel from our Prevention division and Suppression division attend both courses. The purpose of this course is to learn how to work and integrate with law enforcement in active attack situations. Classes like this help us work better together in the event of real time emergencies.

Crews at their respective stations also have been doing in-service training as single-engine companies. Training has included: SCBA's, search and rescue, rescue equipment familiarization, ropes and knots, pumping fire apparatus, hose practices, ladders, and other topics.

Training Hours for July 2023 - TOTAL: 983.5

Fire: 667.5 hours
 Classroom/Online: 58.5 hours
 Hands-On/Skills: 609 hours Drone: 0 hours
EMS: 316 hours
Special Ops: 0 hours
Haz-Mat: 0 hours

Training Hours for Year-to-Date 2023 - TOTAL: 10,170

Fire: 3,973.5 hours
 Classroom/Online: 498.5 hours
 Hands-On/Skills: 3,370 hours Drone: 85 hours
EMS: 5,502.5 hours
Special Ops: 78 hours
Haz-Mat: 616 hours

Respectfully,



Richard A. Cruz
 Deputy Chief
 Career Development Division

“Train Like Your Life Depends on it...Because It Does!”

MISSION FIRE DEPARTMENT

Emergency Ambulance Response Report

JULY 2023



“Dedicated to the Community we Protect... and Serve”



Previous Month ▾ Jul 1, 2023 - Jul 31, 2023 ▾

	Counts	% Rows	% Columns	% All										Total
Week Ending	7/2/23	7/9/23	7/16/23	7/23/23	7/30/23	8/6/23	8/13/23	8/20/23	8/27/23	9/3/23	9/10/23	9/17/23	9/24/23	Total
Abdominal Pain		1.89%	2.83%	2.83%	1.89%									9.43%
Acute abdomen				0.94%										0.94%
Acute Respiratory Distress (Dyspnea)	0.94%		0.94%		0.94%									2.83%
Altered Mental Status			0.94%	1.89%										2.83%
Anxiety reaction/Emot... upset	0.94%		1.89%											2.83%
Back Pain		1.89%	0.94%		1.89%	1.89%								6.6%
Burn				1.89%										1.89%
Cardiac arrest				1.89%										1.89%
Chest Pain / Discomfort	1.89%	0.94%	2.83%	0.94%	3.77%									10.38%
Chest Pain, Other (Non-Cardiac)		0.94%		0.94%										1.89%
Congestive heart failure (CHF)				0.94%										0.94%
Convulsions		0.94%												0.94%
Dehydration		0.94%												0.94%
Dizziness			2.83%	0.94%	0.94%									4.72%
Epistaxis					0.94%									0.94%
Extremity Pain	0.94%	0.94%		0.94%	1.89%									4.72%
Febrile Seizures			0.94%											0.94%
Generalized Weakness	0.94%	1.89%	1.89%		2.83%									7.55%
Headache					3.77%									3.77%
Injury	1.89%	2.83%	2.83%	0.94%										8.49%
Laceration/Ab... (minor surface trauma)			0.94%											0.94%
Mental disorder			1.89%											1.89%
No Complaints or Injury/Illness Noted	1.89%	1.89%		0.94%	1.89%									6.6%
Obvious Death			0.94%											0.94%
Overdose - Benzodiazepin.					0.94%									0.94%

Week Ending	7/2/23	7/9/23	7/16/23	7/23/23	7/30/23	8/6/23	8/13/23	8/20/23	8/27/23	9/3/23	9/10/23	9/17/23	9/24/23
Pain (Non-Traumatic)	0.94%	0.94%											1.89%
Pelvic and Perineal Pain		0.94%											0.94%
Respiratory disorder						0.94%							0.94%
Seizures with status epilepticus				0.94%	0.94%								1.89%
Septic Shock					0.94%								0.94%
Stroke			0.94%		1.89%								2.83%
Syncope / Fainting				0.94%	1.89%								2.83%
Urinary system disorder			0.94%										0.94%
Total	10.38%	16.98%	24.53%	17.92%	27.36%	2.83%							100%



Previous Month ▾ Jul 1, 2023 - Jul 31, 2023 ▾

07:46

MM:SS
Average Response Time

58%

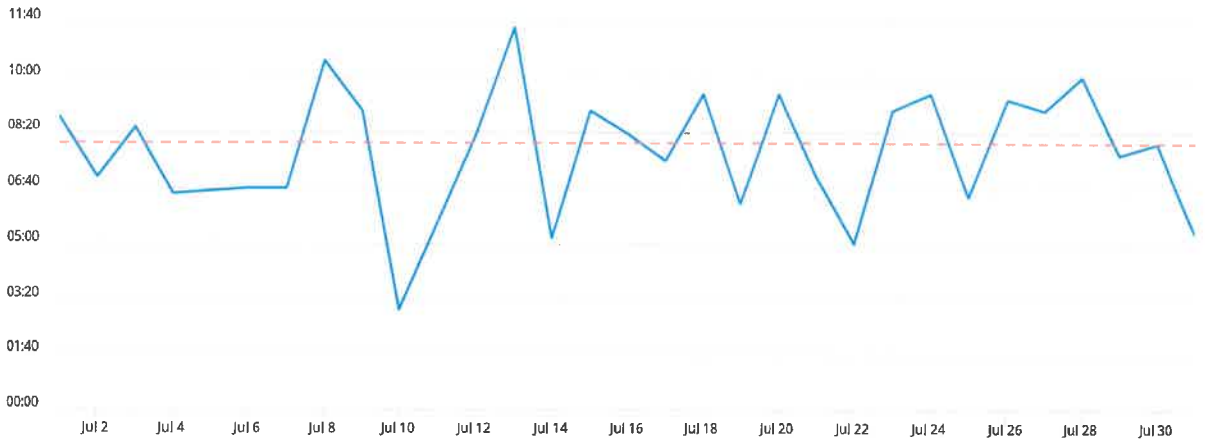
OF RESPONSES
Response Time < 08:00

31

DAYS
In Selected Time Slice

88

UNIT RESPONSES
In Selected Time Slice



	Counts	% Rows	% Columns	% All										
Week Ending	7/2/23	7/9/23	7/16/23	7/23/23	7/30/23	8/6/23	8/13/23	8/20/23	8/27/23	9/3/23	9/10/23	9/17/23	9/24/23	Total
00:00 - 04:59		2.27%	4.55%		1.14%									7.95%
05:00 - 07:59	6.82%	6.82%	7.95%	10.23%	14.77%	3.41%								50%
08:00 - 08:59	1.14%	2.27%	4.55%		2.27%									10.23%
09:00 - 09:59			2.27%	3.41%	2.27%									7.95%
10:00 - 11:59	1.14%	4.55%	4.55%		4.55%									14.77%
12:00 - 14:59				2.27%	2.27%									4.55%
15:00 - 16:59	1.14%	1.14%	1.14%											3.41%
17:00 - 17:59														
18:00 - 19:59					1.14%									1.14%
20:00 - 29:59														
30:00 - 59:59														
Total	10.23%	17.05%	25%	15.91%	28.41%	3.41%								100%
Exceptions														0%



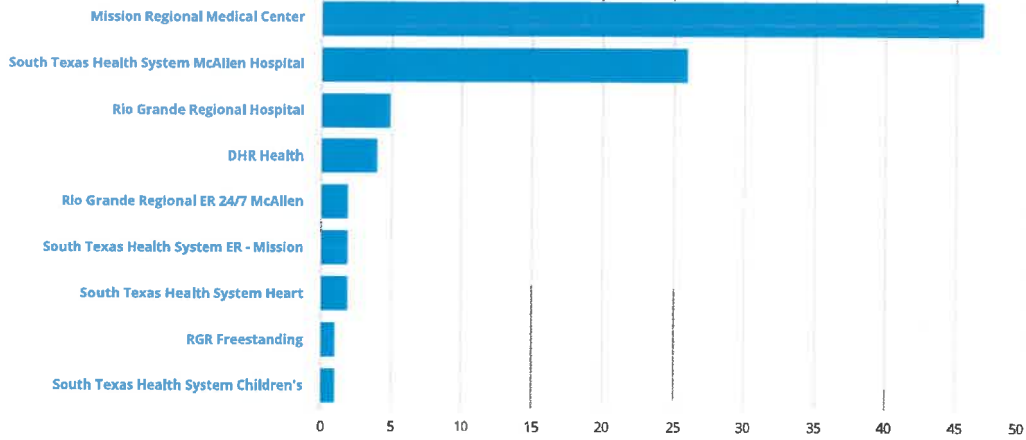
Previous Month ▾ Jul 1, 2023 - Jul 31, 2023 ▾

90

RECORDS
In Selected Time Slice

31

DAYS
In Selected Time Slice



Week Ending	7/2/23	7/9/23	7/16/23	7/23/23	7/30/23	8/6/23	8/13/23	8/20/23	8/27/23	9/3/23	9/10/23	9/17/23	9/24/23	Total
DHR Health			1.11%		3.33%									4.44%
Mission Regional Medical Center	6.67%	7.78%	14.44%	7.78%	13.33%	2.22%								52.22%
RGR Freestanding			1.11%											1.11%
Rio Grande Regional ER 24/7 McAllen				1.11%	1.11%									2.22%
Rio Grande Regional Hospital			1.11%	3.33%	1.11%									5.56%
South Texas Health System Children's			1.11%											1.11%
South Texas Health System ER - Mission		1.11%			1.11%									2.22%
South Texas Health System Heart	1.11%				1.11%									2.22%
South Texas Health System McAllen Hospital	2.22%	7.78%	5.56%	5.56%	6.67%	1.11%								28.89%
Total	10%	16.67%	24.44%	17.78%	27.78%	3.33%								100%

Previous Month ▾ Jul 1, 2023 - Jul 31, 2023 ▾

80%

TRANSPORTS
Percentage of Patient Encounters

9%

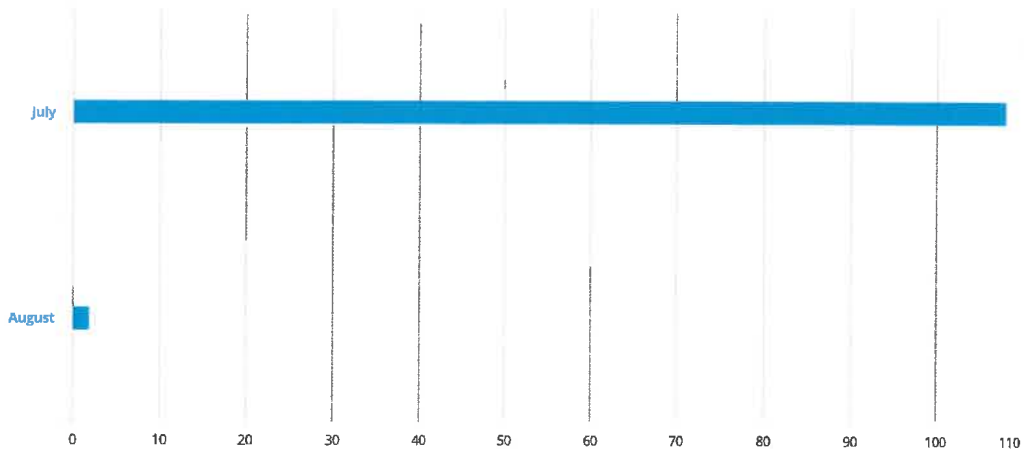
NON TRANSPORTS
Percentage of Patient Encounters

11%

OTHER DISPOSITIONS
Percentage of Patient Encounters

110

RECORDS
In Selected Time Slice



31

DAYS
In Selected Time Slice

Counts % Rows % Columns % All

Week Ending	7/2/23	7/9/23	7/16/23	7/23/23	7/30/23	8/6/23	8/13/23	8/20/23	8/27/23	9/3/23	9/10/23	9/17/23	9/24/23	Total
July	11	20	27	18	30	2								108
August						2								2
Total	11	20	27	18	30	4								110



Closing Balance Summary for Period

08/07/23

Page 1 of 1

Transaction Date	GreaterThanOrEqualTo	7/1/2023
Transaction Date	LessThanOrEqualTo	7/31/2023
Company Code	Equal	216 City of Mission

216 City of Mission	AR Previous Balance:	\$507,352.65
----------------------------	-----------------------------	---------------------

Charges in Period	\$31,500.00
Credits	(\$64,650.27)
Charge Adjustments	\$1,375.00
Total AR Change for	(\$31,775.27)

Charges in Period	\$31,500.00
Credits	(\$64,650.27)
Charge Adjustments	\$1,375.00
Accounts Receivable Change	(\$31,775.27)

Total Balance Forward:	\$475,577.38
-------------------------------	---------------------

Item 5.

216 City of Mission
Executive Summary - 10/01/22 to 07/31/23

	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Totals
Net Charges	\$51,680.01	\$81,700.00	\$142,000.00	\$170,920.00	\$120,770.00	\$161,835.00	\$64,320.00	\$105,760.00	\$111,380.00	\$32,875.00	\$1,043,240.01
Cash Collections	(\$17,877.22)	(\$7,893.65)	(\$17,522.13)	(\$11,501.85)	(\$30,909.26)	(\$17,204.57)	(\$49,321.23)	(\$30,049.29)	(\$31,022.25)	(\$23,626.40)	(\$236,927.85)
Gross Charge/txp	\$1,435.56	\$1,361.67	\$1,405.94	\$1,400.98	\$1,404.30	\$1,395.13	\$1,461.82	\$1,391.58	\$1,427.95	\$1,429.35	\$1,405.98
Cash/Txp (CPT)	\$496.59	\$131.56	\$173.49	\$94.28	\$358.41	\$148.32	\$1,120.94	\$395.39	\$397.72	\$1,027.23	\$319.31
Payer Mix											
Medicare	44.4%	55.0%	44.6%	41.8%	39.5%	51.7%	45.5%	43.4%	62.8%	17.4%	46.5%
Medicaid	25.0%	10.0%	19.8%	22.1%	26.7%	19.8%	31.8%	27.6%	9.0%	0.0%	20.2%
Insurance	13.9%	15.0%	13.9%	16.4%	8.1%	11.2%	6.8%	14.5%	12.8%	0.0%	12.4%
Private Pay	13.9%	18.3%	21.8%	18.0%	22.1%	16.4%	13.6%	14.5%	14.1%	4.3%	17.1%
Level of Service											
ALS - Advanced Life Support A0427	91.67%	63.33%	78.22%	79.51%	84.88%	77.59%	79.55%	78.95%	85.90%	86.96%	79.78%
ALS-2 Emergency A0433	0.00%	5.00%	1.98%	4.10%	1.16%	1.72%	2.27%	1.32%	2.56%	4.35%	2.43%
BLS - Basic Life Support A0429	8.33%	31.67%	19.80%	16.39%	13.95%	20.69%	18.18%	19.17%	11.54%	8.70%	17.79%
Level of Service Volume											
Total	36	60	101	122	86	116	44	76	78	23	742
ALS - Advanced Life Support A0427	33	38	79	97	73	90	35	60	67	20	592
ALS-2 Emergency A0433	0	3	2	5	1	2	1	1	2	1	18
BLS - Basic Life Support A0429	3	19	20	20	12	24	8	15	9	2	132
Ground Mileage A0425	259	328	654	711	463	636	404	442	515	146	4,557

MISSION MUNICIPAL COURT

Jul-23

Y-T- D COMPARISON	2023	2022	JULY COMPARISON	2023	2022
FEES & FINES TOTAL	\$1,396,370.16	\$1,401,669.07	FEES & FINES TOTAL	\$107,505.68	\$133,048.83
LOCAL FINES	\$476,005.25	\$470,250.18	LOCAL FINES	\$37,885.57	\$45,365.62
LOCAL COSTS AND FEES	\$100,727.06	\$108,712.19	LOCAL COSTS AND FEES	\$6,760.81	\$10,017.91
COLLECTIONS FOR STATE	\$819,637.86	\$822,706.70	COLLECTIONS FOR STATE	\$62,859.30	\$77,665.27
TOTAL COLLECTIONS	\$1,396,370.17	\$1,401,669.07	TOTAL COLLECTIONS	\$107,505.68	\$133,048.83

VIOLATIONS

STATE LAW	4761
TRAFFIC	5516
CITY ORDINANCE	510
PARKING	23
EDUCATION CODE	14

TOTAL 10824

CASES:

TOTAL PAID	6699
OTHER COMPLETED	2612
TOTAL COMPLETED	9311

TOTAL VIOLATIONS

930

CASES:

TOTAL PAID	510
OTHER COMPLETED	245
TOTAL COMPLETED	755

WARRANTS:

ISSUED	1108
CLEARED	861

WARRANTS:

ISSUED

STATE LAW	7559
TRAFFIC	5407
CITY ORDINANCE	252
PARKING	22
EDUCATION CODE	15

TOTAL 13255

CLEARED

STATE LAW	6365
TRAFFIC	4469
CITY ORDINANCE	355
PARKING	16
EDUCATION CODE	31

TOTAL 11236

There were a total of 21 juvenile cases filed.
1455 hours of community service were granted

Mission Police Department



Monthly Report July 2023



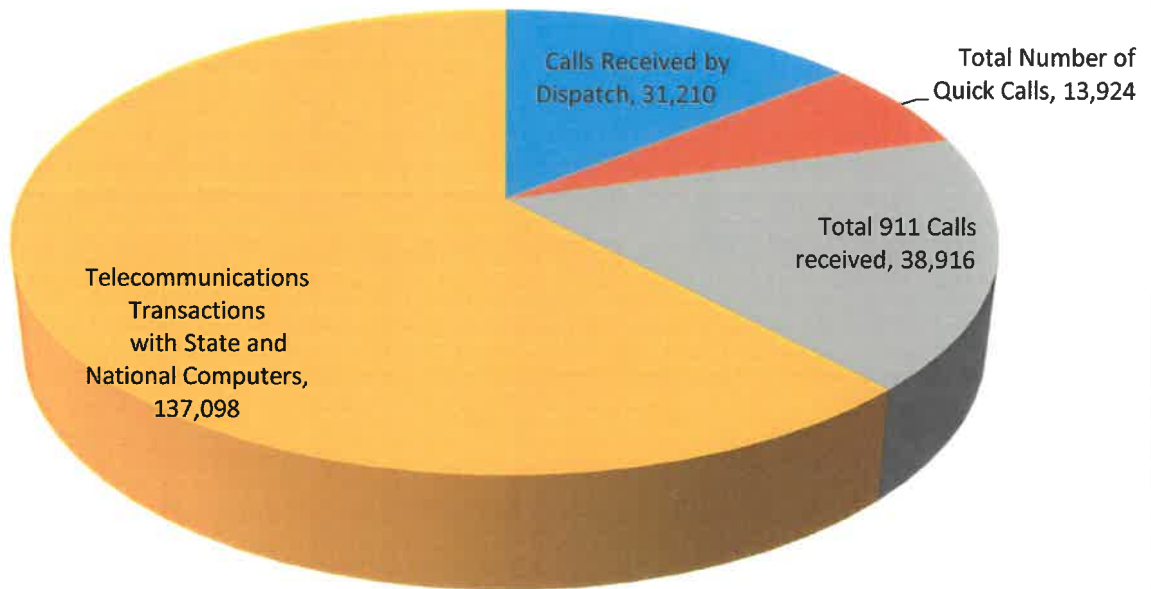
Mission Police Department

Monthly Report for July 2023



Communications Division

	July 23	FY 22-23 YTD
Calls Received by Dispatch	3,013	31,210
Total Number of Quick Calls	1,218	13,924
Total 911 Calls received	4,237	38,916
Telecommunications Transactions with State and National Computers	14,014	137,098



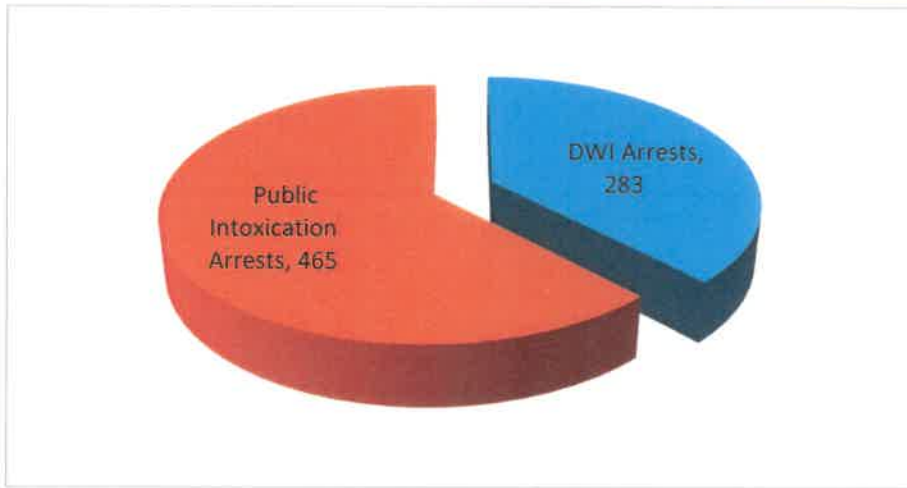


Mission Police Department Monthly Report for July 2023



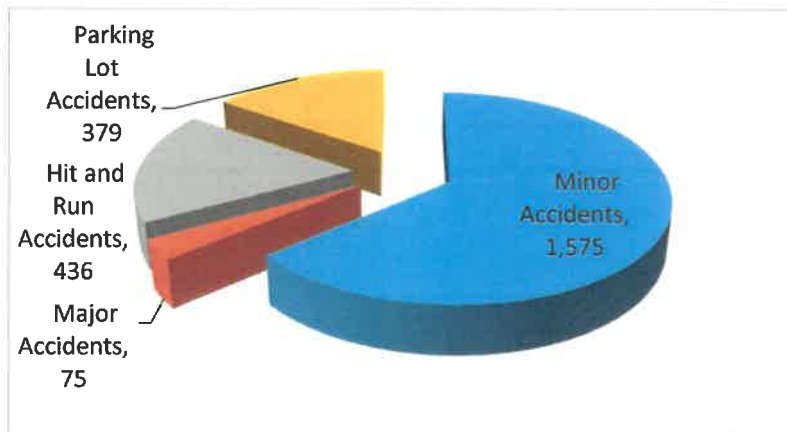
Patrol Division

	<u>July 23</u>	<u>FY 22-23 YTD</u>
DWI Arrests	19	283
Public Intoxication Arrests	15	465



Traffic Division

	<u>July 23</u>	<u>FY 22-23 YTD</u>
Minor Accidents	145	1,575
Major Accidents	1	75
Hit and Run Accidents	41	436
Parking Lot Accidents	35	379



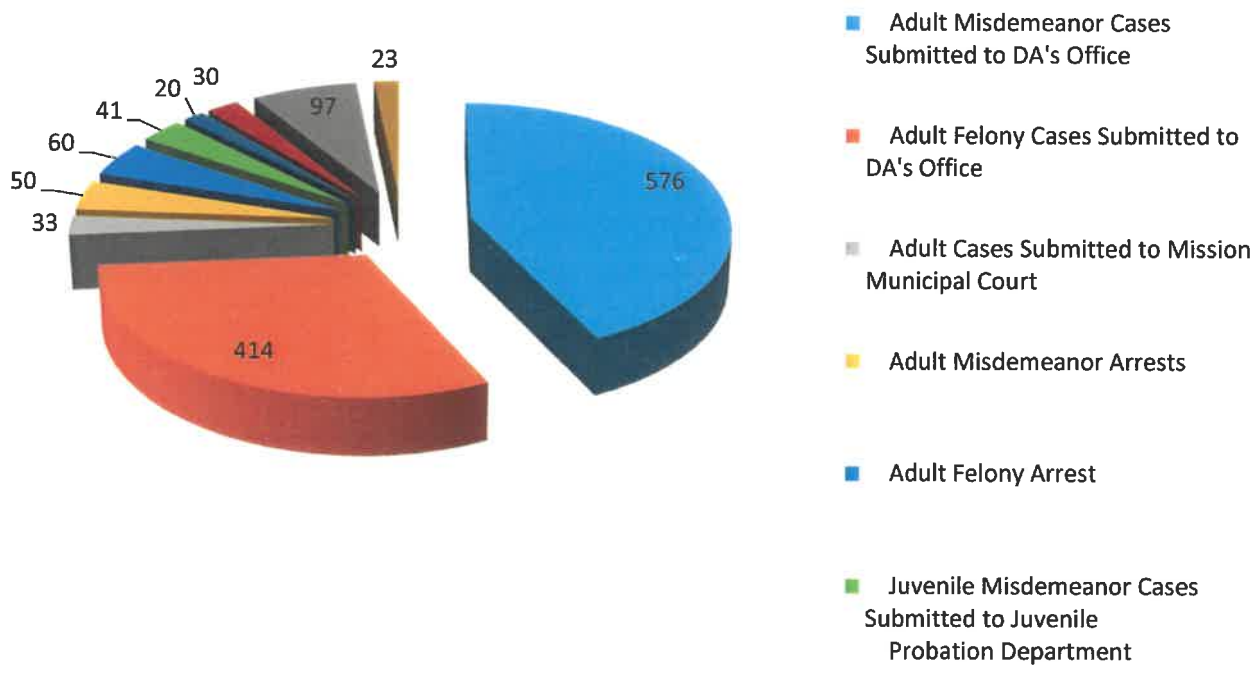


Criminal Investigations Criminal Case Submissions



	July 23	FY 22-23 YTD
Adult Misdemeanor Cases Submitted to DA's Office	64	576
Adult Felony Cases Submitted to DA's Office	31	414
Adult Cases Submitted to Mission Municipal Court	3	33
Adult Misdemeanor Arrests	7	50
Adult Felony Arrest	9	60
Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department	4	41
Juvenile Felony Cases Submitted to Juvenile Probation Department	2	20
Juvenile Cases Submitted to Mission Municipal Court	0	30
Juvenile Misdemeanor Arrests	4	97
Juvenile Felony Arrests	2	23
Total Open Cases	1,973	1,973

July 23





Mission Police Department

Monthly Report for July 2023



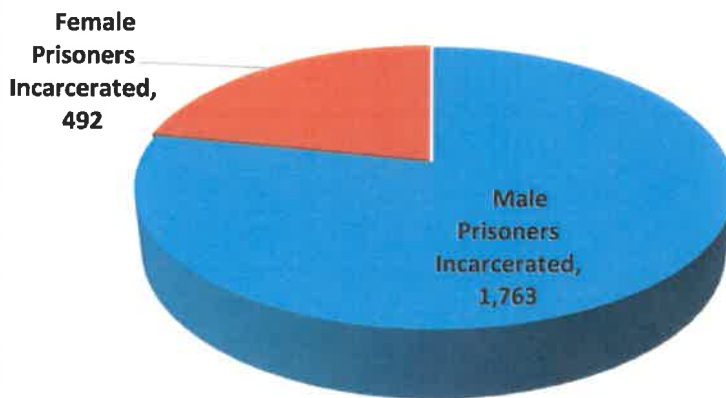
Jail Division

Adults

Male Prisoners Incarcerated
 Female Prisoners Incarcerated

Total

	<u>July 23</u>	<u>FY 22-23 YTD</u>
Male Prisoners Incarcerated	143	1,763
Female Prisoners Incarcerated	46	492
Total	189	2,255

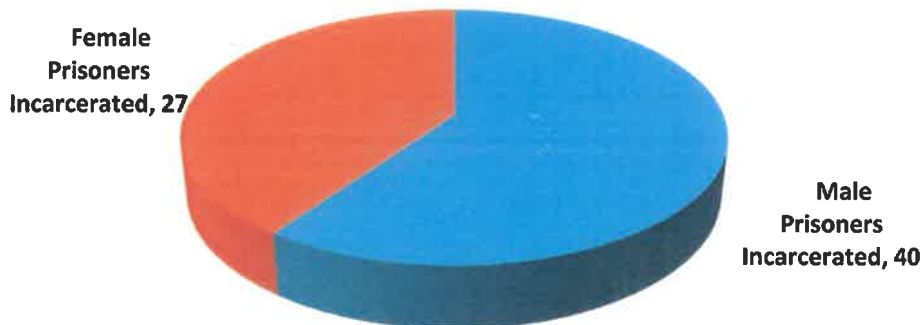


Juveniles

Male Prisoners Incarcerated
 Female Prisoners Incarcerated

Total

	<u>July 23</u>	<u>FY 22-23 YTD</u>
Male Prisoners Incarcerated	3	40
Female Prisoners Incarcerated	2	27
Total	5	67





Narcotics Division -DEA

	July 23	FY 22-23 YTD
Seizures		
Marihuana (lbs)	1.46	371.60
(Street Value -\$506.00 per pound)	\$736.86	\$188,028.65
Cocaine (kilos)	68.95	761.97
(Street Value -\$21,000.00 per Kilo)	\$1,447,950.00	\$16,001,370.00
Fentanyl	0.326	17.13
(Street Value -\$30,000.00 per Kilo)	\$9,780.00	\$514,026.00
Heroin (kilos)	0	57.85
(Street Value -\$17,680.00 per Kilo)	\$0.00	\$1,978,470.00
Methamphetamine (kilos)	0	0.21
(Street Value -\$11,925.00 per Kilo)	\$0.00	\$4,159.10
Currency Seizures:	\$6,336.00	\$706,526.00
Vehicle Seizures:	0	19
Arrest:	0	47

Narcotics Division -Immigration & Customs Enforcement

	July 23	FY 22-23 YTD
Seizures		
Marihuana (lbs)	0	0.00
(Street Value -\$506.00 per pound)	\$0.00	\$0.00
Cocaine (kilos)	0	305.71
(Street Value -\$21,000.00 per Kilo)	\$0.00	\$6,419,910.00
Heroin (kilos)	0	0.00
(Street Value -\$17,680.00 per Kilo)	\$0.00	\$0.00
Methamphetamine (kilos)	0	1402.00
(Street Value -\$11,925.00 per Kilo)	\$0.00	\$27,899,800.00
Currency Seizures:	\$187,252.00	\$2,783,573.00
Vehicle Seizures:	0	4
Arrest:	2	42



Mission Police and Criminal Investigations

Narcotics

	July 23	FY 22-23 YTD
Marihuana (pounds)	0.75	2.96
(Street Value -\$506.00 per pound)	\$381.02	\$1,499.28
Cocaine (kilos)	20.0632	173.91
(Street Value -\$21,000.00 per Kilo)	\$421,327.20	\$3,652,110.00
Currency	\$0.00	\$8,198.13

U.S. Marshal Task Force

	July 23	FY 22-23 YTD
Fugitive Apprehension	86	1,026
Mission CIB Warrants	5	38
68-A Vehicle Inspections	3	21



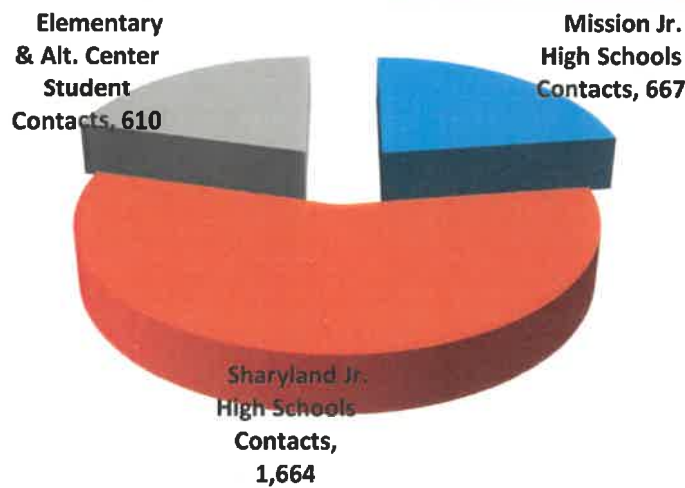
Mission Police Department

Monthly Report for July 2023



Educational Resource Officer Program

	July 23	FY 22-23 YTD
Mission Jr. High Schools Contacts	0	667
Sharyland Jr. High Schools Contacts	0	1,664
Elementary & Alt. Center Student Contacts	0	610



	July 23	FY 22-23 YTD
Mission High Schools Contacts	0	1,339
Sharyland High Schools Contacts	0	1,061



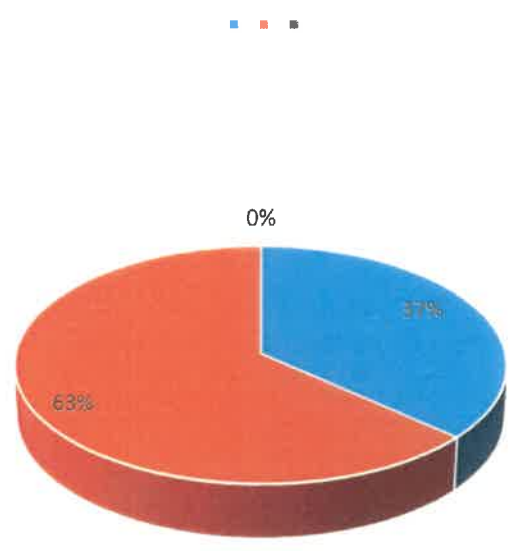
Adult & Juvenile Cases Submitted by Police Officers Assigned to Mission & Sharyland Schools



Adult Cases Submitted to Mission Municipal Court
Adult Misdemeanor Arrests
Adult Felony Arrests
Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department
Juvenile Felony Cases Submitted to Juvenile Probation Department
Juvenile Cases Submitted to Mission Municipal Court
Juvenile Cases Submitted to JP Court
Juvenile Misdemeanor Arrests
Juvenile Felony Arrests

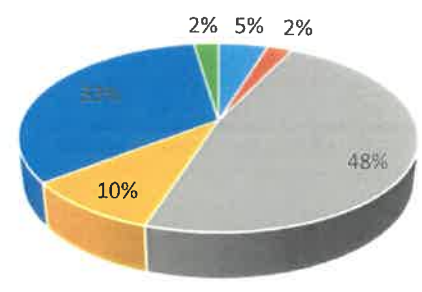
	<u>July 23</u>	<u>FY 22-23 YTD</u>
Adult Cases Submitted to Mission Municipal Court	0	34
Adult Misdemeanor Arrests	0	59
Adult Felony Arrests	0	0
Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department	0	12
Juvenile Felony Cases Submitted to Juvenile Probation Department	0	6
Juvenile Cases Submitted to Mission Municipal Court	0	121
Juvenile Cases Submitted to JP Court	0	24
Juvenile Misdemeanor Arrests	0	84
Juvenile Felony Arrests	0	6

FY 22-23 YTD



FY 22-23 YTD

- Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department
- Juvenile Felony Cases Submitted to Juvenile Probation Department
- Juvenile Cases Submitted to Mission Municipal Court
- Juvenile Cases Submitted to JP Court
- Juvenile Misdemeanor Arrests
- Juvenile Felony Arrests





Mission Police Department

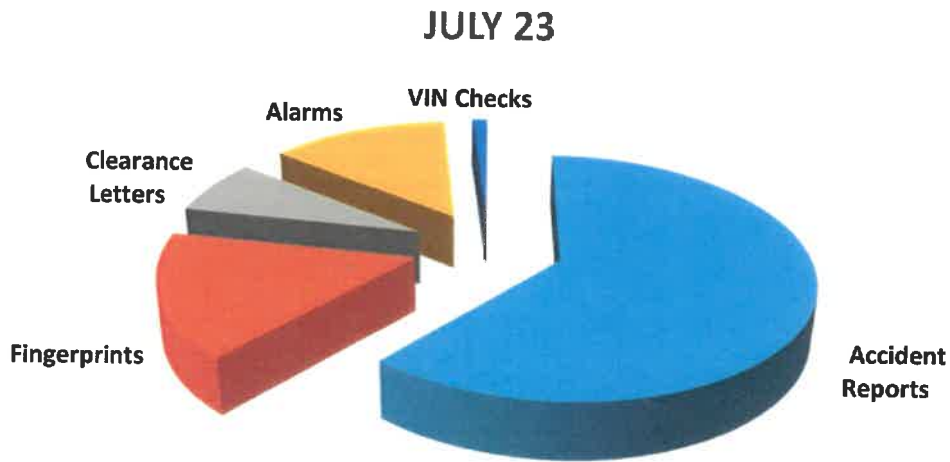
Monthly Report for July 2023



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.

	July 23	FY 22-23 YTD
Accident Reports	39	890
Fingerprints	38	241
Clearance Letters	10	109
Alarms	0	195
VIN Checks	3	17
TOTAL	90	1,452



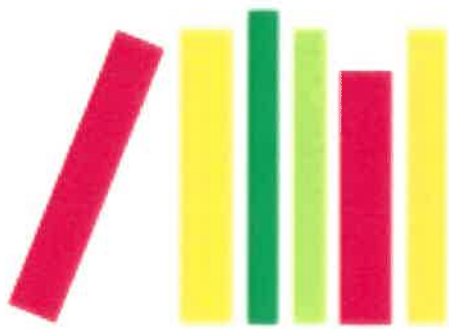
SPEER MEMORIAL LIBRARY

DOOR COUNT



JULY 2023

10,391



25,467



BOOKS CHECKED OUT



68

VOLUNTEER HOURS WORKED



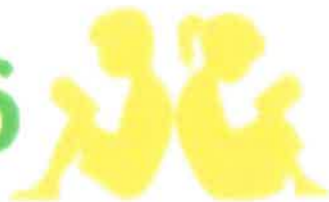
447

ADULT PROGRAM AUDIENCE



TEENS PROGRAM AUDIENCE 700

1,476



CHILDREN PROGRAM AUDIENCE

USE OUR

ONLINE RESOURCES

WWW.MISSION.LIB.TX.US



Speer Memorial Library
Published by Speer Lib · July 19 at 9:26 PM

Today's Scavenger Hunt was inspired by Claude Monet's water lily.



Speer Memorial Library
Published by Isabelle Muntz · July 26 at 3:43 PM

Today's time was great today. Like every Wednesday at 10 AM, we host toddler time for all our little ones. We read books, sing songs, and always have a craft ready to go. If you haven't stopped by to check us out, please do so because we're sure you'll come again the following week.



Speer Memorial Library
Published by Speer Lib · July 30 at 12:23 PM

During yesterday's Scavenger Hunt, everyone went crazy for llamas!



Speer Memorial Library
Published by Speer Lib · July 19 at 9:26 PM

Today's Teen Animanga Club was more My Hero Academia and an anime version of What Do You Meme! We hope everyone had fun! Join us next week for our monthly anime movie night! Ages 12-19 Only.
Also, just a reminder for all teens participating in our Teen Summer Reading Program: you can earn points for the big raffle by attending our weekly events!



Speer Memorial Library
Published by Speer Lib · July 27 at 12:44 PM

Our Teen Animanga Club watched 'Words Bubble Up Like Soda Pop', while we provided snacks and refreshments. Our Teen Animanga Club is for ages 12-19 years old and meets up every Wednesday at 6:00pm. If you are interested and want to know more information, please call us at (956) 580-6753. We hope to see you all next week!



Speer Memorial Library
Published by Speer Lib · July 18

For today's Arts & Crafts for kids, we crafted spaceships that flew across a night sky! If anyone is interested in registering children to our Arts & Crafts lessons every Tuesday, please call us on Tuesdays at (956) 580-6753.



Speer Memorial Library
Published by Isabelle Muntz · August 2 at 2:42 PM

Once a month the library's book club gets together to discuss their book of the month. Yesterday they discussed 'The Grapes of Wrath' by John Steinbeck. If you're interested in joining our book club, please feel free to call 956-580-6750 and ask for the reference department.



Speer Memorial Library
Published by Speer Lib · August 10 at 4:27 PM

And with last night's Fiesta, we completed 2023's Teen Summer Reading Program! Congratulations to our Top Readers and Best Book Reviewer! Thank you to everyone who participated this summer, and a huge shoutout to **The Pizzeria - Mission** for donating the pizzas to our library! We couldn't have done this without everyone! We hope to see y'all again next summer!



Risk Management Departmental Monthly Report – July 2023

General Liability Claims

There were 2 liability claims filed against the City during the month of July.

Law Enforcement Liability Claims

There was 1 law enforcement liability claim filed against the City during the month of July.

Auto Liability Claims

There were 6 auto liability claims filed against the City during the month of July.

City Property Claims

There was 0 property claims for the city during the month of July.

Worker's Comp

There have been 8 Workers' Compensation claims filed during the month of July.

- 3 were Civil Service Employees.
 - 2 were Covid-19 Claims.
- 5 were Non-Civil Service Employees.

As of July 31st, we have 5 employees out on injury leave and 3 employees on Light/Modified Duty. A total of 5 employees returned to full duty in July.

MISSION HISTORICAL MUSEUM

Departmental Report July 2023

"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 2022-2023										
Performance Indicators	October	November	December	January	February	March	April	May	June	July
General Attendance	62	20	65	72	111	267	30	108	51	260
Programs	1,000	0	123	40	185	0	0	40	0	68
Tours	0	5	0	0	2	0	0	0	0	0
Social Media	3,789	3289	9,179	3,785	2,839	12,261	8,996	13,497	24,453	28,695
Outreach	0	60	20	0	165	0	20	625	0	500
Meetings Hosted	0	0	0	0	20	0	0	0	40	0
Total:	4,851	3,374	9,387	3,895	3,322	12,528	9,046	14,270	24,544	29,523

of people served (July 1– July 31)

Public and Educational Programs/Events

Past Programs/Events:

- July 3rd Fourth of July event
- July 6th Preview Party: Leagues of Our Own
- July 7th Leagues of Our Own Exhibit Opening
- July 7th Craft Days at the Annex
- July 14th Craft Days at the Annex
- July 20th Movie at the Club: Super Mario Brothers
- July 21st Craft Days at the Annex
- July 28th Craft Days at the Annex

Upcoming Programs/Events:

- Sept 9th MHM Lecture Series – Noe Torres
- Sept 15th Leagues of Our Own Exhibit Closes
- Sept 23rd Bentsen State Park Program
- Oct. 4th Community Altar Exhibit Opens
- Oct 6th Community Altar Exhibit goes Live Online
- Oct 14th MHM Lecture Series (Solar Eclipse)
- Oct 21st Annual Membership Mtg
- Oct 21st Dia de los Muertos Festival

Other Items:

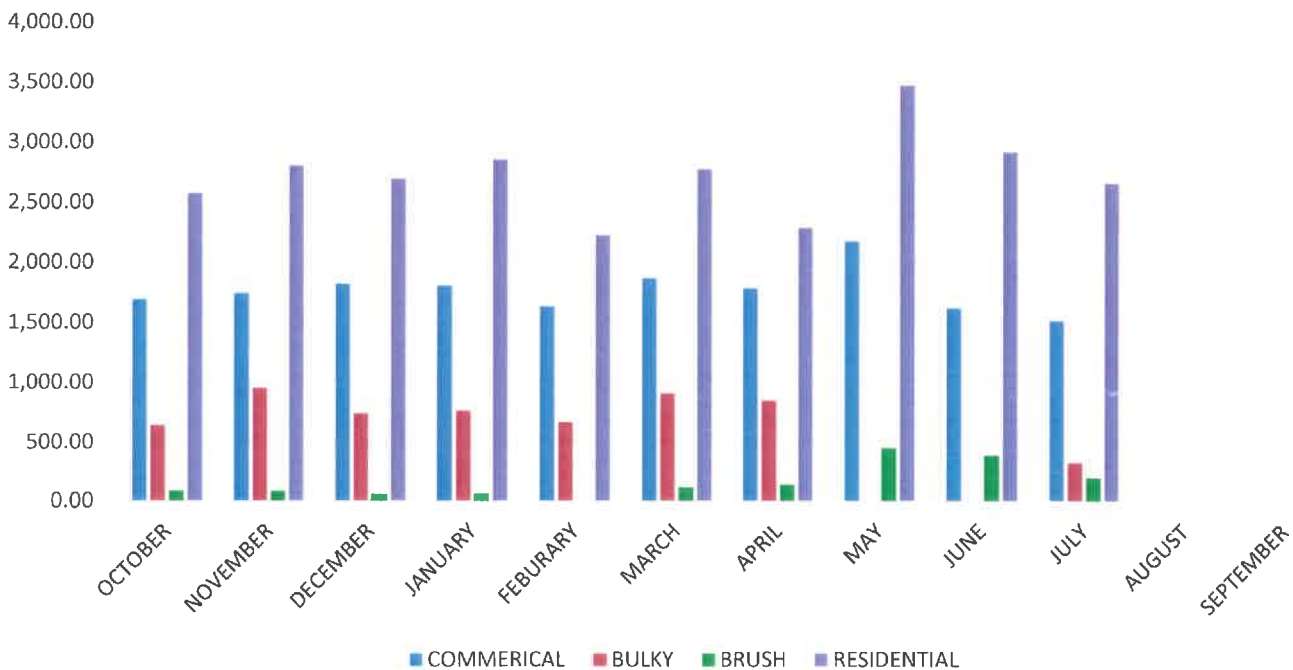
- Ongoing History of Mission Loteria (possible work with chamber)
- Summer Sports Exhibit w/Sharyland High School
- Fall Mini Ofrenda Project w/Girl Scout Troop
- Aug 21st Community Altar Registration Opens
- Aug 21st DOD Vendor Registration Opens

SANITATION DEPARTMENT

For the month of July 2023, the City of Mission Sanitation Department disposed of a combined **4993.75** tons of trash/bulky items. In addition, 14728.00 cubic yards of brush was collected at our sanitation landfill.

Month	TONS	CUBIC YARDS	TONS	TONS	TONS
	RESIDENTIAL	BRUSH	BULKY	COMMERICAL	BRUSH
OCTOBER	2,574.99	6,552.00	636.00	1,688.36	88.452
NOVEMBER	2,804.30	6440.00	944.89	1740.00	86.94
DECEMBER	2,694.88	4648.00	735.00	1815.41	62.748
JANUARY	2,853.87	4928.00	758.30	1802.34	66.528
FEBURARY	2,225.51	380.18	662.74	1628.01	5.13243
MARCH	2773.08	8876.00	901.03	1865.25	119.826
APRIL	2285.99	10360	845.49	1782.01	139.86
MAY	3472.73	33,068.00	0	2172.34	446.418
JUNE	2917.36	28672.00	0.00	1616.70	387.072
JULY	2660.33	14728	324.33	1510.01	198.828
AUGUST					0
SEPTEMBER					0
Total	27263.04	118652.18	5807.78	17620.43	1601.80443

2022 - 2023 SANITATION PICK UP (TONS)



Mission Event Center Revenue Ledger
07/01/2023 - 07/31/2023

Event Name	Event Date	Room Rental Charges	Alcoholic Beverage Charges	Other Charges (equipment, PD, catering)	Refundable Damage Deposit	Event GRAND TOTAL	Adjustments and Discounts	Payments Received	Balance Due
Sharyland Independent School District Leadership Academy	07/25/2023	\$3,350.00	\$0.00	\$375.00	\$500.00	\$4,225.00	\$0.00	\$4,225.00	\$0.00
Alayí Bembe Birthday	07/08/2023	\$2,500.00	\$1,351.73	\$1,375.00	\$500.00	\$5,726.73	\$0.00	\$5,726.73	\$0.00
STS Training Seminar	07/01/2023	\$1,350.00	\$254.00	\$250.00	\$500.00	\$2,354.00	\$0.00	\$2,354.00	\$0.00
Citrus Fiesta Car Show	07/29/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,500.00)	\$0.00	\$0.00
Quintanilla Wedding	07/09/2023	\$1,250.00	\$0.00	\$375.00	\$500.00	\$2,125.00	\$0.00	\$2,125.00	\$0.00
Granados Quinceanera	07/15/2023	\$1,500.00	\$1,619.00	\$625.00	\$500.00	\$4,244.00	\$0.00	\$4,244.00	\$0.00
Solis Quinceanera	07/01/2023	\$1,250.00	\$1,557.00	\$675.00	\$500.00	\$3,982.00	\$0.00	\$3,982.00	\$0.00
Chik-fil-A Engagement	07/29/2023	\$9,500.00	\$0.00	\$725.00	\$500.00	\$10,725.00	\$0.00	\$10,725.00	\$0.00
Revival RGV Mission	07/13/2023	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00
City of Mission Police Dept. Juvenile Training Class	07/14/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Texas Police Chief Association	07/18/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,950.00)	\$0.00	\$0.00
Miss Texas Empire	07/28/2023	\$1,250.00	\$0.00	\$350.00	\$500.00	\$2,100.00	\$0.00	\$2,100.00	\$0.00
Texas Water Development Board	07/26/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,250.00)	\$0.00	\$0.00
Naturalization Ceremony	07/21/2023	\$2,850.00	\$0.00	\$600.00	\$0.00	\$3,450.00	\$0.00	\$3,450.00	\$0.00
City of Mission July 4 Celebration	07/02/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City of Mission July 4 Celebration	07/03/2023	\$0.00	\$653.00	\$0.00	\$0.00	\$653.00	\$0.00	\$653.00	\$0.00
Speedy Memorial Foundations Scholar Recipients	07/16/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
City of Mission Police Dept. Graduation Ceremony	07/31/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,500.00)	\$0.00	\$0.00
Cross Church	07/09/2023	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	\$0.00	\$500.00	\$0.00
Sharyland Band Rehearsal	07/24/2023	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	\$0.00	\$0.00	\$1,000.00
TOTAL		\$27,300.00	\$5,434.73	\$5,350.00	\$4,000.00	\$42,084.73	(\$7,200.00)	\$41,084.73	\$1,000.00



Public Works

July 2023 Monthly Report

Water Treatment Plant Projects



2250 Pump



2250 Pump Maintenance



1400 Pump Maintenance



8-Inch Trash Pump Repair



Lift Sta. Pump 6 Maint.

Waste Water Plant Projects



Rotor Blades for 3East & 3West Rotors

Storm Drainage Construction Projects



Esperanza Drainage



Gabriel Drainage



Glasscock Drainage



Stewart Drainage



Public Works Projects



**PUBLIC WORKS
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Utility Billing and Collection

ANALYTICAL STATISTICAL COMPARISON				
‡ UTILITY BILLING ‡				
BILLING TYPE	July - 2023	July - 2022	Y-T-D 22-23	Y-T-D 21-22
Water Consumption (Gals.)	376,502,000	427,572,000	3,389,544,000	3,610,669,000
Number of Customers	29,888	29,412		
WATER & WASTEWATER				
Water Sales	\$ 1,255,045	\$ 1,248,210	\$ 11,045,882	\$ 10,683,719
Water Sales - <i>Granjeno</i>	2,205	2,776	22,440	24,052
Connections	30,190	12,530	183,975	124,803
Reconnect Fees	5,850	3,680	52,395	88,360
Sewage Service	694,302	511,315	6,002,004	5,419,403
Sewage Service - <i>Granjeno</i>	1,183	1,278	12,448	14,101
Industrial Sewer Surcharge	1,062	448	6,399	6,875
Wastewater Assessment	10,010	6,950	78,415	64,170
Service Charge	8,125	3,386	82,323	43,889
Garage Sales & Other	4,930	4,390	37,776	30,329
Total	\$ 2,012,902	\$ 1,794,963	\$ 17,524,057	\$ 16,499,701
SANITATION				
Garbage Fees	\$ 616,491	\$ 593,786	\$ 6,171,667	\$ 5,917,017
Brush Fees	103,013	67,753	853,055	678,393
Total	\$ 719,504	\$ 661,539	\$ 7,024,722	\$ 6,595,410
DRAINAGE ASSESSMENT FEE				
Drainage Assessment Fee	\$ 104,392	\$ 84,848	\$ 962,417	\$ 847,705
Total	\$ 104,392	\$ 84,848	\$ 962,417	\$ 847,705
Total Billing	\$ 2,836,798	\$ 2,541,350	\$ 25,511,196	\$ 23,942,816
‡ UTILITY COLLECTIONS ‡				
COLLECTIONS	July - 2023	July - 2022	Y-T-D 22-23	Y-T-D 21-22
Total Collections	\$ 1,915,205	\$ 1,754,458	\$ 17,124,426	\$ 16,105,765

Water Distribution

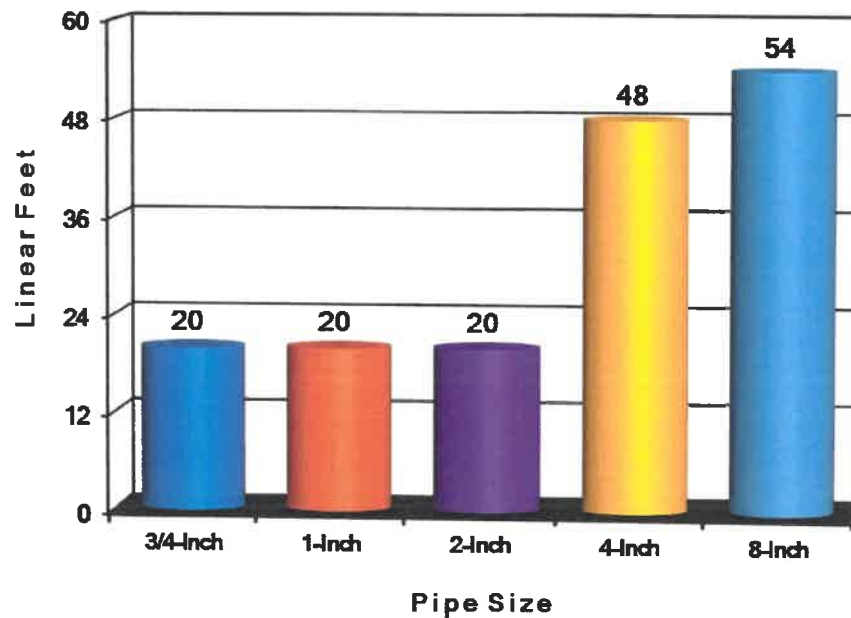
Utility Line Installation

Water Distribution Crews installed a total of 162 Linear Feet of Utility Line. And maintained twenty-eight (28) major water breaks. Below are the locations where the broken line repairs took place.

**Water Distribution
Utility Line Installation**

3/4-Inch	1-Inch	2-Inch	4-Inch	8-Inch
301 Melba Carter 20'	1226 Oak Street 20'	320 W. 6 th Street 20'	1612 Corales 14'	Conway/Kika de la Garza 20'
			1013 Blake 14'	Old K-Mart, Bryan 20'
			300 S. Bryan 20'	Lift Sta 3, Mayberry 14'
20 LF	20 LF	20 LF	48 LF	54 LF

**July 2023
Utility Pipe Line Installation**

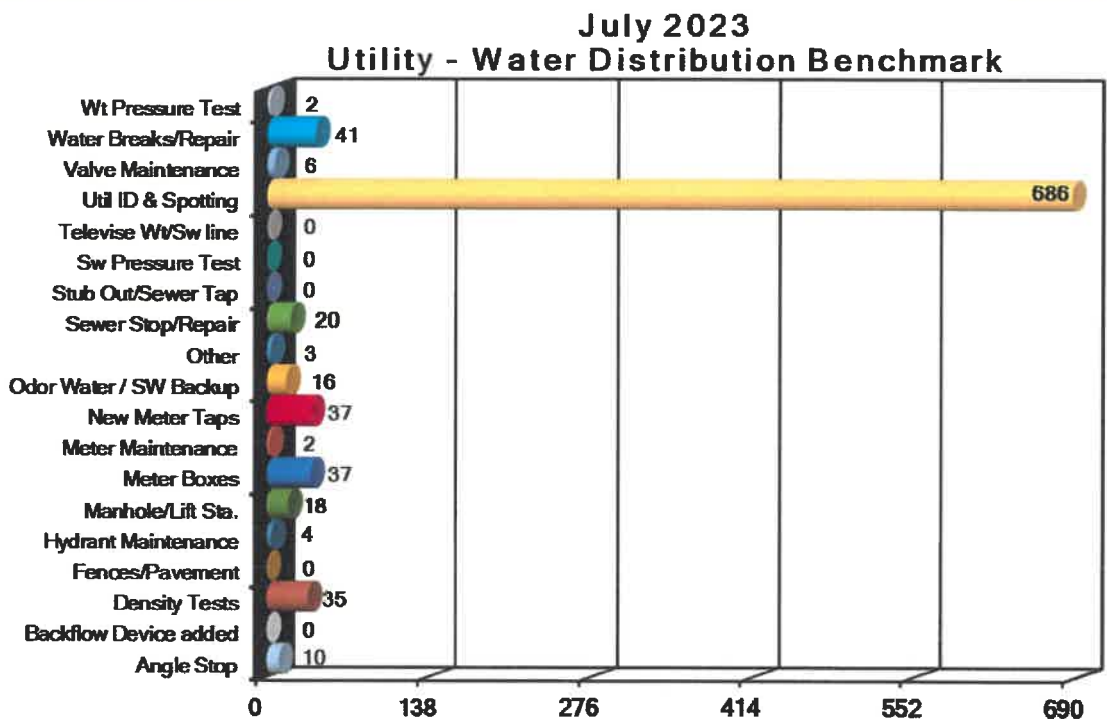


Water Distribution

Water Distribution - Maintenance Benchmark Summary

The following is Water Distribution's maintenance benchmark summary for July 2023.

Service Type	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Y-T-D 22-23	F-Y 21-22
Angle Stop	18	9	12	9	6	10	12	2	9	10	97	154
Backflow Device Added	0	0	0	0	0	0	0	0	0	0	0	1
Density Tests	64	106	47	0	0	5	36	119	42	35	454	235
Fences/Pavement	0	1	5	0	2	0	1	1	0	0	10	16
Hydrant Maintenance	110	61	0	0	61	78	3	0	1	4	318	307
Manhole/Lift Station	1	0	6	14	0	0	4	26	17	18	86	60
Meter Boxes	34	32	33	25	51	48	42	36	62	37	400	498
Meter Maintenance	4	4	4	9	0	4	3	2	3	2	35	57
New Meter Taps	36	32	35	26	51	48	42	36	63	37	406	503
Odor Water	26	19	35	32	33	21	25	26	20	16	253	294
Other	8	6	4	4	0	1	4	35	8	3	73	96
Sewer Stop/Repair/Tap	2	6	40	31	7	3	29	34	24	20	196	88
Stub Out	0	0	0	0	0	0	0	0	0	0	0	0
Sewer Pressure Test	0	16	17	55	8	28	10	0	17	0	151	23
Televise Sewer line	0	0	0	0	0	0	0	0	0	0	0	5
Utility ID & Spotting	636	424	538	670	686	553	659	768	715	686	6,335	5,298
Valve Maintenance	2	3	1	2	0	1	1	3	2	6	21	24
Water Break/Repair	36	44	34	23	14	19	18	12	11	41	252	324
Water Pressure Test	3	21	5	33	3	15	0	1	2	2	85	53
Totals	980	784	816	933	922	834	889	1101	996	917	9,172	8,036



Water Distribution - Utility Inspections Our Utility Inspectors, Mr. Lupe Vela and Mr. Carlos Fuentes, conducted inspections on the thirty-one (31) sites with 686 Inspections, 1 Hydrostatic Test and 35 Density Tests.

2022-23 Sites Under Construction

	Site/Subdivision	Start Date	Completion Date	Location	Inspection Description
1	All Heart Church	3/2023		3 Mile / Shary	Under Construction
2	Amber Grove	2/2023		2 ¼ Trosper	Under Construction
3	Augusto Contreras	2/2023		Shary / Bus 83	Under Construction
4	Bentsen Grove	9/2022		Inspiration / 1 Mile South	Under Construction
5	Bentsen Palm PH III	1/2023		Inspiration / 1 Mile South	Under Construction
6	Brilliant Academy PH I	3/2023		Los Ebanos / Charles St.	Under Construction
7	Bryan Pointe PH II	2/2023		Bryan / 1 st Street	Under Construction
8	Cap Storage Victoria Drive, LLC	6/2023		Shary / Victoria	Under Construction
9	City of Mission W-A15, S Conway L.S.	7/2020		Trinity / Conway South	Under Construction
10	Coastal Plaza	11/2021		Expressway / Bryan Road	Under Construction
11	Conway Avenue Sewer Project	2/2022		2 Mile / Conway	Under Construction
12	Cross Church	7/2023		Expressway / Glasscock	Under Construction
13	El Milagro PH I	12/2022		Los Indios / Bryan	Under Construction
14	Excel Carriers	7/2023		3 Mile / La Homa	Under Construction
15	Garden Path	9/2022		Taylor / FM 495	Under Construction
16	iHop	2/2023		North Conway	Under Construction
17	Lantana Landing	2/2022		2 ¼ Mile / Trosper	Under Construction
18	Las Esperanzas	1/2023		Glasscock / Frontage 83	Under Construction
19	Lucksinger Apartments	9/2021		Lucksinger / Bus 83	Under Construction
20	Manok Harbor Freight	2/2023		Frontage / Conway	Under Construction
21	Mayberry Ranch	1/2023		3 Mile North Mayberry	Under Construction
22	Mr. Marquez Superior Granit	7/2023		Shary / 4 th Street	Under Construction
23	Plantation Grove Town Homes	9/2022		Plantation Boulevard	Under Construction
24	Quest Gateway	5/2023		Frontage / Bryan	Under Construction
25	Ragland Village	1/2023		Business 83 / Ragland	Under Construction
26	Sendero Phase I	1/2023		1 Mile South	Under Construction
27	Sendero Phase II	2/2022		1 Mile South	Under Construction
28	Sharyland Bus Park PH I	3/2022		Anzalduas / Military	Under Construction
29	Shary Town Plaza	7/2023		Shary / 4 th Street	Under Construction
30	Speedy Trails	2/2022		West Mile 2 / Holland	Under Construction
31	The Shops At 495	9/2022		FM 495 / Conway	Under Construction

2022-23 Water & Wastewater Major Ongoing Construction Projects

Project Name	Linear Feet	Construction Completion	Current Status	Construction Cost Estimate	Contractor
North Conway Sewer Improvements	5,280 LF (Mile 2 to Mile 3)	90%	90%	\$ 667,110	RDH Site & Concrete LLC

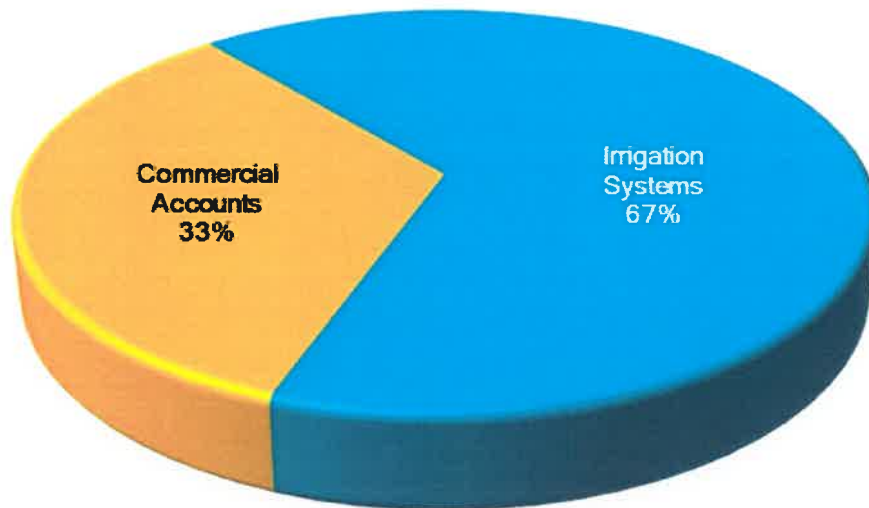
Water Distribution - Backflow Prevention Inspections

There were fifteen (15) Backflow Prevention Assembly Inspections that Mauro Anzaldúa Jr. performed to keep our water lines free from back siphonages and water backflow contamination for July.

2022-23 Backflow Inspections

Tests / Surveys	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Y-T-D 22-23	F-Y 21-22
Inspection of <i>Commercial</i> Accounts	6	5	9	6	9	4	7	6	7	5	64	77
Inspection of <i>Sprinkler</i> Accounts	15	13	18	14	15	12	13	11	13	10	134	121

July 2023
Backflow Prevention Inspections



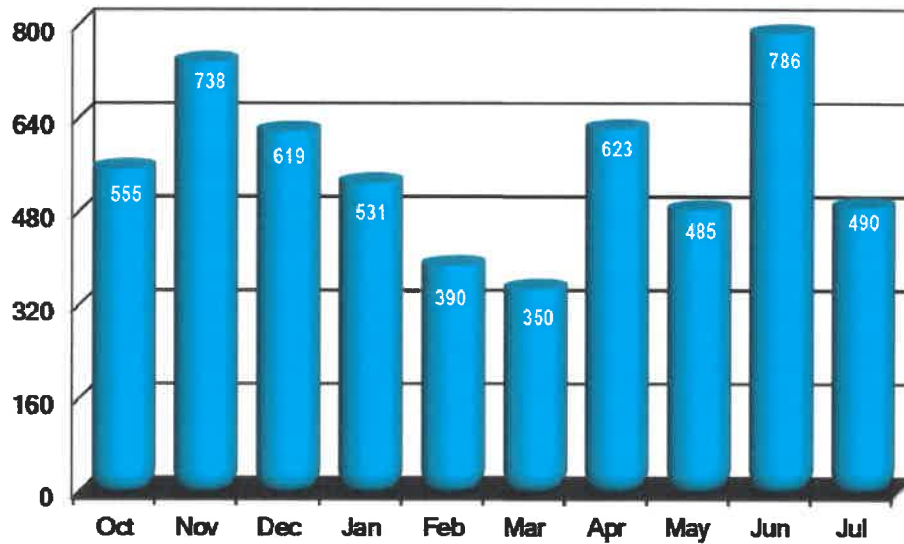
Water Distribution - Sewer Collection

Our Sewer Collection Crews inspected and maintained monthly the City’s 40 active Sewer Lift Stations and approximately 369 miles of sewer lines by responding to 16 sewer backups and 490 work orders this month.

2022-23 Sewer Collection Lift Station Inspections

Service Type	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Y-T-D 22-23	F-Y 21-22
Lift Stations Inspections	555	738	619	531	390	350	623	485	786	490	5,567	4,631
Televised Sites	0	0	0	0	0	0	0	0	0	0	0	5
Televised Feet	0	0	0	0	0	0	0	0	0	0	0	600

Sewer Collection Lift Station Inspections



Water Treatment Plant

Water Production Water Plant Operators at our North and South Water Treatment Plants treated 495.680 million gallons of water.

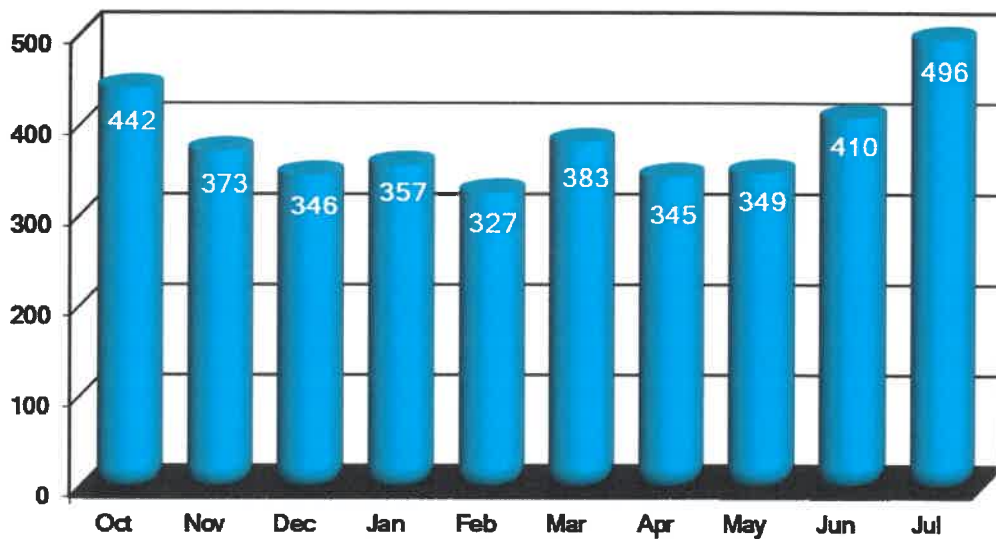
2022-23 Water Million Gallons (MG)

Avg	Max	Min	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Y-T-D 22-23	F-Y 21-22
16	18	13	442	373	346	357	327	383	345	349	410	496	3,828	4,882

Parameters Exceeded: N/A

Rainfall: 1.0"

2022-23 Water Production Million Gallons (MG)



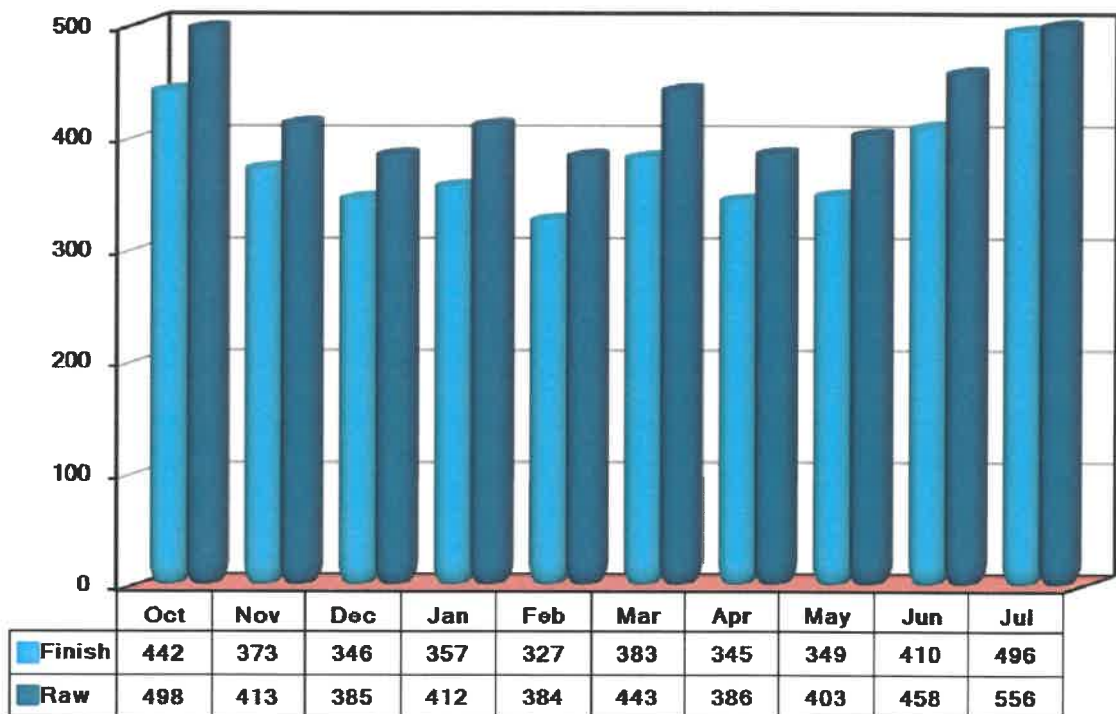
Operations and Maintenance - North Water Treatment Plant

- The International Dioxide (IDI) Company performed the chlorine dioxide generator monthly service, collected monthly chlorite samples, and did the Preventive Maintenance on Generators.
- Repaired Soft Starter for Treated Water Transfer Pump 7.
- 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 (IDI) Company collected the monthly chlorite samples and did the Preventive Maintenance on Generators.
- Preventive Maintenance was performed to the Trash Pump.
- Repaired motors and pumps for the 2250 and 1400 Raw Water Pumps. Also, installed new valves.
- 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
2022-23 Raw & Finish Water
Million Gals. (MG)**



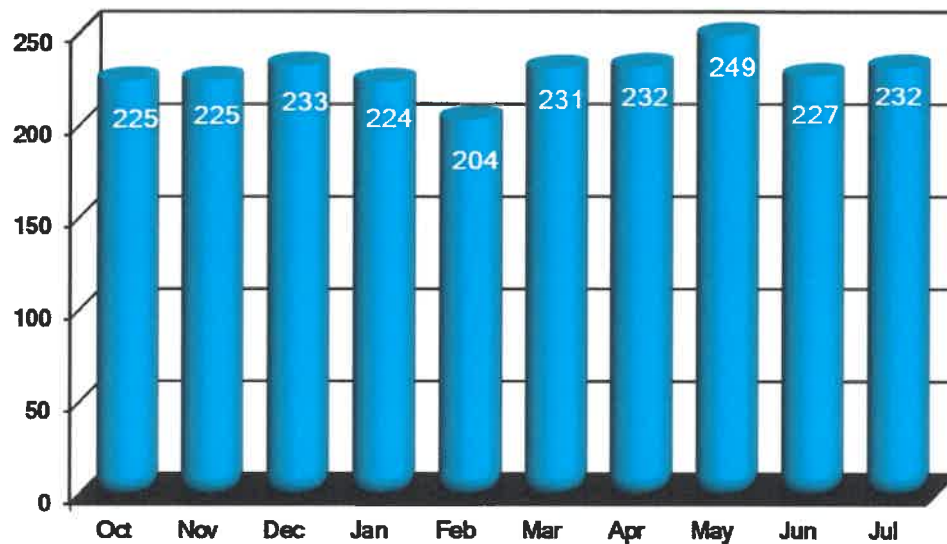
Wastewater Treatment Plant

Wastewater - Treatment Wastewater Plant staff treated 231.780 million gallons of Wastewater.

2022-23 Wastewater Million Gallons (MG)

Avg	Max	Min	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Y-T-D 22-23	F-Y 21-22
7.4	8.0	6.8	225	225	233	224	204	231	232	249	227	232	2,282	2,722

2022-23 Treated Wastewater Million Gallons (MG)



Wastewater - Wastewater Plant Status

No violations this month. Plant operated at 55.73% capacity and is rated at 13.5 mgd; Yearly averaged 7.524 mgd; There was 0.20 inches of rainfall recorded this month.

Wastewater - Risk Management Program

Wastewater Plant followed the suggested CDC Guidelines for COVID-19, as well as, all employees received Proper Protection Equipment when needed. Disinfectant spray was used to clean common areas. Facilities Department checked all filters for buildings with climate control systems and also checked safety equipment for fire hazard preparation.

Wastewater - Staff Developments

Saith Rodriguez, Travis Ray Dunn and Juan Cortez will be testing for a Wastewater "C" license. All classes have been taken and all operators are now ready for the next step in their careers. The Plant is planning to hire a Chief Operator.

Wastewater - Facility Activities

The Supervisory Staff continued to support the team with training goals and best practices towards maintaining the Plant in compliance with TCEQ regulatory inspections. The Plant will upgrade the Plant's UV Disinfection System. Xylem and City's Wastewater Plant have reached an agreement to start work plans on the rehabilitation of the Disinfection System. Plans to rehabilitate the disinfection system will allow the disinfection process to continue for an extended period of time without the added cost of new construction to main structures. Other Rehabilitation Projects will soon be looked at for the Main Lift Stations and Clarifier covers for the expansion side of the Plant.

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 continued 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 daily basis.

5. Maintenance Crew worked on Aerator 3 for the Pretreatment Pond and installed it at the Digester.
6. Maintenance Crew set up sampler at Rio Grande Juice Company.
7. Maintenance Crew worked on oil reservoir tank for blower system for both holding tanks.
8. Maintenance Crew worked on Lift Station pump 6.
9. Work was done on Rotor East 3 by Maintenance Crew.
10. Worked on all Odor Control Systems to reduce foul odors to the community.

Wastewater - Contract Work City's Contracted out electricians worked on the following.

1. J&E did not work at the Plant this month.
2. Hill-Tex work done at the Plant was as follows.
 - Worked on Lift Station Pump 6.
 - Worked on security camera system installation.
 - Worked on Aerator 5 on North Carrousel.
 - Worked on Generators for the old and westside of the Plant.
 - Worked on installing new blades for Rotors, 3 East and 3 West for the Digester.

Wastewater - Other Contract Work

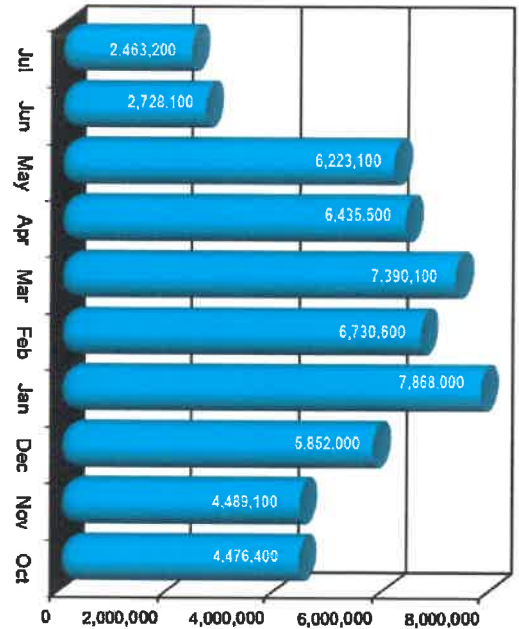
1. Denali continued to provide the Plant with sludge and grit removal services.
2. Cintas continued to provide uniform weekly services and the door mat replacements.
3. Polydine continued to supply us with polymer totes for aiding in sludge de-watering at Belt Press System.
4. Facilities Department worked on the Administration building.

Wastewater - Lab Status All supplies and equipment are meeting TCEQ standards and analysis are concurrent with Standard Methods. Plant Supervisors continued using the EPA Discharge Monitoring Report Federal Reporting System to comply with the TCEQ permit. The Lab has completed the ERA Annual Study for the QMR43.

Wastewater - Special Projects Capital improvements projects include an upgrade on the UV System, covers for UV protection and other needed projects. Also, Digester System upgrades are being discussed for future improvements, as well as, redundancy for our Dewatering Sludge System (Belt Press). Thickener Tank 2 needs rehab; Equipment is needed for the Thickener System for daily operations and provide more capacity to the Digester System. Melden & Hunt Engineers are looking into the rehabilitation needs for the Main Lift Station.

Pre-Treatment Five surface aerators and motors are operational. Clarifier at Pretreatment was cleaned up of debris on the surface. All industrial flows to the Plant continued to be accounted for by meter totalizers and truck tickets. The Lone Star Citrus Company transported 18 truckloads of 90,000 gallons of citrus wastewater to the Pretreatment System. Pretreatment flow of waste from Rio Grande Juice Company and MPI (Metal Plating Industry) totaled 2,463,200 million gallons. Total sludge hauled was 560 cubic yards equivalent to twenty-eight (28) roll off containers.

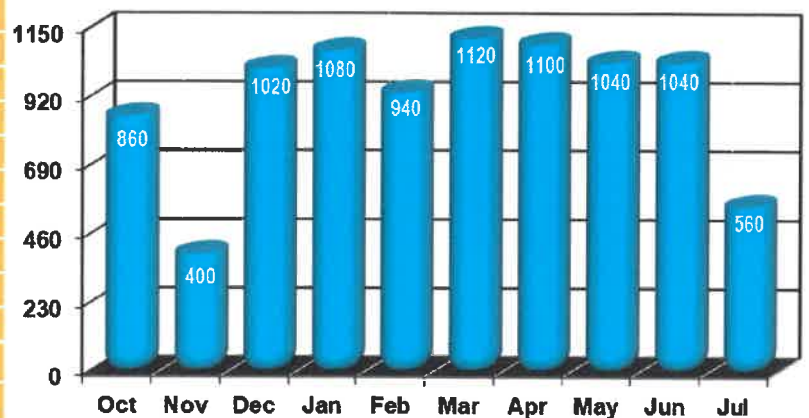
Pretreatment Flow (MG)



2022-23 Sludge Removal

Month	Roll Offs	Cubic Yards
Oct	43	860
Nov	20	400
Dec	51	1,020
Jan	54	1,080
Feb	47	940
Mar	56	1,120
Apr	55	1,100
May	52	1,040
Jun	52	1,040
Jul	28	560
YTD 22-23	458	9,160
F-Y 21-22	446	8,920

2022-23 Sludge Removal - Cubic Yards



Street Division - Benchmark Summary

Our Street Crews maintained streets using 77.31 tons of hot mix asphalt, patched approximately 675 potholes; placed a total of 38 signs (21 stop signs), 37 poles (cemented), 36 clamps; inspected and repaired 93 traffic lights and street lights and street lamps; 664 street miles swept; removed 220 tires; street crews cleared right-of-way tree limb obstructions throughout the City. There were 256 customers and a monetary Collection of Debris totaling \$7,397.

Street Improvement & Construction Projects

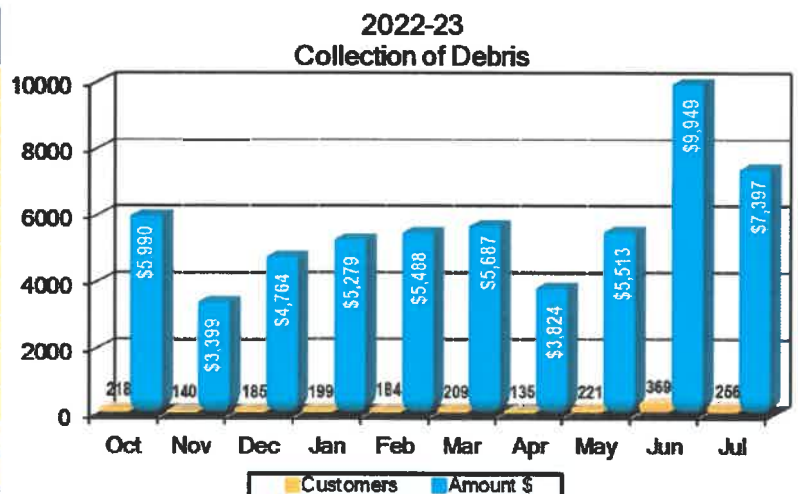
Project Name	Linear Feet	Construction % Completion	Current Status	Project Cost	Contractor
Various Streets Maintained	77.31	100%	100%	\$ 6,494	Street Department

Storm Drainage Improvement Projects

Project Name	Linear Feet	Construction Completion	Current Status	Construction Cost Estimate	Contractor
Esperanza Storm Drainage Improvements	13,635	85%	85%	\$ 5,736,827	Texas Cordia Const. LLC
Gabriel Storm Drainage Improvements	4,479	80%	80%	\$ 2,084,252	Texas Cordia Const. LLC
Stewart Storm Drainage Improvements	8,160	75%	75%	\$ 3,323,780	G&G Contractors.
Tulip Storm Drainage Improvements	4,991	100%	100%	\$ 1,818,646	Mor-Will Const. LLC

Collection of Debris There were 256 customers with a collection of debris totaling \$ 7,397.

Month	Customers	Amount \$
Oct	218	\$ 5,990
Nov	140	\$ 3,399
Dec	185	\$ 4,764
Jan	199	\$ 5,279
Feb	184	\$ 5,488
Mar	209	\$ 5,687
Apr	135	\$ 3,824
May	221	\$ 5,513
Jun	369	\$ 9,949
Jul	256	\$ 7,397
YTD 22-23	2,116	\$ 57,290
FY 21-22	2,251	\$ 60,525

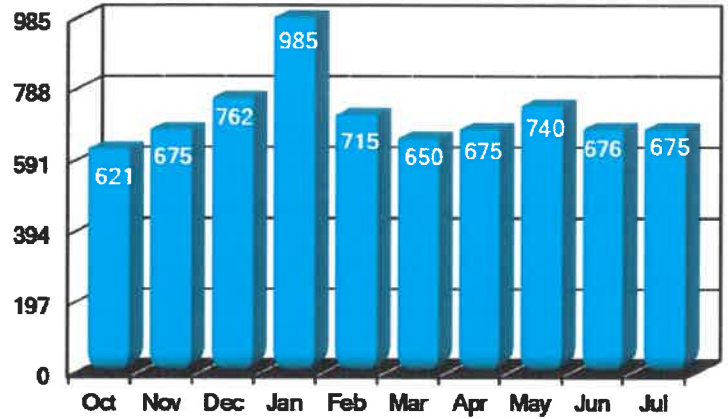


City Pothole Maintenance Street Crews filled a total of 675 potholes.

Pothole Benchmark

Month	Y-T-D 21-22	Y-T-D 22-23
Oct	780	621
Nov	710	675
Dec	820	762
Jan	780	985
Feb	820	715
Mar	875	650
Apr	675	675
May	785	740
Jun	785	676
Jul	775	675
Totals	7,805	7,174

**2022-23
Pothole Count**

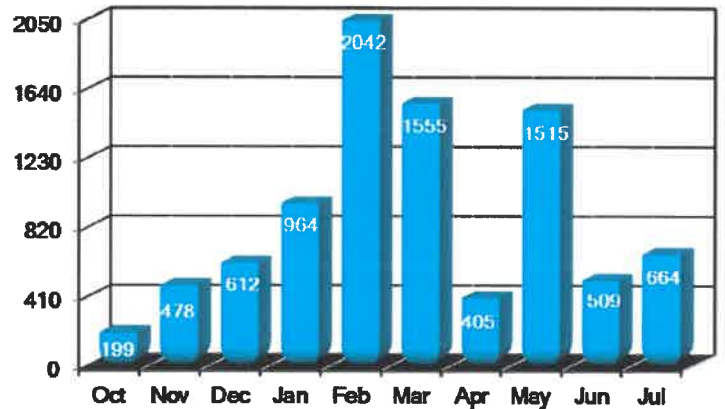


City Street Miles Swept Mr. Felipe Torres and Mr. Ruben Gutierrez, Sweeper Operators, cleaned 664 miles of curbside.

Street Sweeper Miles

Month	Y-T-D 21-22	Y-T-D 22-23
Oct	425	199
Nov	463	478
Dec	494	612
Jan	438	964
Feb	588	2,042
Mar	470	1,555
Apr	611	405
May	431	1,515
Jun	644	509
Jul	226	664
Totals	4,790	8,943

**2022-23
Street Miles Swept**

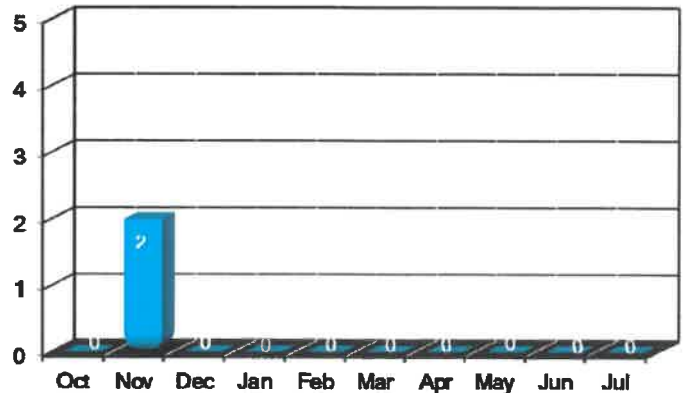


Lot Maintenance / Demolished Home There were no properties demolished.

Lot Maint. / Demolished Home

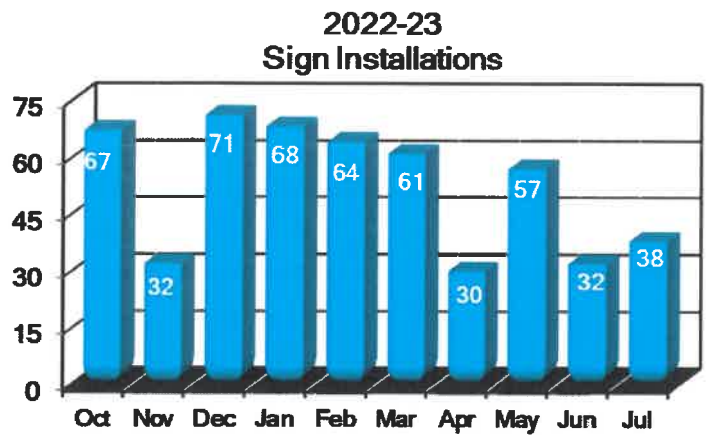
Month	Y-T-D 21-22	Y-T-D 22-23
Oct	0	0
Nov	0	2
Dec	0	0
Jan	0	0
Feb	0	0
Mar	0	0
Apr	0	0
May	0	0
Jun	0	0
Jul	0	0
Totals	0	2

**2022-23
Lot Maintenance / Demolished Home**



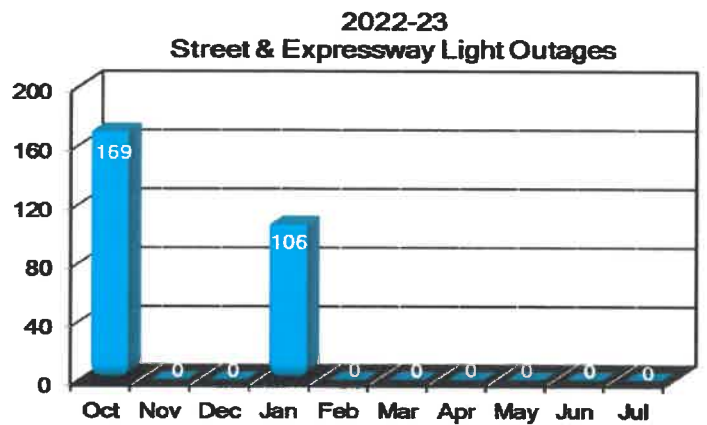
Sign Shop Output Measures Crews installed 38 signs and 37 poles (cemented), 36 clamps.

Month	Y-T-D 21-22	Y-T-D 22-23	22-23 Posts
Oct	55	67	37
Nov	40	32	34
Dec	50	71	31
Jan	45	68	58
Feb	15	64	45
Mar	54	61	40
Apr	23	30	24
May	20	57	57
Jun	25	32	32
Jul	42	38	37
Totals	369	520	395



Street Light Maintenance There were no Street Light inspections this month.

Month	Y-T-D 21-22	Y-T-D 22-23
Oct	285	169
Nov	20	0
Dec	30	0
Jan	295	106
Feb	26	0
Mar	15	0
Apr	16	0
May	15	0
Jun	25	0
Jul	476	0
Totals	1,203	275



Traffic Signal Light Maintenance

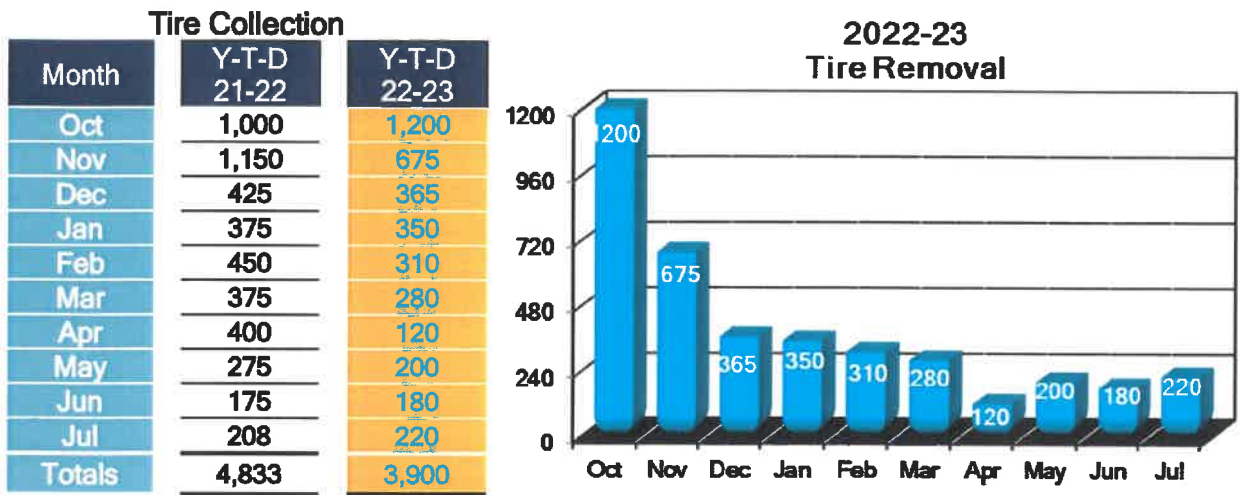
Month	School Zone			Traffic Signals Light Changes							
	Light Bulb Replacement	Re-set Controller	School Maint	Green	Red	Amber	Walk / Don't Walk	Trouble shoot Controller	Reg Maint	Misc	Total
Oct	1	1	1	1	0	0	0	0	24	15	43
Nov	0	0	4	0	1	0	4	0	17	19	45
Dec	1	15	17	3	3	4	6	3	0	20	72
Jan	0	3	4	3	1	4	8	5	23	46	97
Feb	0	0	7	1	3	2	3	8	20	48	92
Mar	0	0	0	3	2	1	0	9	27	49	91
Apr	0	0	12	1	11	1	3	9	26	24	87
May	0	0	0	1	3	3	3	6	3	40	59
Jun	0	0	30	7	5	8	0	4	30	14	98
Jul	0	0	30	1	2	1	3	10	17	29	93
YTD 22-23	2	19	105	21	31	24	30	54	187	304	777
FY 21-22	17	10	64	14	17	13	30	46	285	386	882

Storm Drainage

Street Crews cleared debris from storm drains and ditches throughout the City.

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 There were 220 tires removed from the City this month.



Fleet Department

2022-23 Maintenance & Cost Summary

Charge Code	Work Orders	Preventive Maintenance	Cost \$
Oil Changes / PM	58	58	\$ 21,800
Repairs	8	0	\$ 10,200
Totals	66	58	\$ 32,000
Y-T-D 22-23	739	570	\$ 452,500
F-Y 21-22	805	574	\$ 475,380

2022-23 Fleet Work Order Benchmark

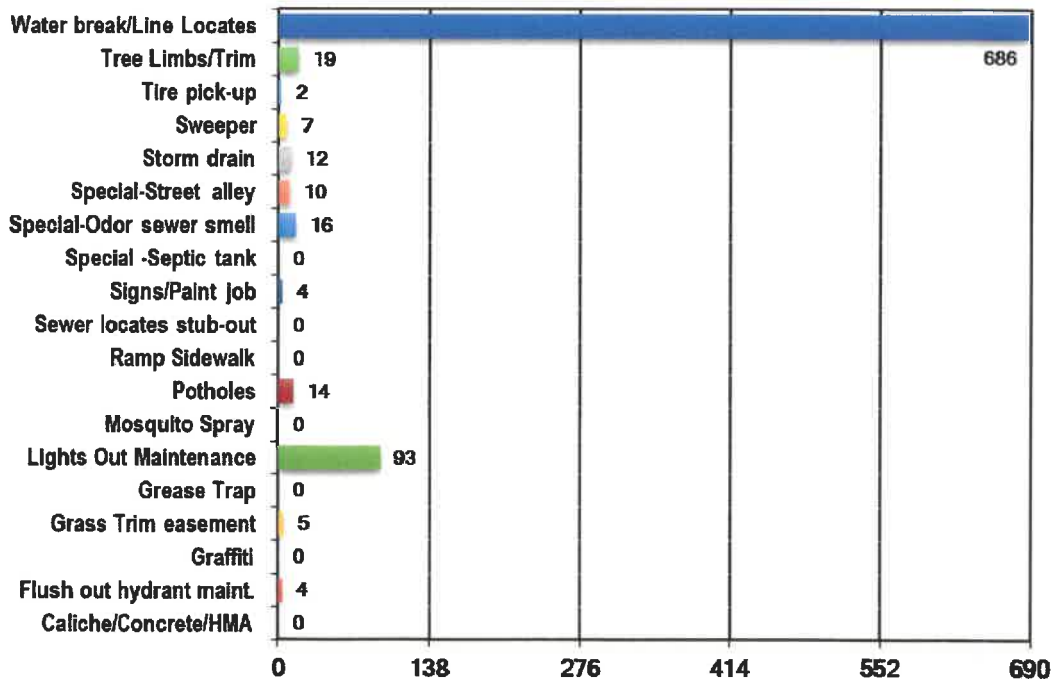


Administration

Request for Service Calls

Service Type	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Y-T-D 22-23	F-Y 21-22
Caliche/Concrete/HMA	2	1	1	0	0	1	0	0	1	0	6	14
Flush Hydrant Maint.	110	61	0	0	61	78	3	0	1	4	318	305
Graffiti	0	0	0	0	0	0	0	0	0	0	0	2
Grass Trim easement	15	6	6	4	5	3	23	56	28	5	151	171
Grease Trap	0	0	0	0	0	0	0	0	0	0	0	8
Lights Out Maintenance	212	45	72	203	92	91	87	59	98	93	1,052	2,087
Mosquito spray	0	0	0	0	0	0	0	0	0	0	0	5
Potholes	114	121	105	49	80	73	106	56	49	14	767	1,427
Ramp Sidewalk	0	0	0	0	0	3	2	0	1	0	6	1
Sewer locates stub-out	0	0	0	0	0	0	0	0	0	0	0	0
Signs/Paint Job	3	4	5	4	6	16	5	13	8	4	68	71
Special -Septic tank	0	0	0	0	0	0	0	0	0	0	0	0
Special-Odor smell	26	19	35	32	33	21	25	26	20	16	253	289
Special-Street alley	15	15	2	11	15	19	16	6	12	10	121	155
Storm drain	5	11	9	6	4	9	7	22	8	12	93	76
Sweeper	13	10	20	12	9	16	10	13	13	7	123	128
Tire pick-up	41	1	1	0	7	1	1	8	3	2	65	66
Tree Limbs/Trim	15	7	4	11	8	10	21	47	25	19	167	179
Water break/Line locates	672	468	538	670	686	572	659	780	726	686	6,457	5,339
Total	1,243	769	798	1,002	1,006	913	965	1,086	993	872	9,647	10,323

July 2023 Request for Service Calls

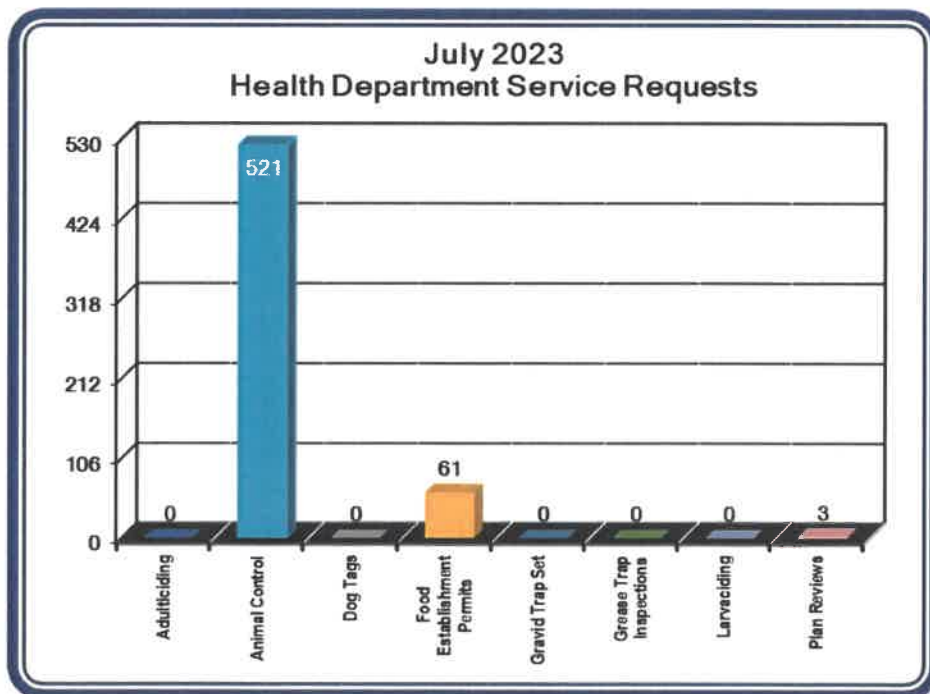


Health Department

Health Department Benchmark Summary

Following are the services provided by the Health Department for July 2023.

Service Type	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Y-T-D 22-23	F-Y 21-22
Adulticiding	0	0	0	0	0	0	0	5	0	0	5	4
Animal Control	585	394	419	489	422	618	609	677	607	521	5,341	5,888
Dog Tags	8	16	3	3	3	6	1	1	0	0	41	89
Food Est. Permits	64	42	54	66	66	51	38	52	63	61	557	722
Gravid Trap Set	0	0	0	0	0	0	0	0	0	0	0	3
Grease Trap Inspections	2	2	2	10	8	10	2	0	0	0	36	16
Larvaciding	0	0	0	0	0	2	3	2	0	0	7	8
Plan Reviews	8	8	6	7	6	4	7	6	11	3	66	102
Total	667	462	484	575	505	691	660	743	681	585	6,053	6,832

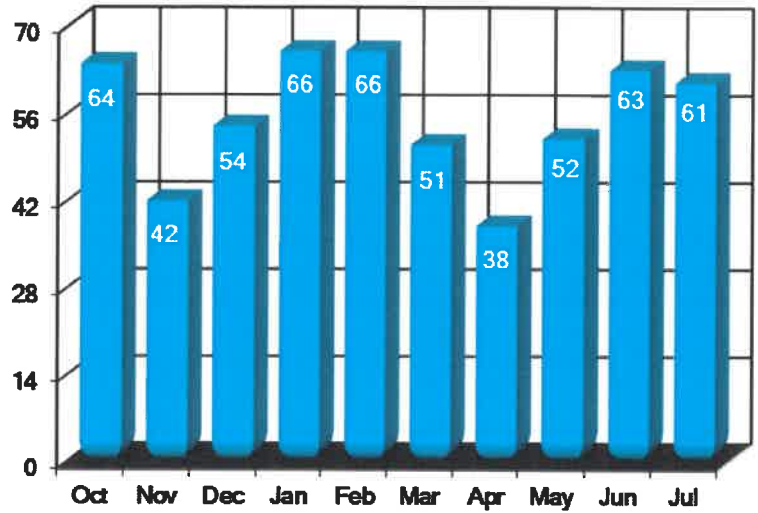


Health Permits

A total of 61 Food Establishment permits were issued this month.

Food Establishment Permits		
Month	Y-T-D 21-22	Y-T-D 22-23
Oct	53	64
Nov	33	42
Dec	20	54
Jan	73	66
Feb	48	66
Mar	45	51
Apr	43	38
May	49	52
Jun	113	63
Jul	67	61
Totals	544	557

2022-23 Health Permits

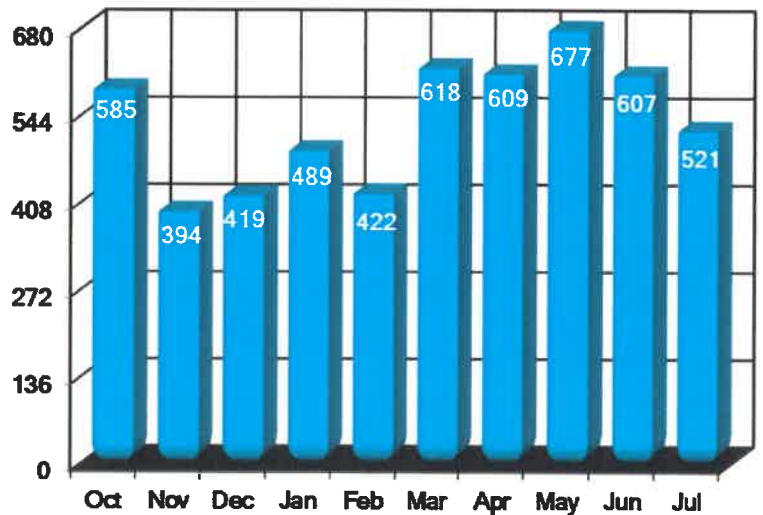


Animal Control Service Calls

Citizens called (521 calls) regarding Animal Control concerns.

Animal Control Calls		
Month	Y-T-D 21-22	Y-T-D 22-23
Oct	479	585
Nov	501	394
Dec	511	419
Jan	546	489
Feb	482	422
Mar	531	618
Apr	541	609
May	598	677
Jun	419	607
Jul	373	521
Totals	4,981	5,341

2022-23 Animal Control Service Calls



Health Department Animal Control

Our City's Animal Wellness Officers, David, Aaron, Mabely and Ivan, along with the staff from Alton and Palmview, reported the following Animal Control for July. There were 277 service orders completed.

Dogs

CITY	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape, Lost, Etc.	July	YTD 22-23
Mission	79	7	1	28	6	1	122	676
Alton	9	1	0	0	0	0	10	25
Palmview	3	0	0	2	2	1	8	96
July	91	8	1	30	8	2	140	
YTD 22-23	514	40	3	129	106	5		797

Cats

CITY	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape, Lost, Etc.	July	YTD 22-23
Mission	51	1	0	27	0	0	79	483
Alton	0	0	0	0	0	0	0	0
Palmview	3	1	0	0	0	0	4	29
July	54	2	0	27	0	0	83	
YTD 22-23	358	3	0	131	20	0		512

Wildlife

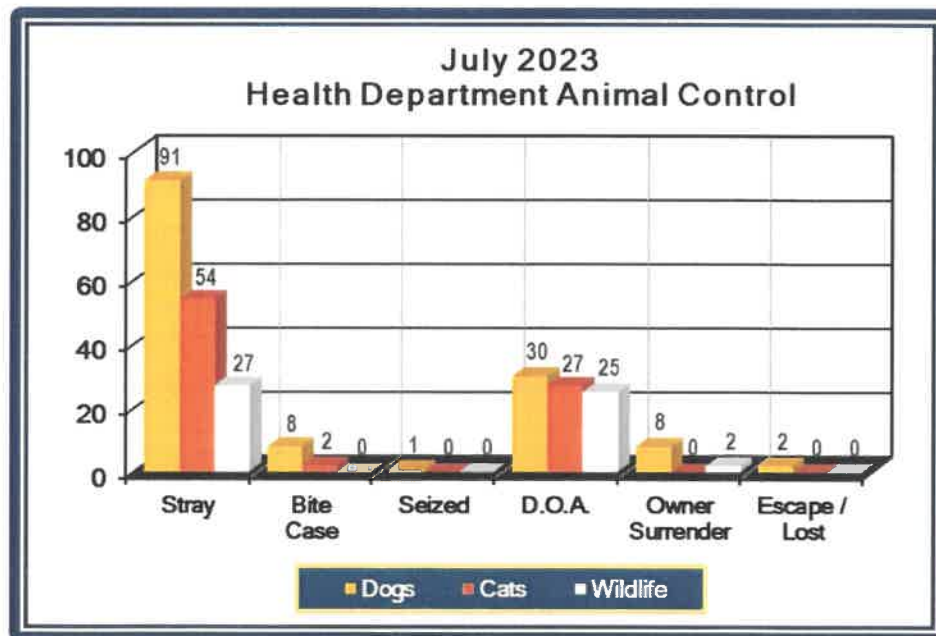
CITY	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape, Lost, Etc.	July	YTD 22-23
Mission	27	0	0	25	2	0	54	143
Alton	0	0	0	0	0	0	0	0
Palmview	0	0	0	0	0	0	0	4
July	27	0	0	25	2	0	54	
YTD 22-23	46	0	0	99	2	0		147

Health Department Animal Control (continued)

Below is our Health Department Animal Control Shelter summary of dogs, cats, and wildlife.

July 2023 Health Department Animal Control

Animal Type	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape / Lost	July	22-23 Y-T-D
Dogs	91	8	1	30	8	2	140	797
Cats	54	2	0	27	0	0	83	512
Wildlife	27	0	0	25	2	0	54	147
July	172	10	1	82	10	2	277	
22-23 Y-T-D	918	43	3	359	128	5		1,456





CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023

PRESENTED BY: Susana De Luna, Planning Director

AGENDA ITEM: Rezoning: Tract 1: A 9.00 acre tract of land, more or less, out of Lot 236, John H. Shary Subdivision; Tract 2: A 1.000 acre tract of land, more or less, out of Lot 236, John H. Shary Subdivision, (AO-I) Agricultural Open Interim to (R-1) Single Family Residential, Elite Development 786, LLC, c/o M2 Engineering, PLLC, and Adoption of Ordinance#____ - De Luna

NATURE OF REQUEST:

On August 9, 2023, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site is located ¼ mile South of E. Griffin Parkway (F.M. 495) along the West side of Taylor Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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: P&Z Approval

City Manager's Recommendation: Approval *RP*

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 TRACT 1: A 9.00 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 236, JOHN H. SHARY SUBDIVISION & TRACT 2: A 1.000 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 236, JOHN H. SHARY SUBDIVISION, FROM (AO-I) AGRICULTURAL OPEN INTERIM TO (R-1) SINGLE FAMILY RESIDENTIAL

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning request of August 9, 2023, 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. Monday, August 28, 2023, 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:

Legal Description	From	To
Tract 1: A 9.00 acre tract of land, more or less, out of Lot 236, John H. Shary Subdivision	AO-I	R-1
Tract 2: A 1.000 acre tract of land, more or less, out of Lot 236, John H. Shary Subdivision		

READ, CONSIDERED AND PASSED, this the 28th day of August, 2023.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.1

REZONING:

Tract 1: A 9.00 acre tract of land, more or less,
out of Lot 236, John H. Shary Subdivision
&
Tract 2: A 1.000 acre tract of land, more or less,
out of Lot 236, John H. Shary Subdivision
AO-I to R-1
Elite Development 786, LLC
c/o M2 Engineering, PLLC

REVIEW DATA

The subject site is located ¼ mile South of E. Griffin Parkway (F.M. 495) along the West side of Taylor Road – see vicinity map.

SURROUNDING ZONES:

N: R-3 – Multi-Family Residential
E: – City of McAllen
W: R-1 – Single Family Residential
S: R-1 – Single Family Residential

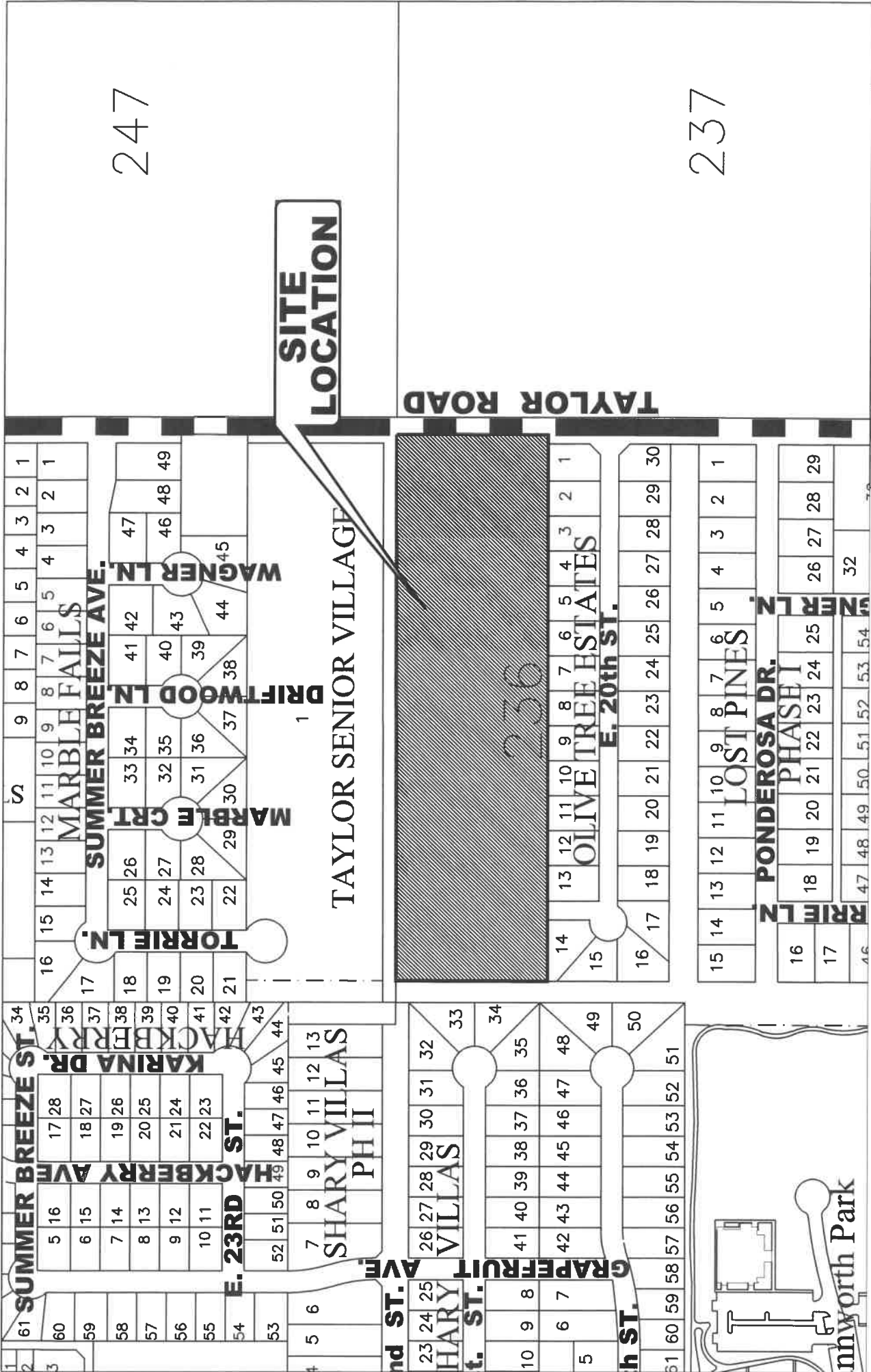
EXISTING LAND USES:

N: Taylor Senior Village
E: City of McAllen
W: Residential
S: Residential
Site: Vacant

FLUM: Low Density Residential (LD)

REVIEW COMMENTS: This 10-acre tract is mostly surrounded by Single Family Residential with the exception of the Taylor Senior Village. P&Z may recall seeing this 10-acre tract for R-3 (Multi-Family Residential) & R-1T (Townhouses) within the past year. However, due to the substantial amount of opposition from the surrounding property owners the applicant withdrew the request before it had the opportunity to be considered by the City Council. The applicant now wishes to rezone this property to R-1 (Single Family Residential). Staff notes that the proposed request is consistent with the Future Land Use Map and surrounding land uses, which reflects that R-1 remained the best compatible use for the neighborhood.

RECOMMENDATION: Approval.



247

237



CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 8th Street
 MISSION, TX 78572
 PH: (956) 380-8672
 FAX: (956) 380-8680

Item 7.



S2950-00-000-0236-15 (453963)
ELITE DEVELOPMENT 786 LLC
3244 TURQUIA
BROWNSVILLE TX 78520

S2950-00-000-0236-24 (555256)
JRJ INVESTMENT HOLDINGS LLC
5433 WESTHEIMER RD STE 1100
HOUSTON TX 77056

O3450-00-000-0001-00 (620025)
LEAL RODOLFO
2805 E 20TH ST
MISSION TX 78572

O3450-00-000-0002-00 (620026)
PHILLIPS ESTEBAN & GWENDOLYN
2803 EAST 20TH ST
MISSION TX 78572

O3450-00-000-0003-00 (620027)
ARIAS EDUARDO A & DIANA
2422 MIMOSA ST
MISSION TX 78574

O3450-00-000-0004-00 (620028)
RAMIREZ ERICK & LUISA
2707 E 20TH ST
MISSION TX 78572

O3450-00-000-0005-00 (620029)
HERNANDEZ REYNALDO JR & ALICIA M
2705 E 20TH ST
MISSION TX 78572

O3450-00-000-0006-00 (620030)
AGUILAR SUSANA S
2703 E 20TH ST
MISSION TX 78572

O3450-00-000-0007-00 (620031)
TREVINO FRANCISCO ARIEL
2701 E 20TH ST
MISSION TX 78572

O3450-00-000-0008-00 (620032)
VAUGHAN EUGENE III & ELVIRA A
2607 E 20TH ST
MISSION TX 78572

O3450-00-000-0009-00 (620033)
MARTINEZ ROLANDO
2605 E 20TH ST
MISSION TX 78572

O3450-00-000-0010-00 (620034)
PEREZ MARCOS & NORMA
2603 E 20TH ST
MISSION TX 78572

O3450-00-000-0011-00 (620035)
UECKERT WILLIAM & DOLORES G
2601 E 20TH ST
MISSION TX 78572

O3450-00-000-0012-00 (620036)
KONG HARRY & ALICIA
2507 E 20TH ST
MISSION TX 78572

O3450-00-000-0013-00 (620037)
AMADOR ROBERT D JR & MARIBEL
2505 E 20TH ST
MISSION TX 78572

O3450-00-000-0014-00 (620038)
ESPARZA MARCOS & FERNANDA
2001 CARDINAL ST
MISSION TX 78572

O3450-00-000-0015-00 (620039)
VILLARREAL ARTURO & MARIA G
2501 E 20TH ST
MISSION TX 78572

O3450-00-000-0016-00 (620040)
GARCIA AMADOR JR & LIZA M
2500 E 20TH ST
MISSION TX 78572

O3450-00-000-0017-00 (620041)
RIOS NADYA
2502 E 20TH ST
MISSION TX 78572

O3450-00-000-0018-00 (620042)
CURA JOEL
2504 E 20TH ST
MISSION TX 78572

O3450-00-000-0019-00 (620043)
RODRIGUEZ DANIEL O & PAOLA TORRE
2506 E 20TH ST
MISSION TX 78572

O3450-00-000-0020-00 (620044)
QUINTANILLA JUAN & OLIVIA
2600 E 20TH ST
MISSION TX 78572

O3450-00-000-0021-00 (620045)
FLORES LETICIA
2602 E 20TH ST
MISSION TX 78572

O3450-00-000-0022-00 (620046)
RODRIGUEZ NELDA
2604 E 20TH ST
MISSION TX 78572

O3450-00-000-0023-00 (620047)
CONFIDENTIAL
2606 E 20TH STREET TRUST
1100 AZIE MORTON RD APT 1105
AUSTIN TX 78704

O3450-00-000-0024-00 (620048)
MARTINEZ ASENCION
2700 E 20TH ST
MISSION TX 78572

O3450-00-000-0025-00 (620049)
GUAJARDO JUAN JOSE
1702 OAKLAND DR
MISSION TX 78573

O3450-00-000-0026-00 (620050)
CASTILLO ROGELIO
2704 E 20TH ST
MISSION TX 78572

O3450-00-000-0027-00 (620051)
GARCIA JOEL & ROSA
2706 E 20TH ST
MISSION TX 78572

O3450-00-000-0028-00 (620052)
PADILLA PALOMA & JOEL GARCIA JR
2800 E 20TH ST
MISSION TX 78572

O3450-00-000-0029-00 (620053)
 SANDOVAL EDGAR
 PO BOX 695
 WESLACO TX 78599

O3450-00-000-0030-00 (620054)
 OLIVARES EUGENIO A & YOLANDA I
 2810 ERNESTO DR
 EDINBURG TX 78539-7810

S2950-00-000-0245-38 (640409)
 MARQUEZ GLADIS
 2222 KARINA DR
 MISSION TX 78572

S3011-00-000-0031-00 (672834)
 PACHECO NARDA L & LUIS E
 2429 E 21ST ST
 MISSION TX 78572

S3011-00-000-0032-00 (672835)
 GARCIA MARTHA VALDEZ
 2129 EARTH LN
 MISSION TX 78573-9819

S3011-00-000-0033-00 (672836)
 LOPEZ-MARROQUIN ANA
 2433 E 21ST
 MISSION TX 78572

S3011-00-000-0034-00 (672837)
 MARQUEZ JUAN HUMBERTO & SILVIA
 3205 PAISAJE RD
 MISSION TX 78573-4514

S3011-00-000-0035-00 (672838)
 MOYA MARITONA
 2430 E 21ST ST
 MISSION TX 78572

S3011-00-000-0048-00 (672851)
 QUIROGA JOSE DAVID & DEYANIRA
 2431 E 20TH ST
 MISSION TX 78572

S3011-00-000-0049-00 (672852)
 AVALOS OCTAVIO AUGUSTO & YAIME
 2203 E 21ST ST
 MISSION TX 78572

S3011-00-000-0050-00 (672853)
 RUVALCABA LORENA S & JOSE L
 4002 N 42ND LN
 MCALLEN TX 78504

S3011-02-000-0012-00 (20829908)
 JUAREZ ROSA M & MANUEL
 1909 N 45TH
 MCALLEN TX 78501

S3011-02-000-0013-00 (20829909)
 MONTES JAIME GERARDO
 2431 E 22ND ST
 MISSION TX 78572

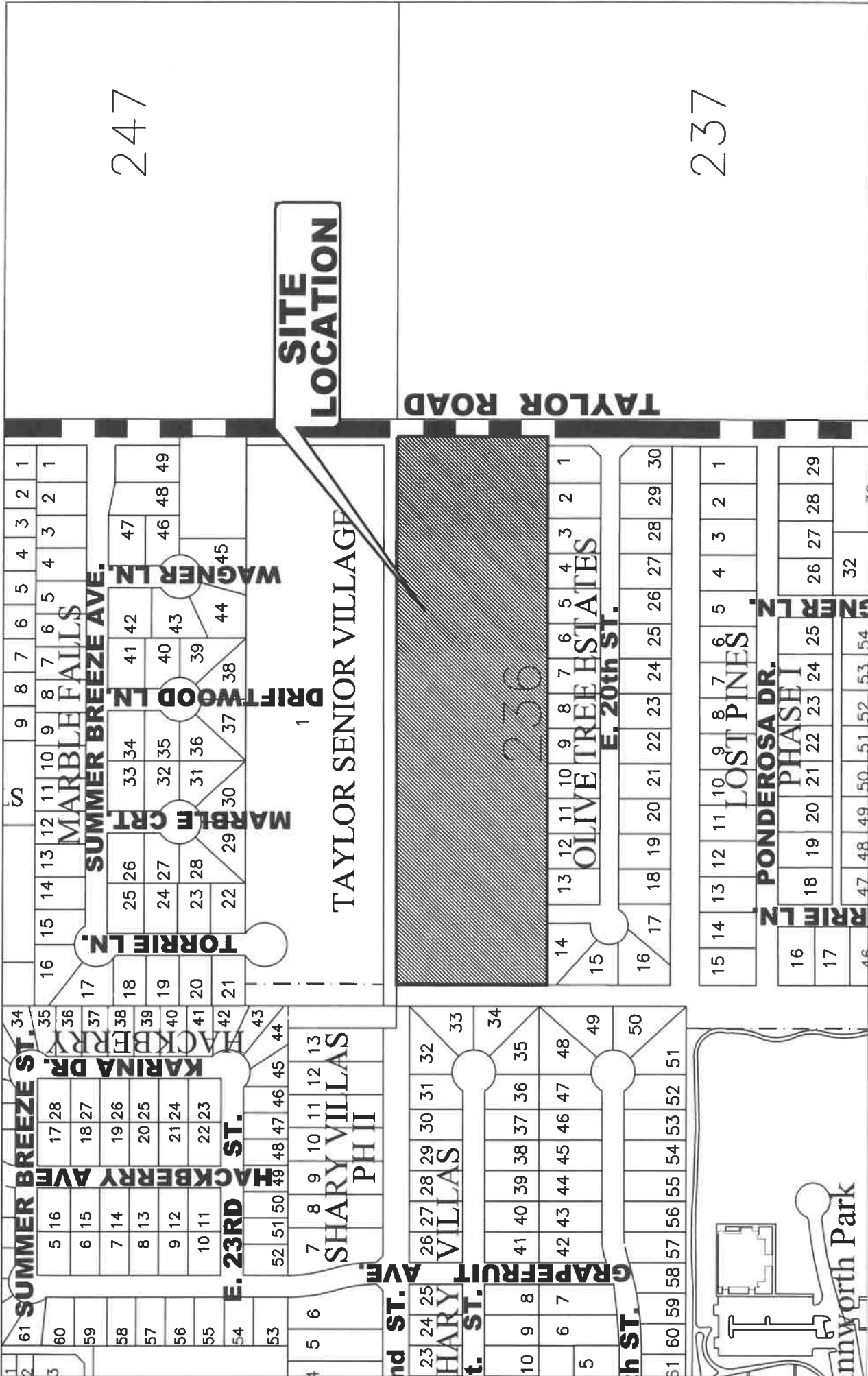
T1043-00-000-0001-00 (1125524)
 BAH TAYLOR SENIOR VILLAGE LTD
 6517 MAPLERIDGE
 HOUSTON TX 77081

247

237

SITE LOCATION

TAYLOR ROAD



CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 8th Street
 MISSION, TX 78372
 PH: (956) 580-8672
 FAX: (956) 580-8680

Item 7.

Started: 5:31 p.m.

Ended: 5:35 p.m.

Item #1.1

Rezoning:

**Tract 1: A 9.00 acre tract of land, more or less,
out of Lot 236, John H. Shary Subdivision
&**

**Tract 2: A 1.000 acre tract of land, more or less,
out of Lot 236, John H. Shary Subdivision
AO-I to R-1
Elite Development 786, LLC
c/o M2 Engineering, PLLC**

Ms. De Luna went over the write-up stating the subject site is located ¼ mile South of E. Griffin Parkway (F.M. 495) along the West side of Taylor Road.

SURROUNDING ZONES:

N:	R-3	– Multi-Family Residential
E:		– City of McAllen
W:	R-1	– Single Family Residential
S:	R-1	– Single Family Residential

EXISTING LAND USES:

N:	Taylor Senior Village
E:	City of McAllen
W:	Residential
S:	Residential
Site:	Vacant

FLUM: Low Density Residential (LD)

REVIEW COMMENTS: This 10-acre tract is mostly surrounded by Single Family Residential with the exception of the Taylor Senior Village. P&Z may recall seeing this 10-acre tract for R-3 (Multi-Family Residential) & R-1T (Townhouses) within the past year. However, due to the substantial amount of opposition from the surrounding property owners the applicant withdrew the request before it had the opportunity to be considered by the City Council. The applicant now wishes to rezone this property to R-1 (Single Family Residential). Staff notes that the proposed request is consistent with the Future Land Use Map and surrounding land uses, which reflects that R-1 remained the best compatible use for the neighborhood.

RECOMMENDATION: Approval.

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. Mr. Sanchez moved to close the hearing. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Sanchez moved to the approve the rezoning. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023
PRESENTED BY: Susana De Luna, Planning Director
AGENDA ITEM: Conditional Use Permit: To Build a Drive-Thru Service Window – 209 N. Shary Road, Being a 3.01 acres tract of land out of & forming part or portion of Lots 184 & 194, John H. Shary Subdivision (aka Lot 1, Shary Town Plaza Subdivision U/R), C-3, Auriel Investments, c/o Mario Reyna, Melden & Hunt, and Adoption of Ordinance#____ - De Luna

NATURE OF REQUEST:

On August 9, 2023 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located approximately 370' north of 1st Street along the westside of Shary Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Staff recommends life of use subject to: 1) Compliance with all City Codes (Building, Parking, Fire, Health, etc.); 2) Tenant must apply for their own conditional use permit.

Departmental Approval: N/A

Advisory Board Recommendation: P&Z Approval

City Manager's Recommendation: Approval *RP*

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 BUILD A DRIVE-THRU SERVICE WINDOW, 209 N. SHARY ROAD, BEING A 3.01 ACRES TRACT OF LAND OUT OF & FORMING PART OR PORTION OF LOTS 184 & 194, JOHN H. SHARY SUBDIVISION (AKA LOT 1, SHARY TOWN PLAZA SUBDIVISION U/R)

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of August 9, 2023, 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. Monday, August 28, 2023, 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:

Legal Description	Type	Conditions of Approval
209 N. Shary Road Being a 3.01 acres tract of land out of & forming part or portion of Lots 184 & 194, John H. Shary Subdivision (aka Lot 1, Shary Town Plaza Subdivision U/R)	To Build a Drive-Thru Service Window	1) Compliance with all City Codes (Building, Parking Fire, Health, etc.); and 2) Tenant must apply for their own conditional use permit

READ, CONSIDERED AND PASSED, this the 28th day of August, 2023.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.2

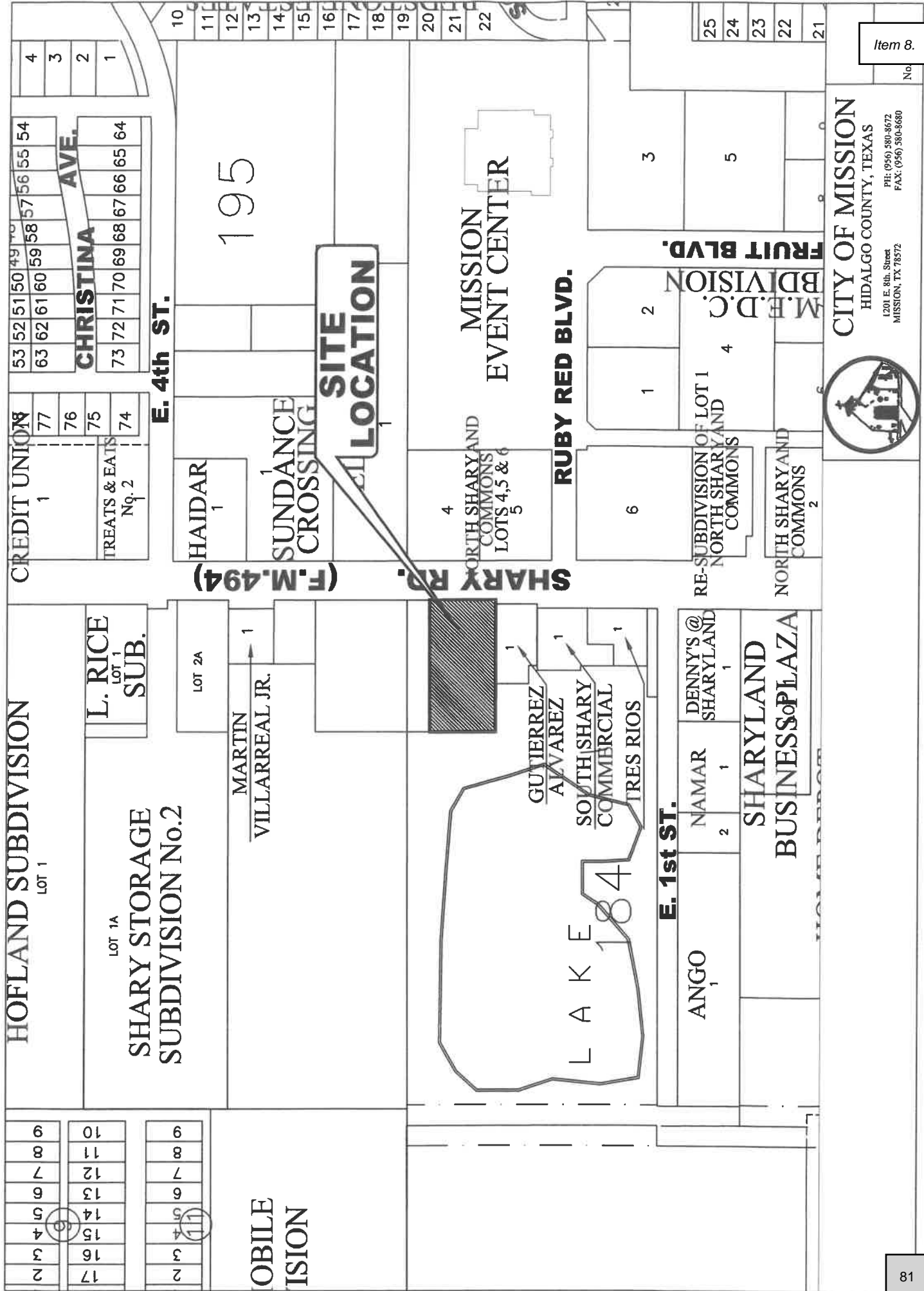
CONDITIONAL USE PERMIT: To Build a Drive-Thru Service Window
 209 N. Shary Road
 Being a 3.01 acres tract of land out of & forming
 Part or portion of Lots 184 & 194,
 John H. Shary Subdivision
 (aka Lot 1, Shary Town Plaza Subdivision U/R)
 C-3
 Auriel Investments
 c/o Mario Reyna, Melden & Hunt

REVIEW DATA

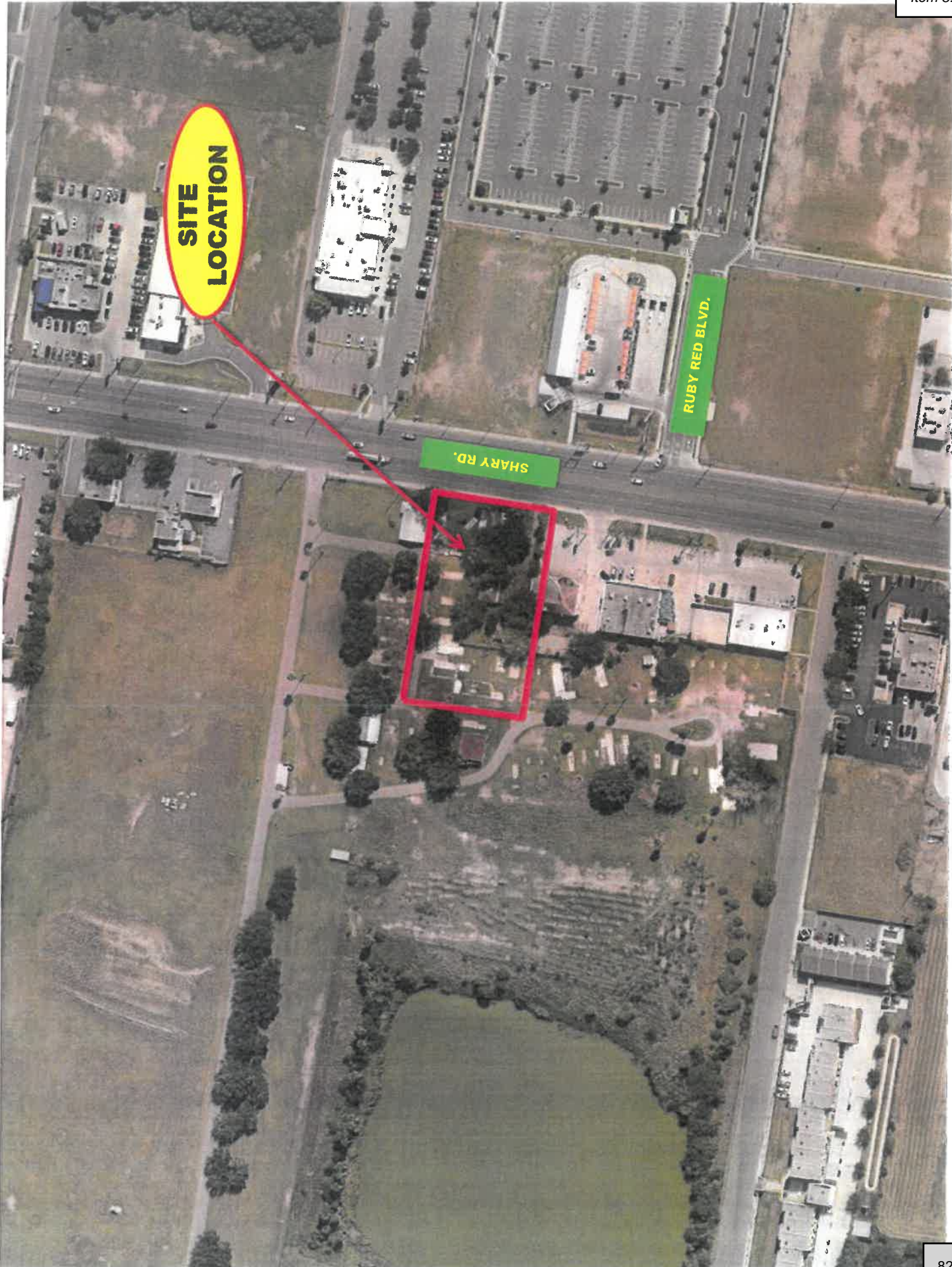
The subject site is located approximately 370' north of 1st Street along the westside of Shary Road – see vicinity map. The site is currently going through the subdivision process. The applicant is proposing to construct a 5,475 sq.ft. commercial building with two suites and a drive-thru service window on the south side of the building. Access to the drive-thru would be via a 24' access drive that wraps around the building allowing stacking of up to 5 vehicles. Based on the square footage of the building, there is a total of 17 parking spaces required. The applicant is proposing 54 parking spaces, exceeding code by 37. Staff notes that they will be complying the all city requirements.

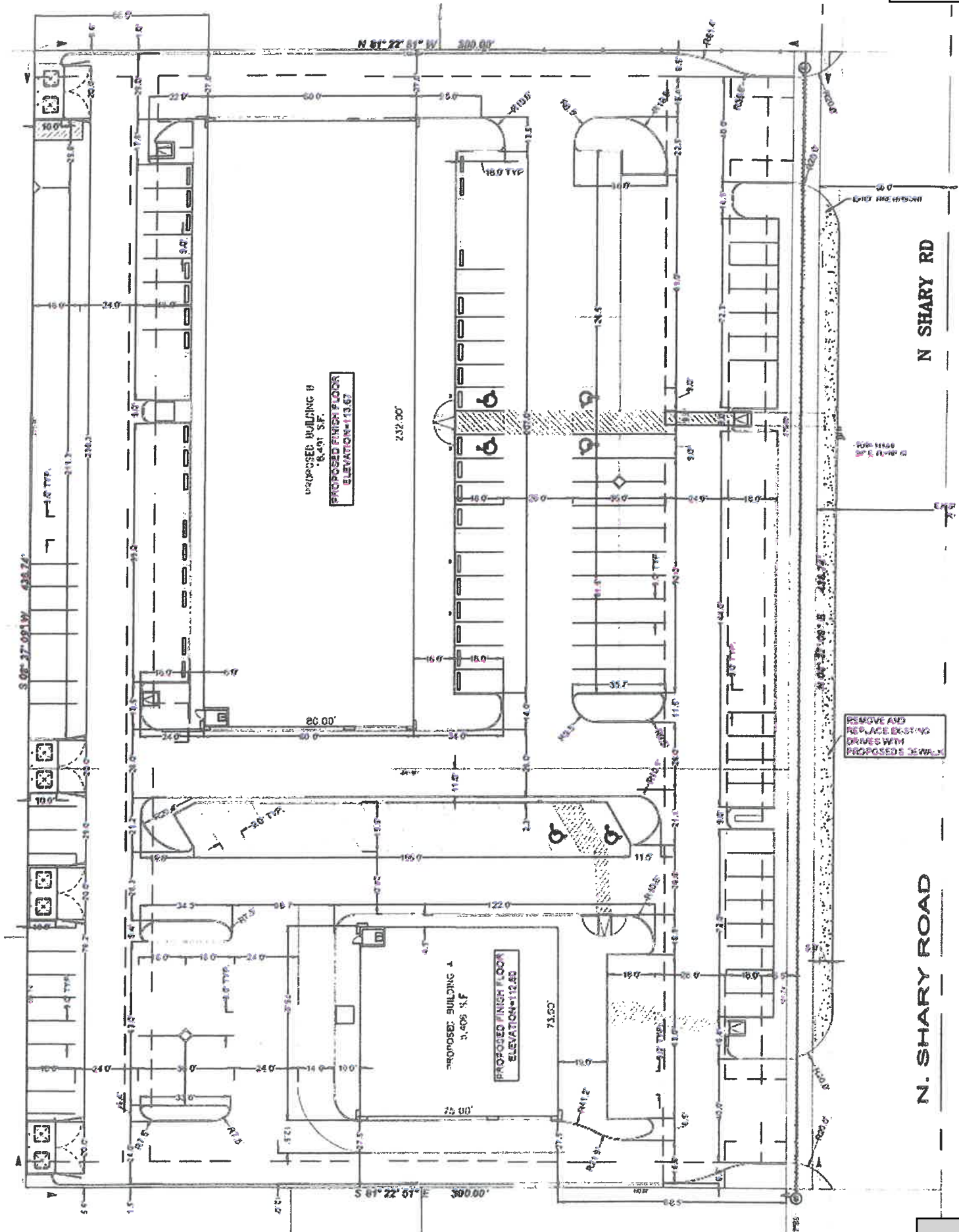
REVIEW COMMENTS: Staff mailed out 12 notices to property owners within 200' radius and staff has not received any comments in favor or against the request. Once the building is leased, the tenant will have to come and apply for a Conditional Use Permit on their behalf.

RECOMMENDATION: Staff recommends approval for life of use subject to:
 1) Compliance with all City Codes (Building, Parking, Fire, Health, etc.) and
 2) Tenant must apply for their own conditional use permit.



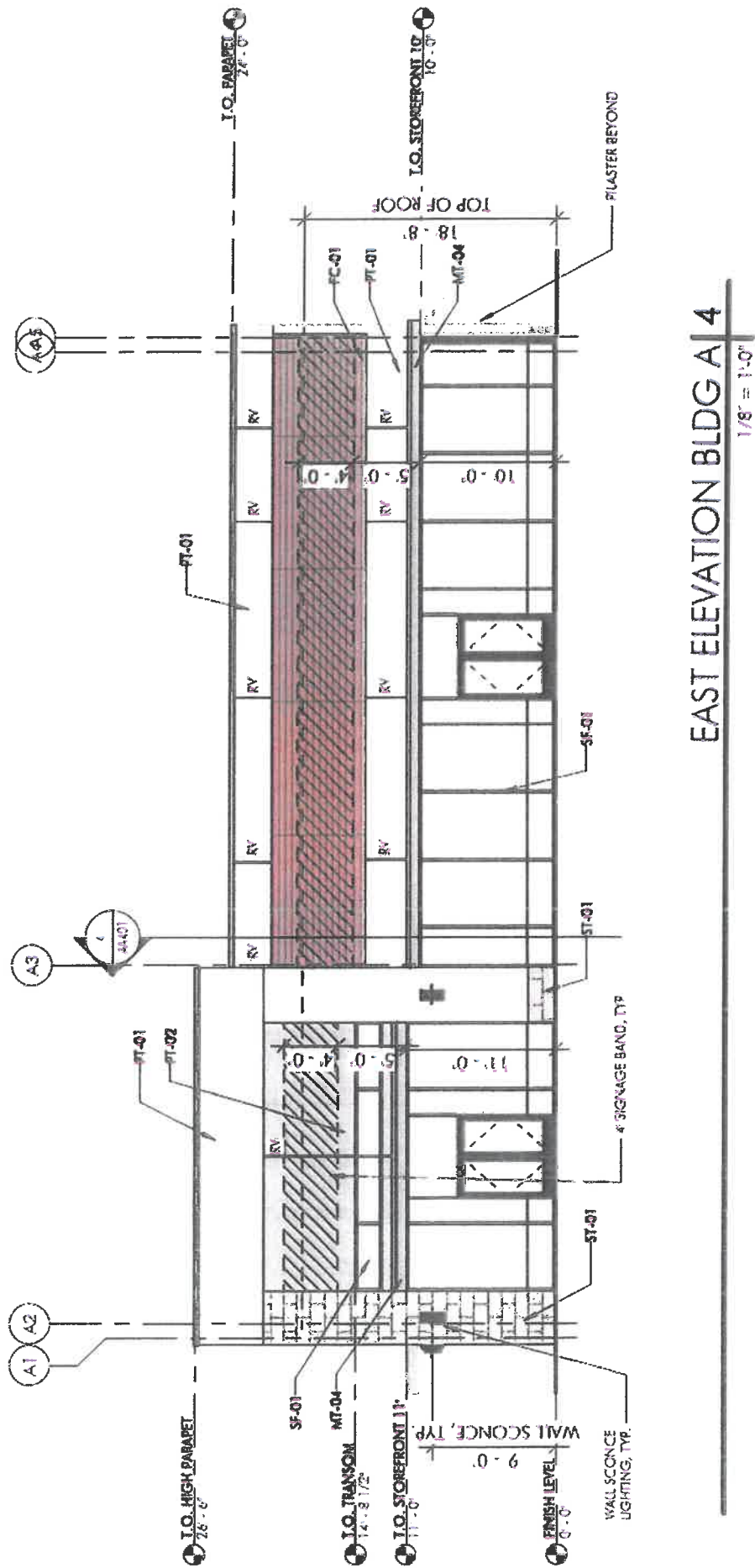
Item 8.

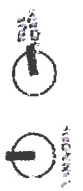
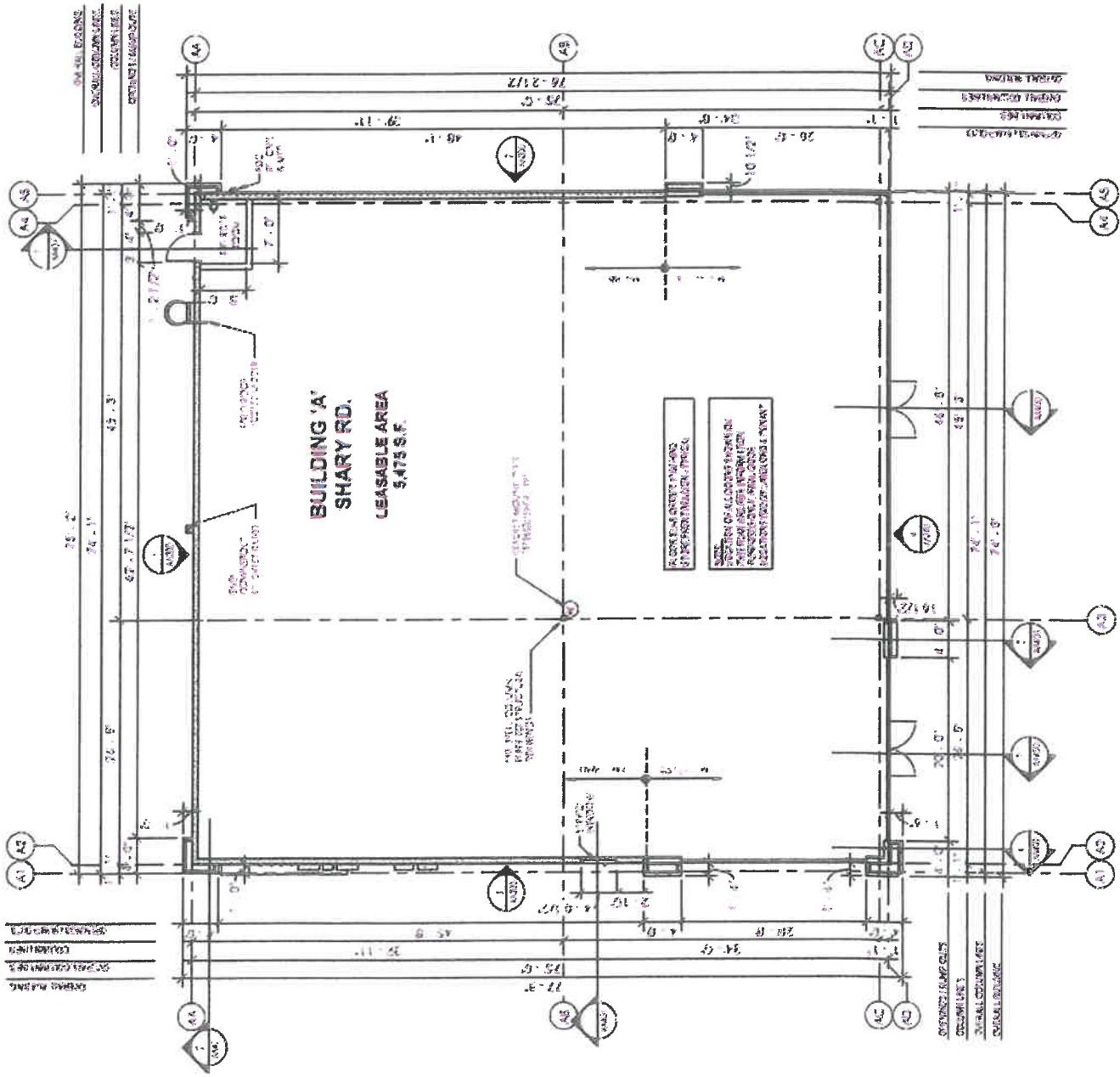




N SHARY RD

N. SHARY ROAD





FLOOR PLAN BLDG A | 1/8" = 1'-0"

S2950-00-000-0184-02 (280957)
AURIEL INVESTMENTS LLC
100 E NOLANA AVE STE 130
MCALLEN TX 78504-2670

S2950-00-000-0184-15 (280961)
DRAGONFLY 6265 LLC
305 A N SHARY RD
MISSION TX 78572

S2950-00-000-0194-15 (281055)
DRAGONFLY 6265 LLC
305 A N SHARY RD
MISSION TX 78572

T9100-02-000-0001-00 (514708)
DRAGONFLY 6265 LLC
305 A N SHARY RD
MISSION TX 78572

G9955-00-000-0001-00 (716978)
MPJ GROUP LLC
400 W NOLANA AVE STE N2
MCALLEN TX 78504

S4660-00-000-0001-00 (730399)
MPJ GROUP LLC
400 W NOLANA AVE STE N2
MCALLEN TX 78504

E4397-01-000-0001-00 (20829990)
SARAM DEVELOPMENT LLC
300 N SHARY RD
MISSION TX 78572

S2950-00-000-0184-43 (1179904)
MPJ GROUP LLC
400 W NOLANA AVE STE H2
MCALLEN TX 78504

N6761-00-001-0004-00 (1236067)
WEINGARTEN SHARY NORTH JV
PO BOX 924133
HOUSTON TX 77292

N6761-00-001-0005-00 (1236070)
MDC COASTAL 5 LLC
11995 EL CAMINO REAL
SAN DIEGO, CA 92130

T9100-02-000-0001-0 (1465499)
AURIEL INVESTMENTS LLC
100 E NOLANA AVE STE 130
MCALLEN, TX 78504-2670

S2950-00-000-0194-01 (1465500)
AURIEL INVESTMENTS LLC
100 E NOLANA AVE STE 130
MCALLEN, TX 78504-2670

Started: 5:35 p.m.

Ended: 5:37 p.m.

Item #1.2

Conditional Use Permit:

To Build a Drive-Thru Service Window

209 N. Shary Road

Being a 3.01 acres tract of land out of & forming part or portion of Lots 184 & 194,

John H. Shary Subdivision

(aka Lot 1, Shary Town Plaza Subdivision U/R)

C-3

Auriel Investments

c/o Mario Reyna, Melden & Hunt

Ms. De Luna went over the write-up stating the subject site is located approximately 370' north of 1st Street along the westside of Shary Road. The site is currently going through the subdivision process. The applicant is proposing to construct a 5,475 sq.ft. commercial building with two suites and a drive-thru service window on the south side of the building. Access to the drive-thru would be via a 24' access drive that wraps around the building allowing stacking of up to 5 vehicles. Based on the square footage of the building, there is a total of 17 parking spaces required. The applicant is proposing 54 parking spaces, exceeding code by 37. Staff notes that they will be complying the all city requirements.

REVIEW COMMENTS: Staff mailed out 12 notices to property owners within 200' radius and staff has not received any comments in favor or against the request. Once the building is leased, the tenant will have to come and apply for a Conditional Use Permit on their behalf.

RECOMMENDATION: Staff recommends approval for life of use subject to:

- 1) Compliance with all City Codes (Building, Parking, Fire, Health, etc.) and
- 2) Tenant must apply for their own conditional use permit.

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. Mr. Alaniz moved to close the hearing. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to the approve the conditional use permit. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT TO BUILD TWO DRIVE-THRU SERVICE WINDOWS, 301 N. SHARY ROAD, BEING A 3.01 ACRES TRACT OF LAND OUT OF & FORMING PART OR PORTION OF LOTS 184 & 194, JOHN H. SHARY SUBDIVISION (AKA LOT 2, SHARY TOWN PLAZA SUBDIVISION U/R)

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of August 9, 2023, 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. Monday, August 28, 2023, 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:

Legal Description	Type	Conditions of Approval
301 N. Shary Road Being a 3.01 acres tract of land out of & forming part or portion of Lots 184 & 194, John H. Shary Subdivision (aka Lot 2, Shary Town Plaza Subdivision U/R)	To Build a Drive-Thru Service Windows	1) Compliance with all City Codes (Building, Parking Fire, Health, etc.); and 2) Tenant must apply for their own conditional use permit

READ, CONSIDERED AND PASSED, this the 28th day of August, 2023.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.3

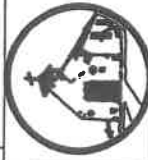
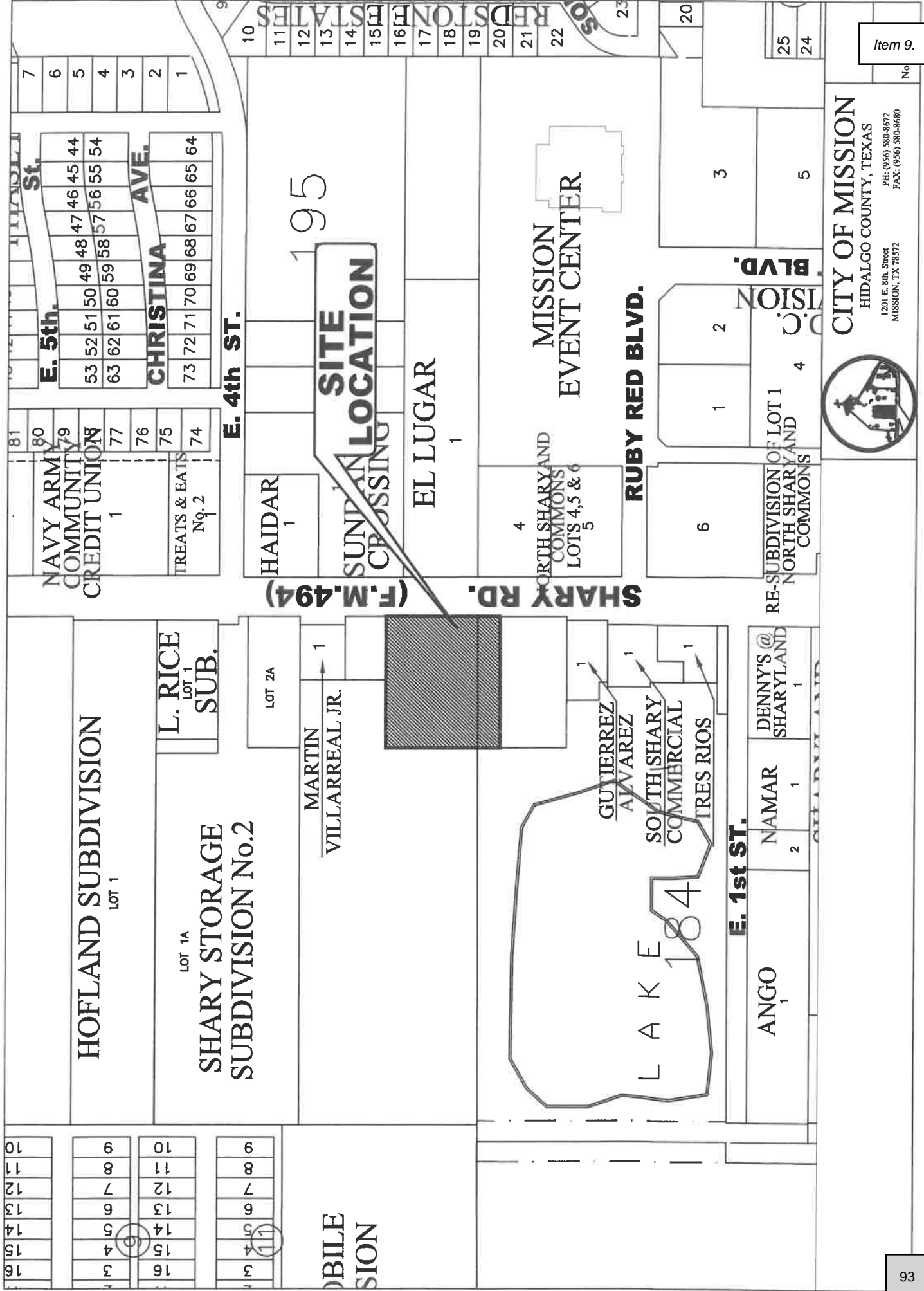
CONDITIONAL USE PERMIT: To Build Two (2) Drive-Thru Service Windows
 301 N. Shary Road
 Being a 3.01 acres tract of land out of & forming
 Part or portion of Lots 184 & 194,
 John H. Shary Subdivision
 (aka Lot 2, Shary Town Plaza Subdivision U/R)
 C-3
 Auriel Investments
 c/o Mario Reyna, Melden & Hunt

REVIEW DATA

The subject site is located approximately 600' north of 1st Street along the westside of Shary Road – see vicinity map. The site is currently going through the subdivision process. The applicant is proposing to construct an 18,491 sq.ft. commercial building with 9 suites and drive-thru service windows on the north and south side of the building. Access to the drive-thru windows would be via a 24' access drive that wraps around the building allowing stacking of up to 7 vehicles on each side. Based on the square footage of the building, there is a total of 49 parking spaces required. The applicant is proposing 134 parking spaces, exceeding code by 85. Staff notes that they will be complying the all city requirements.

REVIEW COMMENTS: Staff mailed out 12 notices to property owners within 200' radius and staff has not received any comments in favor or against the request. Once the building is leased, the tenant will have to come and apply for a Conditional Use Permit on their behalf.

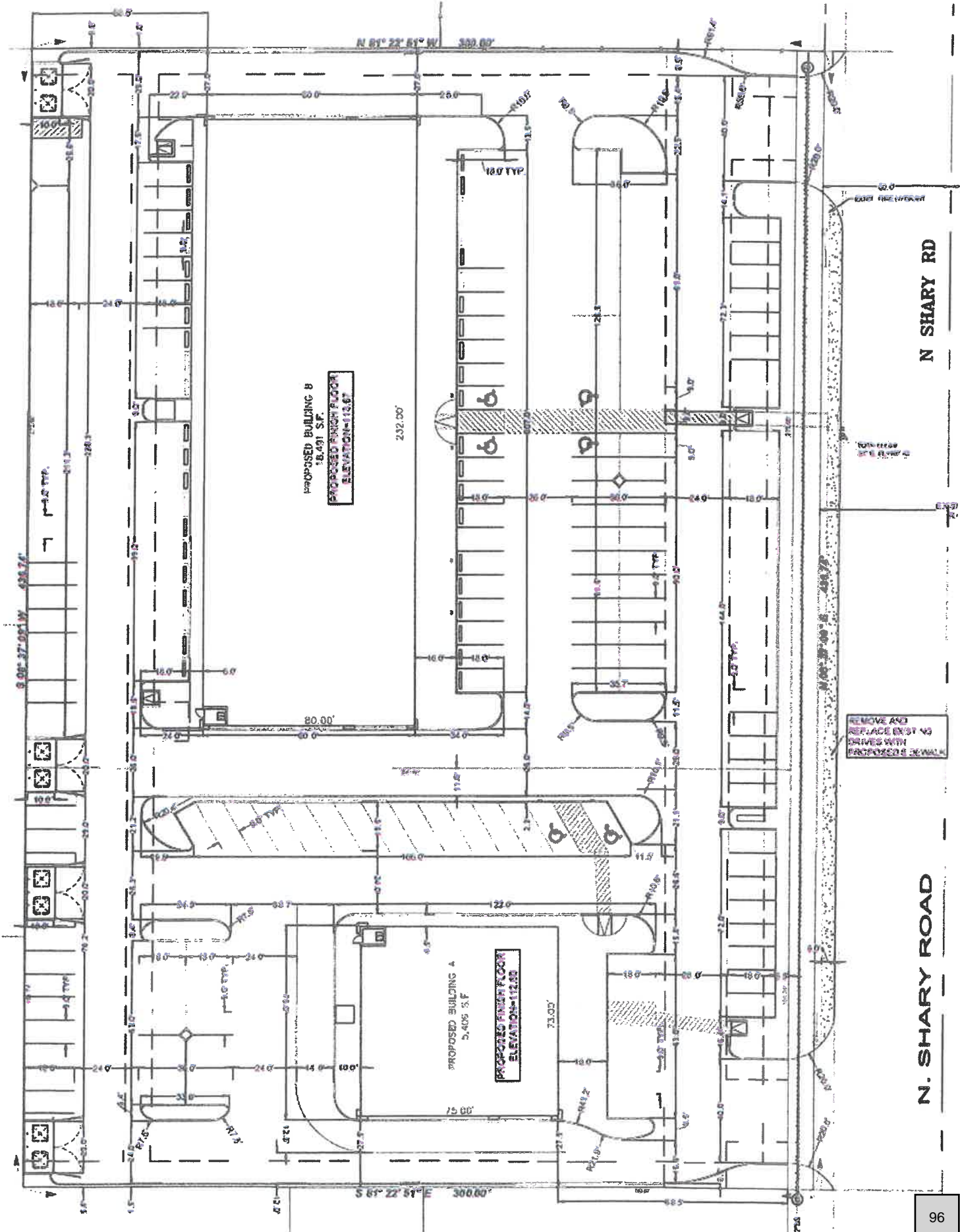
RECOMMENDATION: Staff recommends approval for life of use subject to:
 1) Compliance with all City Codes (Building, Parking, Fire, Health, etc.) and
 2) Tenant must apply for their own conditional use permit.

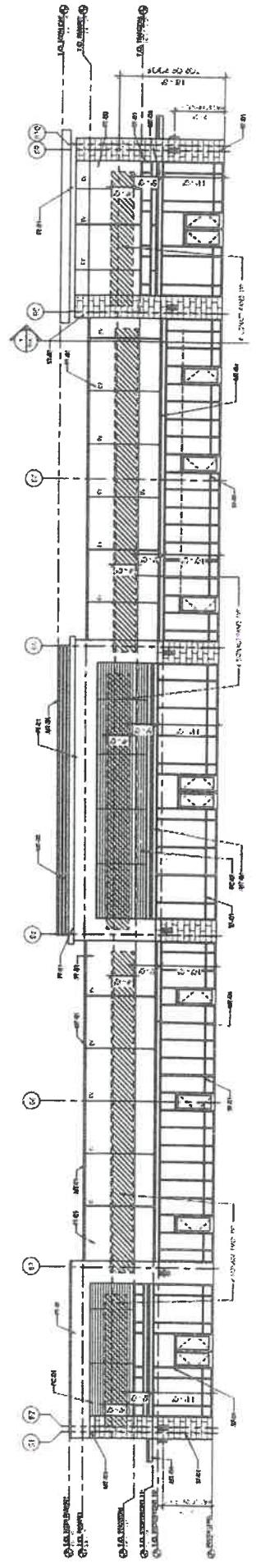
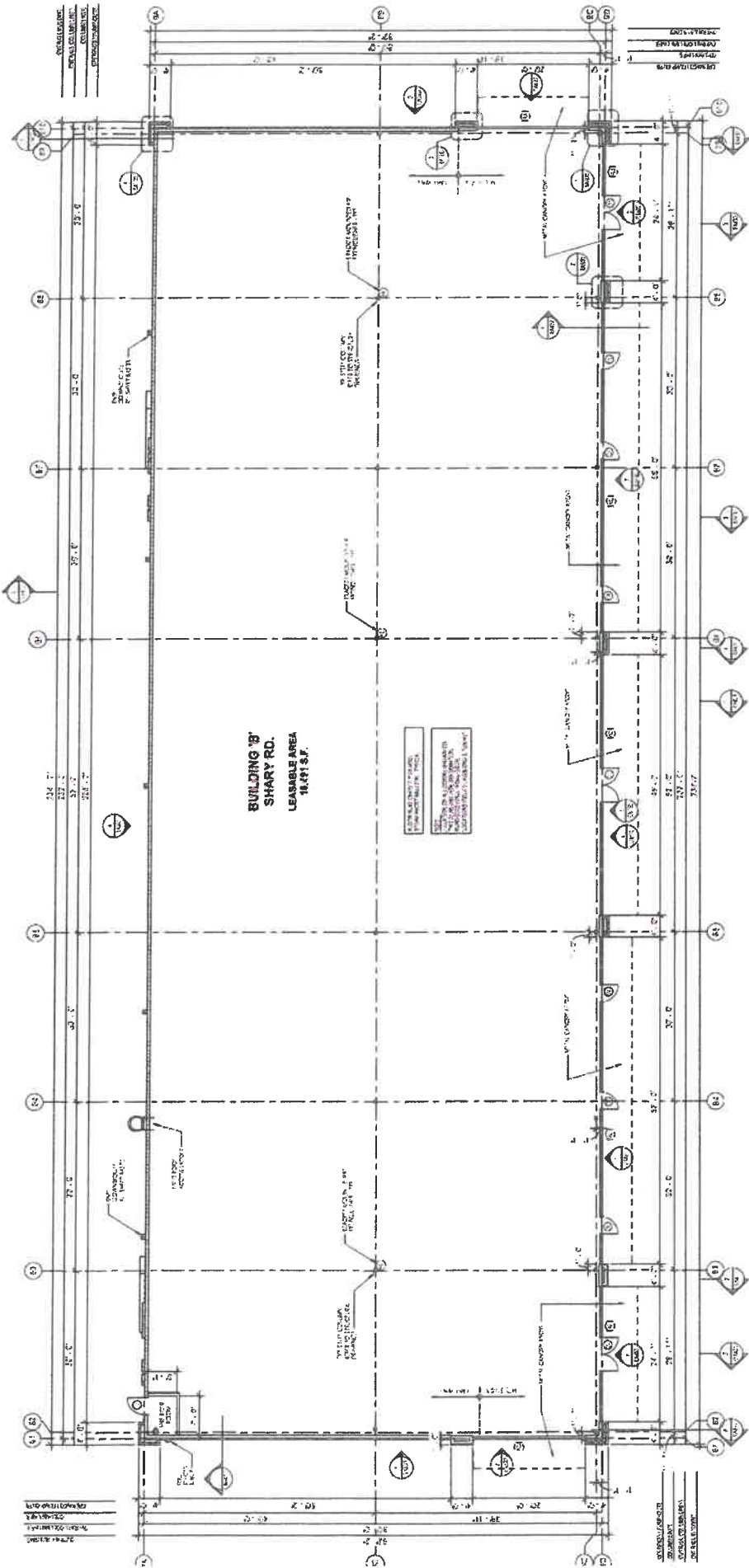


CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 8th Street
 MISSION, TX 78572
 PH: (956) 380-8672
 FAX: (956) 380-8680

Item 9.







EAST ELEVATION 1
1/8" = 1'-0"

S2950-00-000-0184-02 (280957)
 AURIEL INVESTMENTS LLC
 100 E NOLANA AVE STE 130
 MCALLEN TX 78504-2670

S2950-00-000-0184-17 (346138)
 DRAGONFLY 6265 LLC
 305 A N SHARY RD
 MISSION TX 78572

S2950-00-000-0194-05 (281053)
 DRAGONFLY 6265 LLC
 305 A N SHARY RD
 MISSION TX 78572

S2950-00-000-0194-10 (281054)
 ELIZONDO DOLLY L
 305 N SHARY RD
 MISSION TX 78572

S2950-00-000-0194-15 (281055)
 DRAGONFLY 6265 LLC
 305 A N SHARY RD
 MISSION TX 78572

T9100-02-000-0001-00 (514708)
 DRAGONFLY 6265 LLC
 305 A N SHARY RD
 MISSION TX 78572

M1455-00-000-0001-00 (711991)
 DEERFIELD ACQUISITION GROUP LLC
 305 N SHARY RD
 MISSION TX 78572

H0652-00-000-0001-00 (729298)
 HAIDAR PROPERTIES LTD
 1601 SOUTH CAGE BLVD SUITE B
 PHARR TX 78577

E4397-01-000-0001-00 (20829990)
 SARAM DEVELOPMENT LLC
 300 N SHARY RD
 MISSION TX 78572

S2950-00-000-0184-43 (1179904)
 MPJ GROUP LLC
 400 W NOLANA AVE STE H2
 MCALLEN TX 78504

N6761-00-001-0004-00 (1236067)
 WEINGARTEN SHARY NORTH JV
 PO BOX 924133
 HOUSTON TX 77292

N6761-00-001-0005-00 (1236070)
 MDC COASTAL 5 LLC
 11995 EL CAMINO REAL
 SAN DIEGO, CA 92130

S7035-00-000-0001-00 (1236061)
 GUERRERO JUAN DAVID & DARIELA G
 JESUS ARMANDO GUERRERO
 960 FALL CRK
 GRAPEVINE TX 76051

T9100-02-000-0001-0 (1465499)
 AURIEL INVESTMENTS LLC
 100 E NOLANA AVE STE 130
 MCALLEN, TX 78504-2670

S2950-00-000-0194-01 (1465500)
 AURIEL INVESTMENTS LLC
 100 E NOLANA AVE STE 130
 MCALLEN, TX 78504-2670

Started: 5:37 p.m.

Ended: 5:38 p.m.

Item #1.3

Conditional Use Permit:

**To Build Two (2) Drive-Thru Service Windows
301 N. Shary Road
Being a 3.01 acres tract of land out of & forming
Part or portion of Lots 184 & 194,
John H. Shary Subdivision
(aka Lot 2, Shary Town Plaza Subdivision U/R)
C-3
Auriel Investments
c/o Mario Reyna, Melden & Hunt**

Ms. De Luna went over the write-up stating the subject site is located approximately 600' north of 1st Street along the westside of Shary Road. The site is currently going through the subdivision process. The applicant is proposing to construct an 18,491 sq.ft. commercial building with 9 suites and drive-thru service windows on the north and south side of the building. Access to the drive-thru windows would be via a 24' access drive that wraps around the building allowing stacking of up to 7 vehicles on each side. Based on the square footage of the building, there is a total of 49 parking spaces required. The applicant is proposing 134 parking spaces, exceeding code by 85. Staff notes that they will be complying the all city requirements.

REVIEW COMMENTS: Staff mailed out 12 notices to property owners within 200' radius and staff has not received any comments in favor or against the request. Once the building is leased, the tenant will have to come and apply for a Conditional Use Permit on their behalf.

RECOMMENDATION: Staff recommends approval for life of use subject to:

- 1) Compliance with all City Codes (Building, Parking, Fire, Health, etc.) and
- 2) Tenant must apply for their own conditional use permit.

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. Mr. Sanchez moved to close the hearing. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to the approve the conditional use permit. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023
PRESENTED BY: Susana De Luna, Planning Director
AGENDA ITEM: Conditional Use Permit Renewal: Sale & On-Site Consumption of Alcoholic Beverages – Taco Palenque, 2420 E. Interstate Highway 2, Lot 5-C, Sharyland Place Subdivision, C-3, Eduardo Castañeda, and Adoption of Ordinance#_____ - De Luna

NATURE OF REQUEST:

On August 9, 2023 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit Renewal request. The subject site is located ¼ mile east of Shary Road along the south side of Interstate Highway 2, north of Kohl's. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Staff recommends life of use subject to: 1) Continued compliance with all City Codes (Building, Parking, Fire, Health, etc.); and 2) Compliance with TABC requirements.

Departmental Approval: N/A

Advisory Board Recommendation: P&Z Approval

City Manager's Recommendation: Approval *RP*

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 – TACO PALENQUE, 2420 E. INTERSTATE HIGHWAY 2, LOT 5-C, SHARYLAND PLACE SUBDIVISION

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of August 9, 2023, 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 renewal shown below be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, August 28, 2023, in the Council Chambers of the City Hall to consider the following conditional use permit renewal:

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, THAT THE FOLLOWING CONDITIONAL USE PERMIT BE GRANTED:

Legal Description	Type	Conditions of Approval
2420 E. Interstate Highway 2 Lot 5-C, Sharyland Place Subdivision	Sale & On-Site Consumption of Alcoholic Beverages – Taco Palenque	1) Life of Use 2) Continued compliance with all City Codes (Building, Parking, Fire, Health, etc.); and 3) Compliance with TABC requirements

READ, CONSIDERED AND PASSED, this the 28th day of August, 2023.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.4

CONDITIONAL USE PERMIT RENEWAL: Sale & On-Site Consumption of
Alcoholic Beverages – Taco Palenque
2420 E. Interstate Highway 2
Lot 5-C, Sharyland Place Subdivision
C-3
Eduardo Castañeda

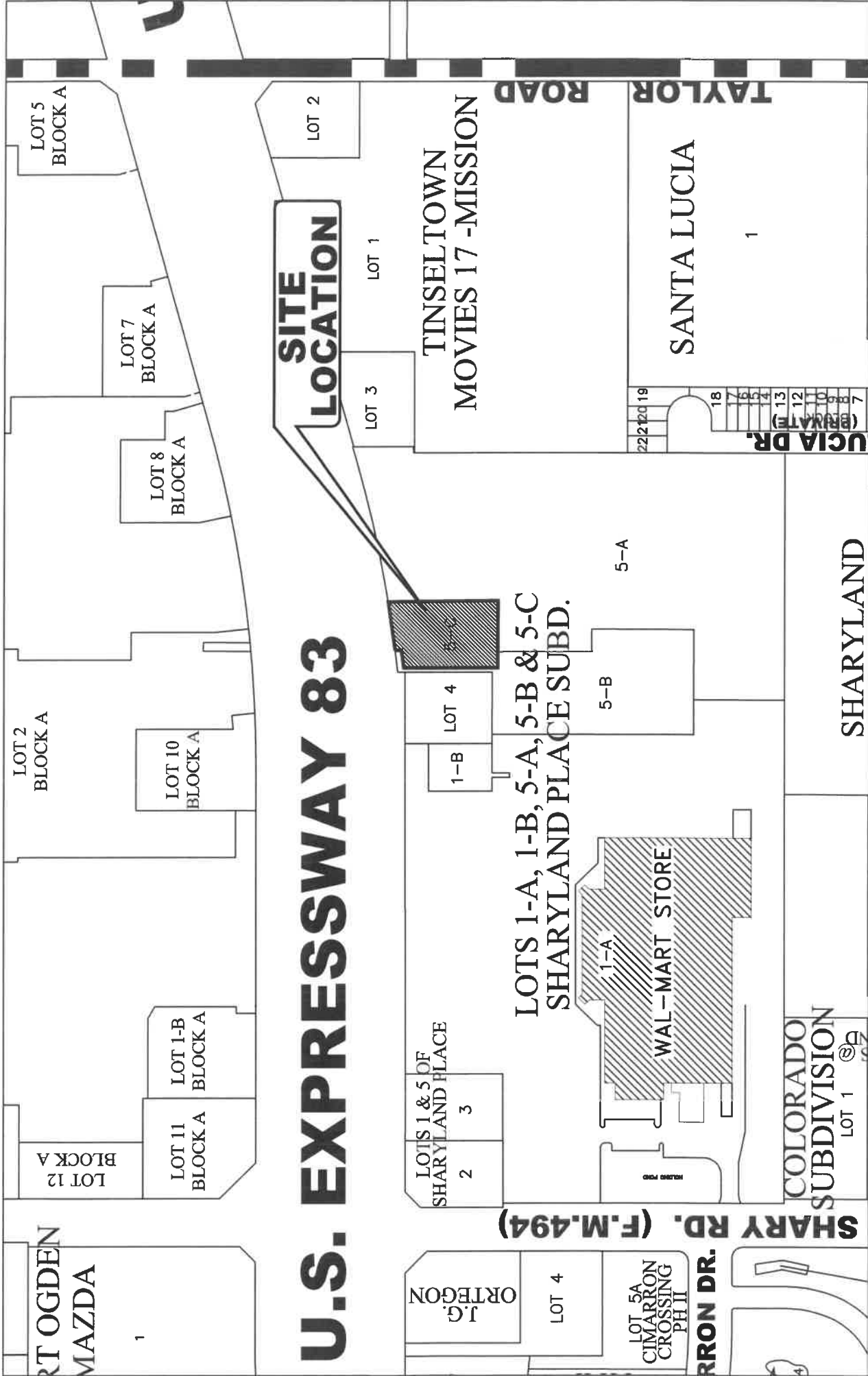
REVIEW DATA

Taco Palenque Restaurant is located ¼ mile east of Shary Road along the south side of Interstate Highway 2, north of Kohl's – see vicinity map. It has an existing drive-thru service window with access to the site through an existing off-site entrance located 42' from the site. The 12' drive-thru lane runs along the south and east sides of the building which allows stacking for 5' vehicles. The last conditional use permit for the sale and on-site consumption of alcohol for this location was approved on April 26, 2021 for a period of 2 years.

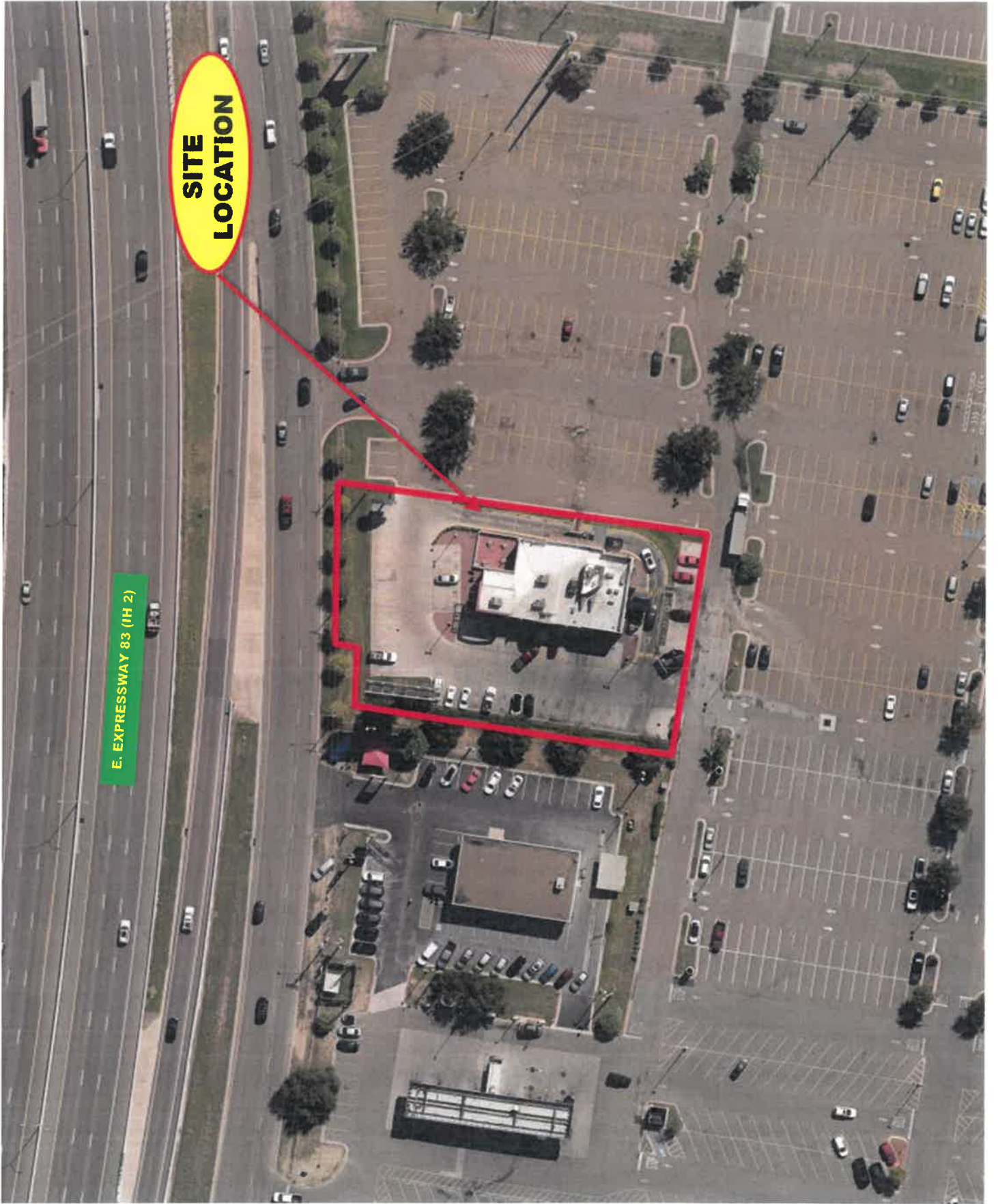
- **Days & Hours of Operation:** Open 24hrs – Everyday. Alcoholic beverages will only be served during allowable State selling hours.
- **Employees:** 50 employees in different shifts
- **Parking & Landscaping:** The restaurant requires 79 parking spaces. The applicant is providing 55 spaces on-site and is leasing an additional 24 for a total of 79 spaces, thus compliant to code. It is noted that the parking area is held in common (657 existing parking spaces) and is shared with other businesses. The parking area is also connected and has access to Wal-Mart's existing interlocking parking lot. Staff has not received any compliances in regards to parking.
- **Sale of Alcohol:** This request is compliant to Sec. 6-4 which requires that no alcoholic beverages be sold within 300' to a church, public school, private school or public hospital. There are none of these land uses within the above radius.

REVIEW COMMENTS: Since the restaurant is more of a family-oriented venue; the sale of alcohol is not the primary item of purchase; and Mission PD did not have any negative issues to report, staff does not object to a longer approval period. Staff mailed out 6 notices to property owners within 200' radius and staff has not received any comments in favor or against the request.

RECOMMENDATION: Staff recommends approval for life of use subject to:
1) Continued compliance with all City Codes (Building, Parking, Fire, Health, etc.) and
2) Compliance with TABC requirements



CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 8th Street
 MISSION, TX 78572
 PH: (956) 560-8672
 FAX: (956) 560-8680



E. EXPRESSWAY 83 (IH 2)

**SITE
LOCATION**









S3003-00-000-0004-00 (505365)
CHARLIE'S FREEDOM LLC
3500 W EXPRESSWAY 83
HARLINGEN TX 78552

S3003-00-000-001A-00 (722791)
WAL-MART REAL ESTATE BUSINESS
PO BOX 8050
BENTONVILLE AR 72712

S3003-00-000-001B-00 (722793)
MURPHY OIL USA INC
PO BOX 7300
EL DORADO AR 71731

S3003-00-000-005A-00 (722796)
WEINGARTEN SHARY SOUTH JV
ATTN: KOHL'S DEPARTMENT STORES
PO BOX 2148
MILWAUKEE WI 53201

S3003-00-000-005B-00 (722797)
WEINGARTEN SHARY SOUTH JV
BILLBOX # 01-3704-704
PO BOX 924133
HOUSTON TX 77292

S3003-00-000-005C-00 (722798)
SCF RC FUNDING IV LLC
902 CARNEGIE CENTER BLVD STE 520
PRINCETON NJ 8540

Started: 5:38 p.m.

Ended: 5:42 p.m.

Item #1.4

Conditional Use Permit

Renewal:

**Sale & On-Site Consumption of Alcoholic
Beverages – Taco Palenque
2420 E. Interstate Highway 2
Lot 5-C, Sharyland Place Subdivision
C-3
Eduardo Castañeda**

Ms. De Luna went over the write-up stating the subject site is located ¼ mile east of Shary Road along the south side of Interstate Highway 2, north of Kohl's – see vicinity map. It has an existing drive-thru service window with access to the site through an existing off-site entrance located 42' from the site. The 12' drive-thru lane runs along the south and east sides of the building which allows stacking for 5' vehicles. The last conditional use permit for the sale and on-site consumption of alcohol for this location was approved on April 26, 2021 for a period of 2 years.

- **Days & Hours of Operation:** Open 24hrs – Everyday. Alcoholic beverages will only be served during allowable State selling hours.
- **Employees:** 50 employees in different shifts
- **Parking & Landscaping:** The restaurant requires 79 parking spaces. The applicant is providing 55 spaces on-site and is leasing an additional 24 for a total of 79 spaces, thus compliant to code. It is noted that the parking area is held in common (657 existing parking spaces) and is shared with other businesses. The parking area is also connected and has access to Wal-Mart's existing interlocking parking lot. Staff has not received any compliances in regards to parking.
- **Sale of Alcohol:** This request is compliant to Sec. 6-4 which requires that no alcoholic beverages be sold within 300' to a church, public school, private school or public hospital. There are none of these land uses within the above radius.

REVIEW COMMENTS: Since the restaurant is more of a family-oriented venue; the sale of alcohol is not the primary item of purchase; and Mission PD did not have any negative issues to report, staff does not object to a longer approval period. Staff mailed out 6 notices to property owners within 200' radius and staff has not received any comments in favor or against the request.

RECOMMENDATION: Staff recommends approval for life of use subject to:

- 1) Continued compliance with all City Codes (Building, Parking, Fire, Health, etc.) and
- 2) Compliance with TABC requirements

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. Mr. Sanchez moved to close the hearing. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to the approve the conditional use permit for life of use. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023

PRESENTED BY: Susana De Luna, Planning Director

AGENDA ITEM: Discussion and action, if any, related to amending Appendix A of the City's Code of Ordinances; specifically, **Article I**, Section 1.2 (Definitions) by adding subsections 13a, 13b, & 13c (BYOB, BYOB Establishment & BYOB permit); **Article VIII** (Use Districts and Conditional Uses), amending Sections 1.43 (C-3 General Business District), 1.44 (C-4 Heavy Commercial District), 1.44a (C-5 Adaptive Commercial District), 1.45 (I-1 Light Industrial District) and 1.46 (I-2 Heavy Industrial District) to include BYOB Establishments as Conditional Uses; and **Article X** (Conditional Use Permits), amending Section 1.56 (Conditions of Conditional Use), to include BYOB eligibility criteria; and Adoption of Ordinance#_____ - De Luna and V. Flores

NATURE OF REQUEST:

On August 23, 2023 the Planning and Zoning Commission held a Public Hearing to consider establishing guidelines and regulations for BYOB establishment. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Approval of Ordinance.

Departmental Approval: N/A

Advisory Board Recommendation: P&Z Approval

City Manager's Recommendation: Approval *RP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

OF THE CITY OF MISSION, TEXAS AMENDING THE CODE OF ORDINANCES, APPENDIX A (ZONING), (A) ARTICLE I, SECTION 1.2 (DEFINITIONS) BY ADDING SUBSECTION 13A, 13B, & 13C (BYOB, BYOB ESTABLISHMENT & BYOB PERMIT) AND (B) ARTICLE VIII (USE DISTRICTS AND CONDITIONAL USES), SECTIONS 1.43 (C-3 GENERAL BUSINESS DISTRICT), 1.44 (C-4 HEAVY COMMERCIAL DISTRICT), 1.44A (C-5 ADAPTIVE COMMERCIAL DISTRICT), 1.45 (I-1 LIGHT INDUSTRIAL DISTRICT) AND 1.46 (I-2 HEAVY INDUSTRIAL DISTRICT) TO INCLUDE BYOB ESTABLISHMENTS AS CONDITIONAL USES AND (C) ARTICLE X (CONDITIONAL USE PERMITS), SECTION 1.56 (CONDITIONS OF CONDITIONAL USE), TO INCLUDE BYOB ELIGIBILITY CRITERIA, AND PROVIDING THE FOLLOWING: ENACTMENT; REPEALER; SEVERABILITY; CODIFICATION; EFFECTIVE DATE; AND PROPER NOTICE & MEETING.

WHEREAS, the City of Mission, as a home-rule municipality, has the power and authority of local self-government pursuant to Article XI, Section 5 of the Texas Constitution; and

WHEREAS, pursuant to the laws of the State of Texas, including Section 51.001 of the Texas Local Government Code, the Mission City Council has the authority to adopt an ordinance that, among other things, is good for the government, peace, or order of Mission, Texas; and

WHEREAS, the Texas Alcoholic Beverage Code regulates the manufacture, sale, distribution, transportation, and possession of alcoholic beverages by licensed and permitted establishments; and

WHEREAS, the Texas Alcoholic Beverage Commission ONLY regulates and enforces the Texas Alcoholic Beverage Code as it applies to licensed or permitted establishments; and

WHEREAS, venues that allow patrons to bring their own alcoholic beverages on the premises (BYOB Establishments) are not licensed or permitted by the Texas Alcoholic Beverage Commission and therefore have no regulations imposed on them by the Texas Alcoholic Beverage Code; and

WHEREAS, establishments licensed or permitted by the Texas Alcoholic Beverage Commission are regulated in a manner designed to prevent them from becoming a public safety concern to surrounding neighborhoods, community and the general public; and

WHEREAS, without similar regulations for unlicensed and/or unpermitted venues BYOB Establishments can become a public safety and/or nuisance to the surrounding neighborhoods, community, and the general public; and

WHEREAS, the calls for service received by the Mission Police Department to known BYOB Establishments include calls for disturbances, assaults, fights, thefts, assault on a public servant, and attempted taking of a weapon from an officer, among others; and

WHEREAS, the calls for service at known BYOB Establishments in Mission show the types of public safety concerns and nuisance activity that can result from having unregulated venues where alcohol is consumed on-premises at all hours of the late night and into the morning; and

WHEREAS, the Mission City Council finds that it is necessary to preserve the city’s public safety to amend the City’s Code of Ordinances, as provided herein below, in order to further clarify the standards for these establishments not licensed by the Texas Alcoholic Beverage Commission.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, THAT:

Section 1: Enactment: Appendix A of the City of Mission’s Code of Ordinance, is hereby amended as follows:

(a) Article I, Section 1.2 (Definitions) is hereby amended by adding subsection 13A (BYOB), 13B (BYOB Establishment), and 13C (BYOB Permit):

13A. BYOB. Bring your own botte, beer, beverage, or booze.

13B. BYOB Establishment. An Establishment that allows patrons to bring alcoholic beverages onto the premises for possession and consumption, excluding a residence, an establishment by a governmental entity, a private club permitted pursuant to V.T.C.A. Alcoholic Beverages Code, Ch. 32 or a fraternal organization or veteran’s organization as defined by the Texas Alcoholic Beverage Code.

13C. BYOB Permit. A Permit issued pursuant to this chapter to operate a BYOB establishment.

(b) Article VIII (Use Districts and Conditional Uses), Sections 1.43 (C-3 General Business District), 1.44 (C-4 Heavy Commercial District), 1.44A (C-5 Adaptive Commercial District), 1.45 (I-1 Light Industrial District), and 1.46 (I-2 Heavy Industrial District) are hereby amended to include “BYOB Establishments” as *Conditional uses*.

(c) Article X, Section 1.56 (Conditional Use Permits), to include BYOB Eligibility Criteria:

(12) *Bring your own beverage (BYOB) establishments.*

(A) The applicable requirements for BYOB establishments include but are not limited to:

- a. An applicant for a BYOB permit, or the applicant's designated agent, must reside within the State of Texas and within 100 miles of the territorial limits of the City of Mission. The applicant or designated agent must provide their address and sign the application.
- b. An applicant for a BYOB permit must not have a conviction for a felony.
- c. Each individual who has an ownership interest in, or who will manage or otherwise exercise control over the proposed BYOB establishment must provide their full legal name, address, date of birth, and authorize the city to conduct a criminal background check.
- d. For an applicant that is a legal entity and not an individual, the application must include:
 - (i) Documentation from the Texas Secretary of State that demonstrates the entity is authorized to conduct business in Texas;

- (ii) Designation of an individual permit holder that resides in the State of Texas and within 100 miles of the territorial limits of the City of Mission, and the address of the residence of such individual;
 - (iii) A designated agent, who is a citizen of this state, to represent the entity in matters before the city and its advisory boards and to be responsible for the proper conduct of any activity at the proposed BYOB establishment.
- e. If the applicant does not own the property upon which the proposed BYOB establishment is located, a notarized letter of consent from the owner must be submitted with the application.
 - f. BYOB establishments must comply with all ordinances of the City of Mission and all laws of the State of Texas.
 - g. BYOB establishments may not exceed three calls for emergency or other police services within any 90-day period that first responders indicate involve weapons, violent crime, drugs or drug paraphernalia, public intoxication, calls categorized by law enforcement personnel as a major disturbance, deadly conduct, a felony offense, or human trafficking related offenses.
 - h. BYOB establishments shall post the BYOB permit in a prominent public location at the BYOB establishment.
 - i. A BYOB permit holder shall ensure that the permit holder or designated agent is continuously on the BYOB establishment's premises during the hours of operation.
 - j. BYOB establishments shall close between 2:00 a.m. and 10:00 a.m. each day and shall not permit a person to consume an alcoholic beverage on the premises between 2:15 a.m. and 10:00 a.m. each day.
 - k. BYOB establishments may not allow a member of the public to remain on its premises, including a parking area, between 2:30 a.m. and 10:00 a.m. each day.
 - l. BYOB establishments must designate the portions of the premises on which the consumption of alcoholic beverages is permitted and said designated area must exclude parking areas. BYOB establishments shall place signs at every exit from the designated area advising patrons that consumption of alcoholic beverages is not permitted beyond the exit. BYOB establishments shall post signs in each parking area located on the same property at the BYOB establishment stating that the outdoor consumption of an alcoholic beverage on the premises, outside of the designated area, is prohibited.
- (B) No form of pollution shall emanate beyond the immediate property line of the permitted use.
- (C) The planning and zoning commission may impose additional reasonable restrictions or conditions for any BYOB permit, to carry out the spirit and intent of this section and to mitigate adverse effects of the proposed use. These requirements may include, but are not limited to, increased open space, loading and parking requirements, suitable landscaping, and additional improvements such as curbing and sidewalks.

Section 2. Repealer: All ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated, herein.

Section 3: Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.

Section 4: Codification: The City Secretary is hereby directed to record and publish the attached rule, regulations, and policies in the City’s Code of Ordinances.

Section 5: Effective Date: This Ordinance shall be effective immediately upon passage and publication.

Section 6: Proper Notice and Meeting: It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

CONSIDERED, PASSED, AND APPROVED this ____ day of August, 2023.

Norie Gonzalez-Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

APPROVED AS TO FORM:

Victor A. Flores, City Attorney

ITEM# 3.0

Discussion and action, if any, related to an ordinance providing for a definition of “BYOB or BYO” and providing for the conditional use of those facilities in General Business (C-3), Heavy Commercial (C-4), Adaptive Commercial (C-5), Light Industrial (I-1) and Heavy Industrial (I-2)

A directive from the City Council was given to staff to look into BYOB establishments. Currently, the City does not have any guidelines or regulations of this type of establishments other than a business license. During a workshop held on August 14, 2023 the City Council directive was to present an ordinance to the Planning and Zoning Board and to City Council for approval.



Discussion Regarding Proposed BYOB Ordinance:

- 1. Amend the City's Zoning Ordinance to permit by Conditional Use Permit, BYOBs only in C-3 – Industrial Use Districts**
- 2. Establish BYOB Definition: Bring your own: bottle, beer, beverage, or booze.**
- 3. Establish BYOB Eligibility Criteria for CUP:**
 - Applicant must reside within ___ miles of City of Mission.
 - Applicant must not have a conviction of a felony.
 - Each owner of the BYOB must submit name and information for background check.
 - If applicant is a tenant, must have notarized letter from landlord consenting to application.
 - BYOB must not exceed three calls for service within 90 days (involving weapons, violent crimes, major disturbance, deadly conduct, felony offense, or human trafficking offenses.
 - May not allow members on premises (incl. parking lot) between 2:30am and 10am



Discussion Regarding Proposed BYOB Ordinance:

3. Establish BYOB Eligibility Criteria for CUP (Continued):

- Present all their corporate information (ie. Secretary of State filings).
- Permit holder and/or representative shall be on the BYOB premises during all hours of operation
- BYOB shall close between 2am and 10am daily and not allow persons to consume alcohol between 2:15am and 10am.
- Proper signage for exits and where alcohol consumption may be permitted.
- No pollution (noise or otherwise) may travel beyond the immediate property line.
- Planning and Zoning Commission may impose additional requirements, including but not limited to increased open space, loading and parking, landscaping, and additional improvements like curbing and sidewalks.

4. Any additional requirements suggested by City Council:



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023
PRESENTED BY: Anna Carrillo, City Secretary
AGENDA ITEM: Approval of Minutes – Carrillo
 Regular Meeting – August 14, 2023

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 *RP*

RECORD OF VOTE:

	APPROVED:	_____
	DISAPPROVED:	_____
	TABLED:	_____

_____ AYES
 _____ NAYS
 _____ DISSENTING _____



MINUTES

PRESENT:

Norie Gonzalez Garza, Mayor
Jessica Ortega, Councilwoman
Ruben D. Plata, Mayor Pro-Tem
Abiel Flores, Councilman
Alberto Vela, Councilman
Victor A. Flores, City Attorney
Randy Perez, City Manager
Anna Carrillo, City Secretary

ALSO PRESENT:

Jim & Beth Barnes
Keith Mora
Monica Gonzalez
Sergio Munoz
Homero Salinas
Dagoberto Perez Jr.
Martin Vega
Victor Anzaldua
Yair Cruz
Martha Picaro
Alicia Aguirre
Andrea Garcia
Ricardo Morales
Katy Cantu
Soraya Figueroa
Wendy Seguera

STAFF PRESENT:

Virginia Passament, Police Officer
Orlando Garcia, Police Officer

ABSENT:

STAFF PRESENT:

Anais Chapa, Assistant City Secretary
David Flores, Asst. City Manager
Adrian Garcia, Fire Chief
Juan Pablo Terrazas, Asst. City Manager
Angie Vela, Finance Director
Michael Elizalde, Grants Administrator
Susie De Luna, Planning Director
Alex Hernandez, Assistant Planning Director
Noemi Munguia, HR Director
Robert Hinojosa, Risk Management Director
Peter Geddes, Procurement Director
Joe Enriquez, Utilities Manager
Rick Venecia, Boys & Girls Club Director
Abram Ramirez, IT Director
Abel Bocanegra, P.E., City Engineer
Cesar Torres, Chief of Police
Frank Cavazos, Deputy Fire Chief
Joanne Longoria, CDBG Director
Yenni Espinoza, Assistant Library Director
Cynthia Lopez, Museum Director
Mario Flores, Golf Director
Jesse Mares, Facilities Supervisor
Pete Lopez, Parks & Recreation Supervisor
Roel Mendiola, Sanitation Dept. Director
Jesse Lerma Civil Service Director
Kenia Gomez, Media Relations Director
Stephen Kotsatos, Health Director
Christopher Navarette, Deputy Fire Chief
Teclo Garcia, MEDC CEO
Nereyda Pena, Assistant HR Director

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Mayor Norie Garza Gonzalez called the meeting to order at 4:38 p.m.

INVOCATION AND PLEDGE ALLEGIANCE

City Manager Randy Perez led the invocation and Pledge of Allegiance.

DISCLOSURE OF CONFLICT OF INTEREST

None

PRESENTATIONS

1. June 2023 Employee of the Month – Munguia

Nereyda Pena, Assistant Human Resources Director, presented Maribel Resendez with the award for Employee of the Month for the month of June. During the month of June there was an incident of suspicious activity outside of the event center which prompted Ms. Resendez to act swiftly and call upon our police department to investigate the issue.

2. John Sasso 2023 National Community Development Award – Longoria

Jo Anne Longoria, Community Development Director, stated that the City of Mission's CDBG Department was awarded the John Sasso 2023 National Community Development Award. The CDBG department has been a longtime member of the National Community Development Association, and this year the department had been selected to receive this award which was presented at this year's NCDA conference. This award was given in recognition of the department's efforts to celebrate and educate citizens about CDBG week.

3. Report from the Greater Mission Chamber of Commerce – Enriquez

Brenda Enriquez, Mission Chamber of Commerce CEO, reported on upcoming events such as: Buenas Tardes Luncheon to be held on Wednesday, August 16th, Upcoming Seminars: Maximizing Sales, How Different Generations Use Social Media and the Art of Marketing. Ms. Enriquez also mentioned that all ballots had been mailed, and the deadline was set for August 31st. She also reminded everyone that the Annual Awards nominations are open, and the deadline has been extended.

4. Departmental Reports – Perez

Mayor Pro Tem Ruben Plata moved to approve the Departmental Reports. Motion was seconded by Councilwoman Jessica Ortega and approved unanimously 5-0.

5. Citizen's Participation – Garza

Elizabeth Perez, 1020 Pamela Drive, stated that she had recently received a citation from our Code Enforcement department for a visibility issue with her lawn. She cut down some sunflowers that she had thought were the issue; however, the city crews later went and mowed the lawn where she had planted many things. She realized it was a misunderstanding decided to plant again to and comply with the city's code. She wanted to also educate the public on native plants and the importance that they have in our environment.

Jose Soto, Mission Housing Authority Resident, wanted to express his frustration with the administration of the Mission Housing Authority. He stated that he had previously complained

about how the areas around his home and other residents were not being properly maintained. He has made many attempts to get the issue corrected; however, they have all been in vain. Mr. Soto asked council to please assist him with the issue.

Homero Salinas, 414 N. Francisco Street, expressed his concern regarding the increased number of apartments that have been going up throughout the city. He felt as though having so many apartments throughout the city, and in his area, has brought an increase of crime to the area. He also stated that the properties were not been well-maintained and many had increased number of trash and litter. He had made several calls to the police department to check on the neighboring apartments due to suspicious activity. He was against putting up more apartments.

Dr. Esmeralda Adame, Persistence in Adversity Alliance, wanted to thank Mayor Garza for her support at their annual event this past year. She was very appreciative of her presence and support from Mayor Garza.

At 5:11 p.m., Councilman Flores moved to convene into Executive Session to discuss item 1 pursuant to Texas Gov't Code Section 551.071 and item 33 as requested by Councilwoman Ortega. Motion was seconded by Councilman Vela and approved unanimously 5-0.

Upon conclusion of Executive Session at 5:45 p.m., Mayor Pro Tem Plata moved to reconvene the regular meeting. Motion was seconded by Councilman Vela and approved unanimously 5-0.

PUBLIC HEARING

6. Public Hearing on FY 2023-2024 Preliminary Budget – Perez

The City's preliminary budget for FY 2023-2024 was presented on July 24, 2023 and had been made available to the public for review at the City Secretary's office and on the City's website as required.

This was the opportunity for citizens to speak on the preliminary budget.

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

There were no comments.

There was no action on this item due to it being a public hearing only.

PLANNING & ZONING RECOMMENDATIONS

7. Rezoning: All of Lot 12, Block 81, Mission Original Townsite, (R-1) Single Family Residential to (R-2) Duplex-Fourplex Residential, Dagoberto Perez, and Adoption of Ordinance# _____ - De Luna

On July 26, 2023, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site was located at the southwest corner of E. 5th Street and N. Francisco Ave. There was no public opposition during the P&Z Meeting. The board unanimously recommended denial.

Staff and City Manager recommended denial.

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

Homero Salinas, 414 N. Francisco, stated that he was opposed to the rezoning and did not want to see any more apartments.

Esther Salinas stated that she was against the rezoning. Recently there was an incident on Miller that extended over to this area and the area was full of law enforcement. She believed that the increase in apartments had brought on more crime.

Dagoberto Perez, owner of the lot, purchased the property because it was centered around apartment complexes. His plan was to build a 3-plex/4-plexes to be modern and upscale. Mr. Perez also stated that he has heard to concerns of the residents in the surrounding area, and he is willing to work with the city to correct these issues. He would like to beautify the area and implement measures to help the neighboring residents feel safe.

Upon motion by Mayor Pro Tem Plata seconded by Councilman Alberto Vela and approved unanimously, the public hearing was closed.

Councilman Vela moved to deny the Rezoning: All of Lot 12, Block 81, Mission Original Townsite, (R-1) Single Family Residential to (R-2) Duplex-Fourplex Residential, Dagoberto Perez, and Adoption of Ordinance. Motion was seconded by Councilman Mayor Pro Tem Plata and denied unanimously 5-0.

8. Conditional Use Permit: Guest House on Property Zoned R-1A Large Lot Single Family at 2506 Tulip Ave, Lot 17, El Legado Subdivision, R-1A, Roman Esqueda, and Adoption of Ordinance#5354 - De Luna

On July 26, 2023 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site was located approximately 1055' east of Stewart Road along the east side of Tulip Avenue. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

There were no comments.

Upon motion by Mayor Pro Tem Plata seconded by Councilman Vela and approved unanimously, the public hearing was closed.

Councilman Flores inquired if there were any other CUPs approved where the lot size requirement was not met.

Susie De Luna, Planning Director, advised Councilman Flores that there are two others that have been approved with that exception.

Mayor Pro Tem Plata moved to approve the Conditional Use Permit: Guest House on Property Zoned R-1A Large Lot Single Family at 2506 Tulip Ave, Lot 17, El Legado Subdivision, R-1A, Roman Esqueda, and Adoption of Ordinance#5354. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ORDINANCE NO. 5354

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A CONDITIONAL USE PERMIT FOR A GUEST HOUSE ON PROPERTY ZONED
R-1A LARGE LOT SINGLE FAMILY AT 2506 TULIP AVENUE, BEING LOT 17, EL LEGADO
SUBDIVISION

9. Preliminary & Final Re-Plat Approval: Amended Plat of NewQuest Gateway Subdivision, Being a resubdivision of 11.379 acres, being all of Lot 1, Mission Kmart,

and out of Lot 17-11, West Addition to Sharyland, C-3, Developer: A-S 135 HWY 83 – Bryan Rd. L.P, Engineer: Melden & Hunt, Inc., – De Luna

On July 26, 2023, the Mission Planning and Zoning held a Public Hearing to consider the Preliminary & Final Re-Plat Approval for NewQuest Gateway Subdivision. The subject site was located at the northeast corner of Expressway 83 & Bryan Road. There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

There were no comments.

Upon motion by Mayor Pro Tem Plata seconded by Councilman Vela and approved unanimously, the public hearing was closed.

Mayor Pro Tem Plata moved to approve the Preliminary & Final Re-Plat Approval: Amended Plat of NewQuest Gateway Subdivision, Being a resubdivision of 11.379 acres, being all of Lot 1, Mission Kmart, and out of Lot 17-11, West Addition to Sharyland, C-3, Developer: A-S 135 HWY 83 – Bryan Rd. L.P, Engineer: Melden & Hunt, Inc.. Motion was seconded by Councilman Abiel Flores and approved unanimously 5-0.

10. Discussion and action to consider whether or not to revoke or not to revoke the Conditional Use Permit for a Social Club/Night Club – Blackout Private Social Club, 1512 E. Expressway 83, Suite 109, being Lot 109, Re-Plat of Lots 3 & 4, Stewart Plaza Subdivision, C-3, Yair Cruz, - De Luna

On July 12, 2023 the Planning and Zoning Commission held a Public Hearing to consider whether or not to revoke the Conditional Use Permit for a Social Club/Night Club – Blackout Private Social Club at 1512 E. Expressway 83, Suite 109.

On April 24, 2023, the City of Mission held public hearings wherein the conditional use permit for a Social Club/Night Club – Blackout Private Social Club would be allowed or not. It was conditionally approved based on the information provided, the testimony given at the hearings, and as predominately shown on Ordinance No. 5304.

Since that time, Staff, Management, and the Police Department have received several complaints of the business operating past 2:00 a.m. We have called this to the attention of Mr. Yair via mail and in person and evidently, the violation still continued.

Staff had consulted with Management and our City Attorney on this item since it isn't Planning's objective to 'shut down businesses' but to follow the City Ordinance approved by the City Council.

There was no public opposition during the P&Z Meeting. The board unanimously recommended approval.

Staff and City Manager recommended approval.

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

Yair Cruz, owner of Blackout Private Social Club, was present to answer any questions regarding the business. He stated that to his knowledge, there has only been one person who has been making complaints against his business. He has been having issues with this individual and had made police reports previously. Mr. Cruz stated that his business has also been an avenue of

support for the community. Recently, they held an event to help a member pay for funeral expenses. They have also helped other members with medical expenses.

Maria Elena Rodriguez stated that she was in favor of keeping Blackout Private Social Club in business. She had recently been having some medical issues that required surgery, and Blackout helped her raise funds to pay for the surgery.

Upon motion by Mayor Pro Tem Plata seconded by Councilman Vela and approved unanimously, the public hearing was closed.

Victor Flores, City Attorney, advised the council that the reason this item was being reviewed was due to various complaints and incidents that had taken place recently at this location. He mentioned that on August 6th at 4:30 a.m., police responded to a complaint at said location where a subject was charged with public intoxication and assault of a public servant.

Councilman Flores questioned if the recent complaints had occurred after hours (after 2 a.m.) to which Susie De Luna replied that they had.

Councilman Flores then stated that the business had remained open after 2 a.m. which was against the approved conditional use permit given to them.

Mayor Pro Tem Plata moved to revoke the Conditional Use Permit for a Social Club/Night Club – Blackout Private Social Club, 1512 E. Expressway 83, Suite 109, being Lot 109, Re-Plat of Lots 3 & 4, Stewart Plaza Subdivision, C-3, Yair Cruz. Motion was seconded by Councilman Abiel Flores and approved unanimously 5-0.

At 6:10 p.m., Councilwoman Ortega stepped out of the council 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

11. Approval of Minutes – Carrillo

Regular Meeting – July 24, 2023

12. Acknowledge Receipt of Minutes – Perez

Mission Tax Increment Reinvestment Zone Board of Directors – June 27, 2023

Mission Education Development Council – April 26, 2023

Mission Redevelopment Authority Board – June 27, 2023

Mission Economic Development Authority – April 26, 2023

Mission Economic Development Corporation – June 28, 2023

Boys & Girls Club Board of Directors – June 13, 2023

Citizen's Advisory Committee – July 10 & 11, 2023

13. Authorization to allow the purchase of a firearm to Honorably Retired Peace Officer, Jody A. Tittle, an Assistant Chief of Police for the Mission Police Department, in accordance with Texas Government Code, Section 614.051 – Torres

Honorably Retired Peace Officer, Assistant Chief of Police Jody A. Tittle had requested to purchase his Glock 17/Generation 4, 9mm service weapon, serial # BACG-553 from the Mission Police Department.

14. Request by County of Hidalgo Elections Department to use City Facilities for early voting and election day for the November 7, 2023 Constitutional Amendment Election – Carrillo

Approval was being requested for the use of Bannworth Gym and Mission Parks & Recreation Gym for early voting and Election Day for the Constitutional Amendment Election – early voting would begin on October 23 thru November 3, 2023 and Election Day November 7, 2023

15. Approval of Resolution #1847 endorsing the Rio Grande Valley Partnership as the designated regional economic development marketing entity – Carrillo

Support for the resolution recognized the importance of regional partnerships and committed to actively collaborating with other cities and entities within the Rio Grande Valley to foster economic growth, job creation, and community development. The City would actively engage with the Rio Grande Valley Partnership and other regional partners to identify and pursue joint initiatives, including but not limited to infrastructure development, workforce training programs, business retention and expansion efforts, and promotional campaigns to attract investments and tourists to the region.

RESOLUTION NO. 1847

NOW, THEREFORE, BE IT RESOLVED THAT: SECTION 1: SUPPORT FOR REGIONAL PARTNERSHIPS THE CITY OF MISSION RECOGNIZES THE IMPORTANCE OF REGIONAL PARTNERSHIPS AND COMMITS TO ACTIVELY COLLABORATING WITH OTHER CITIES AND ENTITIES WITHIN THE RIO GRANDE VALLEY TO FOSTER ECONOMIC GROWTH, JOB CREATION, AND COMMUNITY DEVELOPMENT.

16. Approval of Memorandum of Understanding and Golf Club Storage Agreement with Sharyland Independent School District in regards to the use of the Shary Municipal Golf Course – Flores

The City of Mission and Sharyland ISD had developed a memorandum of understanding and Golf Club Storage Agreement where the parties agreed to the following:

- CITY agreed to:
 - Provide playing range privileges and playing privileges to said High Schools for the 2023-2024 School year (August 1, 2023 to May 31, 2024 on days that the Shary Municipal Golf Course is regularly open.
 - Provide driving range privileges to and playing privileges to each of the said Junior High Schools for the period of March 1, 2024 to May 31, 2024, on days that the Shary Municipal Golf Course is regularly open.
 - Provide an area designated under the Shary Municipal Golf Course Clubhouse for the storage of Golf Clubs and Bags which can be secured.
- Sharyland ISD agreed to:
 - Pay the City of Mission the sum of \$17,000.00
 - Only school coaches would have key to access cage area

Agreement was approved by Sharyland ISD on July 24, 2023.

17. Authorization to Purchase Diesel Exhaust Fluid, Hydraulic Oil, Motor Oil, Coolant, Etc. from Arnold Oil Company via Region One RFP-Agency-000082-E2 – Mendiola

Staff was seeking authorization to purchase Diesel Exhaust Fluid, Hydraulic Oil, Motor Oil, Synthetic Oil, Coolant, Lubricants, Etc. from Arnold Oil Company via Region One RFP-Agency-000082-E2. Purchases would be for our City's Fleet and Sanitation Department Units for the remainder of the current (22-23) fiscal year.

18. Authorization to Solicit for Bids for Hot & Cold Mix Asphalt for the Public Works Department – Bocanegra

Staff was seeking authorization to solicit bids for Hot & Cold Mix Asphalt for overlays and pothole maintenance throughout the City of Mission.

19. Authorization to Solicit Bids for the purchase of Sand backfill Material for the Public Works Department – Bocanegra

Staff was seeking authorization to solicit bids for the purchase of Sand Backfill material for Streets and Water Distribution under Public Works Department. Sand Backfill Material would be used for daily Maintenance Operations.

20. Authorization to extend three-month renewal option for the purchase of Ready Mix Concrete for the Public Works Department – Bocanegra

Staff was seeking authorization to extend the Three Month Renewal Option for Ready Mix Concrete with 57 Concrete effective from July 24th, 2023 through October 24th, 2023. Ready Mix Concrete orders would be placed on an as needed basis throughout the 3-month base term.

21. Authorization to credit A/R Weedy Lot Account – Vela

The attached Accounts Receivable Weedy Lot Payoff was being submitted for credit on account.

As per City Ordinance amount requested exceeded allowable amount that can be issued by City Manager and is therefore being submitted for credit by City Council.

Mayor Pro Tem Plata moved to approve all consent agenda items 11 thru 21 as presented. Motion was seconded by Councilman Vela and approved unanimously 4-0.

APPROVALS AND AUTHORIZATIONS

22. Final Plat Approval: Eduardo's Subdivision No. 20, A 19.67 acre tract of land, out of Lots 47-4 and 48-4, West Addition to Sharyland Subdivision, Rural ETJ, Developer: Izaguirre Real Estate Holdings, Engineer: Izaguirre Engineering Group, LLC - De Luna

On August 22, 2022 the Mission City Council held a Public Hearing to consider the Preliminary Plat Approval for Eduardo's Subdivision No. 20. The subject site was located at along the west side of Trosper Road approximately ½ mile north of Mile 6 Road. There was no public opposition during the City Council Meeting. The Board unanimously recommended approval.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the Final Plat Approval: Eduardo's Subdivision No. 20, A 19.67 acre tract of land, out of Lots 47-4 and 48-4, West Addition to Sharyland Subdivision,

Rural ETJ, Developer: Izaguirre Real Estate Holdings, Engineer: Izaguirre Engineering Group, LLC. Motion was seconded by Councilman Vela and approved unanimously 4-0.

23. Final Plat Approval: Maluz II Subdivision, Being all of Lot 17, Block 3, Texan Gardens Subdivision, Suburban E.T.J., Developer: Julio Cerda, Engineer: South Texas Infrastructure Group - De Luna

On November 28, 2022 the Mission City Council held a Public Hearing to consider the Preliminary Plat Approval for Maluz II Subdivision. The subject site was located at the intersection of 4 Mile Road and Iowa Road (Mission Suburban ETJ). There was no public opposition during the City Council Meeting. The Board unanimously recommended approval.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the Final Plat Approval: Maluz II Subdivision, Being all of Lot 17, Block 3, Texan Gardens Subdivision, Suburban E.T.J., Developer: Julio Cerda, Engineer: South Texas Infrastructure Group. Motion was seconded by Councilman Vela and approved unanimously 4-0.

24. Final Plat Approval: Speedy Trails Subdivision, Being a 20.30 acres tract of land out of Lot 28-5, West Addition to Sharyland, R-1T, Developer: Roberto Calvillo, Engineer: Cruz-Hogan Engineers - De Luna

On November 22, 2021 the Mission City Council held a Public Hearing to consider the Preliminary Plat Approval for Speedy Trails Subdivision. The subject site was located at the southeast corner of W. Mile 2 Road and N. Holland Avenue. There was no public opposition during the City Council Meeting. The Board unanimously recommended approval.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the Final Plat Approval: Speedy Trails Subdivision, Being a 20.30 acres tract of land out of Lot 28-5, West Addition to Sharyland, R-1T, Developer: Roberto Calvillo, Engineer: Cruz-Hogan Engineers. Motion was seconded by Councilman Vela and approved unanimously 4-0.

25. Final Plat Approval: Bryan Pointe Subdivision Ph. II, Being a 3.72 acres net tract of land, more or less, out of Lot 18-11, West Addition to Sharyland Subdivision, R-2, Developer: LAC Enterprises, LLC, Engineer: Rio Delta Engineering - De Luna

On August 8, 2022 the Mission City Council held a Public Hearing to consider the Preliminary Plat Approval for Bryan Pointe Subdivision Phase II. The subject site was located 655' East from the intersection of E. 1st Street and Bryan Road along the south side of E. 1st Street. There was no public opposition during the City Council meeting. The Board unanimously recommended approval.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the Final Plat Approval: Bryan Pointe Subdivision Ph. II, Being a 3.72 acres net tract of land, more or less, out of Lot 18-11, West Addition to Sharyland Subdivision, R-2, Developer: LAC Enterprises, LLC, Engineer: Rio Delta Engineering. Motion was seconded by Councilman Vela and approved unanimously 4-0.

At 6:15 p.m., Councilwoman Ortega rejoined the meeting.

26. Authorization to re-enter into a Memorandum of Understanding for the Educational Resource Officer Program between the City of Mission and the Sharyland Independent School District for the 2023-2024 school year – Torres

A total of six (6) police officers would be assigned to the Sharyland I.S.D. during the 2023-2024 school year. The total amount of the Interlocal agreement was \$405,094.92 for the purpose of continuing the Educational Resource Officer Program at Sharyland Independent School District.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the Memorandum of Understanding for the Educational Resource Officer Program between the City of Mission and the Sharyland Independent School District for the 2023-2024 school year. Motion was seconded by Councilman Vela and approved unanimously 5-0.

27. Authorization to amend the Memorandum of Understanding for the Educational Resource Officer Program between the City of Mission and the Mission Consolidated Independent School District for the 2023-2024 school year - Torres

A total of fifteen (15) police officers would be assigned to the Mission I.S.D. during the 2023-2024 school year. The total amount of the Interlocal agreement is \$991,783.35 for the purpose of continuing the Educational Resource Officer Program at Mission Consolidated Independent School District.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the amendment to the Memorandum of Understanding for the Educational Resource Officer Program between the City of Mission and the Mission Consolidated Independent School District for the 2023-2024 school year. Motion was seconded by Councilman Vela and approved unanimously 5-0.

28. Authorization to purchase via a sole source vendor, a total of three (3) Skycop Mobile Surveillance Trailers – Torres

Authorization to purchase three (3) Skycop Mobile Surveillance Trailers from Skycop Incorporated. The three (3) Skycop Mobile Surveillance Trailers would be utilized by our department to monitor heavily populated commercial/residential areas. These three (3) Skycop Mobile Surveillance Trailers would assist with deterring all burglary of vehicles, auto thefts, and any other common crimes in our heavily populated commercial/residential areas.

Grant funds from FY 2022 Stonegarden Grant would be utilized for this purchase.

Staff and City Manager recommended approval.

Councilwoman Ortega moved to approve the purchase via a sole source vendor, a total of three (3) Skycop Mobile Surveillance Trailers. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

29. Approval of Amendment #1 to Advance Funding Agreement for Inspiration Road/Military Parkway Loop widening project – Terrazas

Amendment #1 to Advance Funding Agreement for widening of Inspiration Road/Military Parkway Loop to a 4 lane divided facility on Inspiration Road, from IH-2 to Military Road (Parkway Loop) east to FM 1016.

As a result of recent updates approved by the Rio Grande Valley Metropolitan Planning

Organization, additional Category 7 funds were awarded to this project. Category 7 funds for utilities are increased by \$500,000 from \$800,000 to \$1,200,000. The \$500,00 increase in Category 7 funds resulted in an increase of \$26,650 from \$1,402,278 to \$1,428,928 in direct state costs which were being paid by the state. The total estimated contract budget increased by \$526,650, from \$28,089,609 to \$28,616,259.00.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the Amendment #1 to Advance Funding Agreement for Inspiration Road/Military Parkway Loop widening project. Motion was seconded by Councilman Vela and approved unanimously 5-0.

30. Approval of Amendment #2 to Advance Funding Agreement for Taylor Road, Mile 2 N. to Business 83 Project – Terrazas

Amendment #2 to Advance Funding Agreement for widening of Taylor road to 4 lane roadway from 0.36 miles south of Mile 2 North to Business 83.

As a result of recent updates approved by the Rio Grande Valley Metropolitan Planning Organization, additional Category 7 funds were awarded to this project. The total estimated cost of the Construction Category 7 funds was increased by \$5,000,000 from \$7,600,000 to \$12,600,000 and to change the responsibility for Construction Direct State Cost to the Local Government.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the Amendment #2 to Advance Funding Agreement for Taylor Road, Mile 2 N. to Business 83 Project. Motion was seconded by Councilman Vela and approved unanimously 5-0.

31. Authorize Mayor to execute a 5th Amendment to Reimbursement Agreement between Mission Redevelopment Authority, Reinvestment Zone Number One and the City of Mission related to Bentsen Palm Development Lift Station Project Phase III – Terrazas

Authorize Mayor to execute a 5th Amendment to Reimbursement Agreement between Mission Redevelopment Authority, Reinvestment Zone No. One, and the City of Mission. This 5th amendment to reimbursement agreement was related to the Bentsen Palm Development Lift Station Project Phase III.

Staff and City Manager recommended approval.

Councilman Vela moved to approve the Amendment #2 to Advance Funding Agreement for Taylor Road, Mile 2 N. to Business 83 Project. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

32. Authorization to award bid for (2) Wanco video message boards – Garcia

The City of Mission had accepted and opened one (1) bid response for video message board. Staff recommended awarding bid to Fast Signs who was the sole responsible bidder meeting all specifications.

These message boards would be used to provide the residents of City of Mission with various information such as updates on CDC guidelines, COVID 19, vaccination sites, it would also be

utilized to provide important information in the event of severe weather, hurricanes, disasters etc. such as shelter information and evacuation routes.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the authorization to award bid for (2) Wanco video message boards. Motion was seconded by Councilman Flores and approved unanimously 5-0.

33. Approval of Public Relations and Communications and Media Relations Consulting Services with KM International via TIPS Contract – Geddes

KM International (KM) proposed to provide Public Relations and Communications Consulting Services and Media Relations Consulting Services to the City of Mission, Texas, for the purposes of promoting and marketing city news, activities, and accomplishments within and among the Mission community and the broader community-at-large, as well as developing and implementing strategies for effective relations with media outlets to maintain optimal media coverage on an ongoing basis at a monthly rate of \$6,750.00.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the Public Relations and Communications and Media Relations Consulting Services with KM International via TIPS Contract. Motion was seconded by Councilman Vela and approved unanimously 5-0.

34. Authorization to purchase Diesel Pump and accessories from XYLEM via Buy Board for Water Distribution – Bocanegra

Staff was seeking authorization to purchase a Dri-Prime SD150M Diesel Pump & accessories from XYLEM via Buy Board contract HGAC CM02-21 to be used for emergency bypass during power outages for lift stations throughout the City of Mission utilizing ARPA funds in the amount of \$59,775.76

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the purchase Diesel Pump and accessories from XYLEM via Buy Board for Water Distribution. Motion was seconded by Councilman Flores and approved unanimously 5-0.

35. Consideration to modify 2023 City of Mission Christmas Holiday schedule – Carrillo

City of Mission offices were currently scheduled to be closed on Friday, December 22 and Monday, December 25 for the Christmas Holiday. Consideration was being requested to modify the holiday schedule for 2023 as follows: City offices to be closed on Monday, December 25 and Tuesday, December 26, 2023. City offices would be open on Friday, December 22, 2023.

Staff and City Manager recommended approval.

Councilwoman Ortega moved to approve the modification to the 2023 City of Mission Christmas Holiday schedule. Motion was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

36. Approval of Budget Amendment: 2018 CO Fund & 2021 CO Fund – Vela

Approval of the attached budget amendments:

2018 CO Fund – (\$1,226,219.00 Expenditures)

2021 CO Fund – (\$16,619,284.00 Expenditures)

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the Approval of Budget Amendment BA-23-11: 2018 CO Fund & 2021 CO Fund. Motion was seconded by Councilman Vela and approved unanimously 5-0.

37. Authorization to purchase GS Systems from CUBIC for Public Works – Bocanegra

Staff was seeking authorization to purchase GS Systems (cameras) & accessories from CUBIC. Cameras would be installed on 495/Stewart & 495/Glasscock intersections to aid with detection.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the purchase of GS Systems from CUBIC for Public Works. Motion was seconded by Councilman Vela and approved unanimously 5-0.

38. Authorization to award bid for Sludge Management Service for Public Works Department- Bocanegra

The City of Mission had accepted and opened two (2) Bid responses for Sludge Management Services for the Public Works Department Waste Water Treatment Plant, Pre-Treatment Plant, North Water Plant and South Water Plant. Staff recommended awarding bid to C&C Waste Management dba: CB3 Hauling who was the lowest responsible bidder meeting all specifications. Recommendation was based solely on estimated quantities and orders would be placed on an as needed basis.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve the authorization to award bid for Sludge Management Service for Public Works Department. Motion was seconded by Councilman Flores and approved unanimously 5-0.

UNFINISHED BUSINESS

39. TABLED 07/10/2023 & 07/24/2023: Rezoning: Being a tract containing 0.36 acre of land situated out of the South one-half of Block 15-8, of the West Addition to Sharyland of Porciones 53, 54, 55, 56 & 57, and further being out of Lot 61, of the unrecorded Melba Carter Subdivision, (R-1) Single Family Residential to (R-2) Duplex-Fourplex Residential, Martin Vega, and Adoption of Ordinance# ____ - De Luna

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

On June 28, 2023, the Planning and Zoning Commission held a Public Hearing to consider the rezoning request. The subject site was located at the southwest corner of Melba Carter & Mayberry Road. There was public opposition during the P&Z Meeting. The main concerns were safety and property values. The board unanimously recommended denial. If the City Council is inclined to overturn P&Z recommendation to deny the rezoning a 4/5th vote would be needed in order to approve this request

Staff and City Manager recommended denial.

Councilman Flores asked if the transition from industrial across the street from this location to R-2 would be higher density and asked if there were any apartments in the area. Councilwoman Ortega stated there was a structure in the middle of the property line and asked if the structure would stay or be demolished? She was not against approval since the family lived in the area and would maintain the property.

As to the structure it would need to be demolished before a building permit would be issued a layout would need to be submitted to the Planning Department, this process would need to be followed even a home was being built in the property. Councilwoman Ortega asked staff to discuss the situation with the applicant and recommended tabling the item.

Councilwoman Ortega moved to table this item. Motion was seconded by Councilman Vela and approved unanimously 5-0.

ROUTINE MATTERS

City Manager Comments – August 19th, RGV Humane Society will be having a Vaccination Clinic at their location on 227 Abelino Farias, August 22nd will be National Night Out at the Mission Event Center, August 18th Ribbon Cutting Ceremony for Rio Grande Regional Stand Alone ER, Wednesday August 17th Buenas Tardes Luncheon at the Mission Event Center.

Mayor's Comments – Mayor Garza wished everyone a good school year.

City Council Comments – Councilwoman Ortega asked everyone to be aware of their surroundings especially now that school had started. She wished everyone a fabulous back to school.

EXECUTIVE SESSION

1. Closed session pursuant to Tex. Gov't Code Section 551.071 (Consultation with City Attorney) related to pending litigation; specifically, City of Mission v. Warehouse Event Center LLC dba Blackout Private Social Club (CL-23-2429-H, County Court at Law #8). (City Attorney V. Flores)

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

ADJOURNMENT

At 6:40 p.m., Mayor Pro Tem Plata moved for adjournment. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023

PRESENTED BY: Randy Perez, City Manager

AGENDA ITEM: Acknowledge Receipt of Minutes – Perez
Shary Golf Advisory Board – June 21, 2023
Planning and Zoning Commission – June 19, 28, July 12, 2023
Keep Mission Beautiful – July 11, 2023
Mission Civil Service Commission – June 29, 2023

NATURE OF REQUEST:

See Attached Minutes

BUGETED: 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 *RP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

SHARY GOLF ADVISORY BOARD

June 21, 2023

MINUTES

Item 13.

I. CALL TO ORDER

- Mr. Isaac Martinez called the meeting to order.

II. ROLL CALL

- The following board members were present: Mr. Martinez, Mr. Salinas, Mr. Lau, Mr. T. Garza, Mr. Flores, Mr. Barrera, and Mr. C. Garza
- The following board members were absent: None
- The following staff members were present: Mr. Flores, Golf Director and J.P. Terrazas, ACM

III. Approval of Minutes

- The minutes from May 17,2023

IV. Public Participation

- J. P. Terrazas introduced himself as the new A.C.M. overseeing the golf course. He sees a lot of maintenance issues that can be done with interdepartmental resources like Public Works, Sanitation and Parks Department.

V. ADMINISTRATIVE REPORTS

- Golf Director's Report
 - Financials reviewed for May 2022 – May 2023
 - The Jr program was larger this year than last year showing some increase.
 - It is extremely hot and play is slowing down during the hottest part of the day.
 - The Monday Night League is still going strong.
 - We are about 76% of the projected revenues of the fiscal year, we need to be at about 85 % when the winter Texans leave.
- Superintendent's Report
 - He has sprayed the greens for insecticide, fungicide and fertilizer. He believes that the greens have improved some.
 - The rain has helped out in the overall improvement of the golf course.
-

VI. NEW BUSINESS

- Discussion on new P.O.S. software
 - The golf course would like to enter into a new software agreement for the point of sale system.
 - Teesnap is offering iPads, credit card processing, online booking, website and social media management.
 - The golf course will trade 10 tee times/ players per day in trade to cover the cost of the Teesnap software bundle.
 - A Motion was made by Ben Lau and seconded by Toby Garza to go ahead and get permission from council to enter into a golf tee time trade agreement with the Teesnap company.

VII. OLD BUSINESS

- Golf Course Needs
 - Mr. Martinez mentioned that Shary Golf Course at one time was the best golf courses in the state of Texas and is lucky to have 27 holes. Now is the time for the Shary Golf Course to take advantage of all the other golf

courses closing. The Golf Advisory Board formed the Golf Course Capital Improvement Fund to purchase things necessary for the golf course like specialty equipment and immediate needs. The Fund is now being used to replace the equipment purchase line item in the golf course budget and it was not intended for that. Mr. Barrera would like the city to know the overall economic impact the golf course makes is a big deal and drives in sales and property taxes. Mr. Terrazas mentioned that he noticed several line items in the golf course budget that have not been used or under-utilized. Mr. Martinez also mentioned that the proposed golf maintenance building was too expensive to build and more that was necessary for the golf course needs. Martin Flores would like to the help given to other departments when they hold golf fundraisers be reflected as an in-kind donation to help understand the revenue differences. Mr. Lau also mentioned the loss of revenue that the golf course endures when golf carts are lent out for city events should also be reflected somehow. Mr. Martinez also mentioned the golf tournaments we have lost due to the declining conditions. Mr. Barrera mentioned that support form a council is necessary for improvement. It was also mentioned by several board members that the snack bar might be better off being leased out to a private entity.

- Discussion on Golf Course Capital Improvement Fund
 - The golf course created a capital improvement was created by taking a dollar off every nine-hole green fee and two dollars of every eighteen-
- Discussion on Equipment
 - Mr. Martinez mentioned John Deere 7700A fairway mower, John Deere 2038R Tractor w/ Terra Spike SL6 Aerifier and John Deere Aercore 800 Aerator , the new superintendent said these pieces of equipment are necessary for proper care of the golf course.

VIII. DIRECTOR'S COMMENTS

- Mr. Flores is excited to have Mr. Terrazas as my direct ACM, he also believes that this is the year we will get over the hump.

IX. CHAIRMAN'S COMMENTS

- Mr. Martinez stated that Mario was doing a good job and is glad that Mr. Terrazas is the new ACM overseeing the golf course. He stated that Shary is the biggest park in the City of Mission and provides revenue back into the City, and in combination with the new superintendent and the new leased golf equipment will bring great improvement to the golf course. Mr. Terrazas is glad to be a part of the golf course now, and the departments he oversees have a lot of equipment that can be very helpful to the golf course. He is here to help Mr. Flores succeed and bring Shary Golf Course into the next phase.

X. ADJOURNMENT

**SPECIAL PLANNING AND ZONING COMMISSION
JUNE 19, 2023
CITY HALL'S COUNCIL CHAMBERS @ 5:30 P.M.**

<u>P&Z PRESENT</u>	<u>P&Z ABSENT</u>	<u>STAFF PRESENT</u>	<u>GUESTS PRESENT</u>
Connie Garza	Raquenel Austin	Victor Flores	Oscar L. Cantu
Diana Izaguirre	Javier Barrera	Susie De Luna	Belinda Villegas
Ruben Arcaute	Kevin Michael Sanchez	Jessica Munoz	Eloy Elizondo
Steven Alaniz		Pat Martinez	Marco Gonzalez
Jasen Hardison		Gabriel Ramirez	Evangelina Rodriguez
			Jay Villegas

CALL TO ORDER

Chairwoman Izaguirre called the meeting to order at 5:34 p.m.

CITIZENS PARTICIPATION

Chairwoman Izaguirre asked if there was any citizen's participation.

There was none

APPROVAL OF MINUTES FOR MAY 24, 2023

Chairwoman Izaguirre asked if there were any corrections to the minutes for May 24, 2023. Mr. Hardison moved to approve the minutes. Mr. Arcaute seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:35 p.m.

Ended: 5:42 p.m.

Item #1.1

Rezoning:

**A 19.00 acre composite tract of land being compromised of the West 627.0' of the North ½ of the East ½ of Lot 15-11, West Addition to Sharyland, and all of Lot 3 and the West 297.0' of Lot 4, Rees Subdivision
C-1 & C-3 to R-1
Oscar L. Cantu**

Ms. De Luna went over the write-up stating the subject site is located approximately 600' east of Bryan Road along the north side of Trinity Road

SURROUNDING ZONES:

**N: AO-I - Agricultural Open Interim
E: R-1A - Large Lot Single Family
W: C-3 - General Business
S: R-1A - Large Lot Single Family**

EXISTING LAND USES:

**N: Vacant
E: Residential Subdivision
W: Vacant & Commercial
S: Residential Subdivision
Site: Vacant**

FLUM: General Commercial (GC)

REVIEW COMMENTS: The proposed zone does not comply with the City's Future Land Use Map, and is not being consistent with the surrounding large lot single family properties.

RECOMMENDATION: Staff recommends approval.

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

Mr. Marcos Gonzalez stated he did not know the size of the lots. He stated he was opposed to anything less than 8,500.

Mr. Oscar L. Cantu the applicant stated that he purchased Mayfair Subdivision. He added that the average size for the lots would be 8,000 sq. ft. which is the same as Mayfair Subdivision. He stated it would be a copy and paste of Mayfair Subdivision.

Chairwoman Izaguirre asked if the subdivision would be gated.

Mr. Cantu stated "yes". he added it would be the same design, restrictions, and gates as Mayfair Subdivision.

Ms. De Luna explained that the R-1 lots can be 6,000 sq. ft. or higher.

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

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mr. Arcaute moved to the approve the rezoning. Mrs. Garza seconded the motion. Upon a vote, the motion passed unanimously. Mrs. Austin was opposed to the motion.

Started: 5:42 p.m.

Ended: 5:43 p.m.

Item #2.0

Single-Lot Variance:

**Being 2.06 acre of land, more or less,
out of Lot 23-1, West Addition to Sharyland
R-1
Belinda Villegas**

Mr. Ramirez went over the write-up stating the subject site is located approximately 200' south of W. 20th St. along the west side of Adams Avenue. The lot measures 125' x 717' for a total of 89,625 sqft. and currently has an existing home on the lot to include a detached covered patio. The proposed structure will be 953 sqft. which will consist of 2 bedrooms, 1 bathroom, a game room, and a porch.

WATER: There is an existing 6" water line along Adams Ave. There is also an existing fire hydrant along Adams Ave. approx. 450' south of the subject site. No additional hydrants are required.

SEWER: There is an existing 8" sanitary sewer line running along Adams Ave., which currently serves this property.

STREETS: The property has a frontage along Adams Ave., a paved street. An additional 9' of ROW is required to meet the City's Transportation Plan. There is an existing streetlight located near the SE corner of the subject site, thus no new streetlight is required.

OTHER COMMENTS

Since there is an existing home on the property, Park Fees will not be imposed.
 Since they are also connected to sewer, the Capital Sewer Recovery Fee will not be imposed.

RECOMMENDATION

Staff does not object to the single lot variance subject to: 1) Dedication of 9' additional ROW along Adams Ave.

Chairwoman Izaguirre asked if the board had any questions.

There was none.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mrs. Garza moved to approve the Single Lot Variance. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:43 p.m.

Ended: 5:46 p.m.

Item #2.1

Variance request to the Subdivision Code to allow multiple uses in an un-subdivided tract of land being the East ½ of the West 4.7 acres of the East 9.6 acres of the North 19 acres of Lot 24-5, West Addition to Sharyland, as requested by Eloy Elizondo

Ms. De Luna went over the write-up stating that on May 16, 2023 staff received a written request to allow an Auto Repair Shop and a Used Car Dealer on an un-subdivided acreage out of Lot 24-5, West Addition to Sharyland. Staff notes that currently the property has multiple uses such as a residential, multi-family and commercial.

- 2/27/02 – CUP for portable building to be used as sales office for plumbing business approved for life of use
- 4/9/03 – CUP to build two 4-plexes on property zoned C-3 approved for life of use
- Currently, Mr. Elizondo would like to add 2 more businesses, which triggers the subdivision process.

Mr. Elizondo would like the Board to consider allowing staff to issue any type of permit during the subdivision process. Staff notes that no subdivision has been submitted as of this write-up.

Staff recommends denial.

*Note: If the Board is inclined to approve the request staff would recommend that he complies with all city ordinances and building codes (ex. parking, lighting, landscaping, etc.)

Chairwoman Izaguirre asked if the board had any questions.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Arcaute moved to the deny the variance request. Mr. Hardison seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:46 p.m.

Ended: 5:47 p.m.

Item #3.0

**Preliminary & Final
Plat Approval:**

El Crucero III Subdivision

**Being a resubdivision of a 21.50 acre tract of land out
of Lot 18 and 19, Block 11, Texan Gardens Subdivision
Suburban ETJ**

Developer: Pena Chapa Development

Engineer: South Texas Infrastructure Group

Ms. De Luna went over the write-up stating the property is located on SW corner of 5 Mile Rd. and Texan Rd. (Mission Suburban ETJ) – see vicinity map. El Crucero III Subdivision is a proposed 22 single family lot subdivision with an optional commercial use for Lots 17, 21 & 22 – see plat for actual dimension, square footages, and land uses.

WATER

The water CCN belongs to Agua Special Utility District. The developer is proposing to supply each lot by individual services from an existing 12" water main on the north side of 5 Mile Rd. and proposing a new 12" water extension east of Texan Rd. to supply Lots 18-22. There will be 3 fire hydrants to be used as filling stations via direction of the Fire Marshal's office – see utility plan.

SEWER

Sanitary Sewer service for this subdivision will be addressed by individual on-site sewage facilities (OSSF) of a standard design septic tank and drain field on each lot. Each lot meets or exceeds the county's typical ½ acre standard where septic tanks are permitted. This is not within the City of Mission's Sewer CCN.

STREETS & STORM DRAINAGE

Access will be from Mile 5 Rd. for Lots 1-16 and from Texan Rd for Lots 17-22. Storm water will be mitigated by installing a grate inlet on Texan Rd that will drain into an existing drain ditch located on the property. The developer is dedicating the property that encompasses the existing drain ditch which will account for a volume of 52,568 cft for detention purposes. The City Engineer has reviewed and approved the drainage report.

RECOMMENDATION

Staff recommend approval subject to meeting the Model Subdivision Rules and meeting any comments from the County Planning Department.

Chairwoman Izaguirre asked if the board had any questions.

There being no discussion, Chairwoman Izaguirre entertained a motion. Ms. Garza moved to the approve the Preliminary & Final Plat Approval. Mr. Hardison seconded the motion. Upon a vote, the motion passed unanimously.

**ITEM#4.0
ADJOURMENT**

There being no further items for discussion, Chairwoman Izaguirre entertained a motion. Mr. Arcaute moved to adjourn the meeting. Mr. Hardison seconded the motion. Upon a vote, the motion to adjourn passed unanimously at 5:47 p.m.



Diana Izaguirre, Chairwoman
Planning and Zoning Commission

**PLANNING AND ZONING COMMISSION
JUNE 28, 2023
CITY HALL'S COUNCIL CHAMBERS @ 5:30 P.M.**

P&Z PRESENT

Connie Garza
Diana Izaguirre
Raquenel Austin
Steven Alaniz
Jasen Hardison

P&Z ABSENT

Ruben Arcaute
Javier Barrera
Kevin Michael Sanchez

STAFF PRESENT

Victor Flores
Susie De Luna
Alex Hernandez
Jessica Munoz
Cynthia Gonzalez
Gabriel Ramirez

GUESTS PRESENT

Belinda Balli	Eliana Casanova	Rosa De La Garza	Jesus Urefia
George Sanchez	Sonya Garza	Joel Cura	Jose Angel Treviño
Eznel Perez	Martha Urefia Reyes	Carmina Pedraza	Benjamin Peña
Marco Hinojosa	Mike Treviño	Carla Garcia	Eric Peña
Karen Wunsch	Estin Phillip	Everardo Garcia	Mariano Garcia
Ciro Ochoa	Nora Nely Garcia	Irene Garza	Miguel Martinez
Dolores Ueckert	Angela Gonzalez	Irma Garza	Elvia Esquivel
William Ueckert	Asencion Martinez	Juan Pinera	Zeneth Perez
Juan Rosel	Irma Martinez	Raul Zarate	Alex Guerra
Martin Vega	Robby Gonzalez	Deisy Garza	Crystal B.
Reynaldo Hernandez	Julio Cerda	Ana Nava Cantu	Diana De La Garza
Erick Ramirez	Daniel Estrada	Jose Villegas	

CALL TO ORDER

Chairwoman Izaguirre called the meeting to order at 5:33 p.m.

CITIZENS PARTICIPATION

Chairwoman Izaguirre asked if there was any citizen's participation.

There was none

APPROVAL OF MINUTES FOR JUNE 19, 2023

Chairwoman Izaguirre asked if there were any corrections to the minutes for June 19, 2023. Mrs. Garza moved to approve the minutes. Mr. Hardison seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:34 p.m.

Ended: 5:40 p.m.

Item #1.1

Rezoning:

**Being a 5.93 acre tract of land,
being out of Lot 97, Mission Acres
AO-1 to R-1T
Daniel E. Estrada**

Ms. De Luna went over the write-up stating the subject site is located on the Southeast corner of W. 20th Street and Adams Avenue (aka Pena Avenue)

SURROUNDING ZONES:

N:	R-1	– Single Family Residential
E:	AO-I & R-1	– Agricultural Open Interim & Single Family Residential
W:	AO-I & R-1	– Agricultural Open Interim & Single Family Residential
S:	R-1	– Single Family Residential

EXISTING LAND USES:

N:	Single Family Home
E:	Single Family Home
W:	Single Family Home
S:	Single Family Home
Site:	Vacant

FLUM: Low Density Residential (LD)

REVIEW COMMENTS: The proposed zone does not comply with the City's Future Land Use Map and surrounding land uses. Approving an R-1T zone in this single-family residential area would be detrimental to surrounding property owners.

RECOMMENDATION: Staff recommends denial.

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

Mr. Jay Villegas who resides at 1911 Adams Avenue stated he was opposed to the request. His main concerns were traffic increase, kids' safety, and property values decreasing.

Mr. Everardo Garcia who resides at 1517 W. 20th Street stated he was opposed to the request. He stated they had 28 signatures of citizen who were opposed to the request.

Mrs. Crystal Reyes who resides at 1511 W. 20th Street stated she was opposed to the request. Her main concerns were safety and increase in delinquency.

Mr. Jorge Sanchez who resides at 913 Adams stated he was opposed to the request.

Mr. Daniel Estrada the applicant was present. He stated traffic would decrease since he was proposing to extend the streets which would alleviate homes. He added the townhomes would increase property values. He mentioned they were going to work on drainage and electricity.

Chairwoman Izaguirre entertained a motion to close the public hearing. Mr. Hardison moved to close the hearing. Mrs. Garza seconded the motion. Upon a vote, the motion passed unanimously.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mrs. Garza moved to the deny the rezoning. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:40 p.m.

Ended: 5:51 p.m.

Item #1.2

Rezoning: Lot 65 and the West ½ of Lot 64,

**Shary Villas Subdivision
R-1 to C-1
Jesus Trevino**

Ms. De Luna went over the write-up stating the subject site is located at the Southeast corner of N. Shary Road and E. 20th. Street.

SURROUNDING ZONES:

N:	R-1	– Single-Family Residential
E:	R-1	– Single-Family Residential
W:	R-1	– Single-Family Residential
S:	AO-I	– Agricultural Open Interim

EXISTING LAND USES:

N:	Single Family Home
E:	Single Family Home
W:	Single Family Home
S:	Bannworth Park
Site:	Single Family Home

FLUM: Lower Density Residential (LDA)

REVIEW COMMENTS: The proposed zone does not comply with the City's Future Land Use Map and surrounding land uses. Approving a C-1 zone would be detrimental to the surrounding properties. Staff notes that this item was presented to P&Z on December 21, 2022 and no action was taken to give the applicant the opportunity to get with the neighbors to discuss his proposal since there was opposition.

RECOMMENDATION: Staff recommends denial.

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

Mr. Ciro Ochoa stated he was opposed to the request. His main concerns were property size and parking for clients.

Mr. Mike Trevino who resides at 2401 E. 20th Street stated he was opposed to the request. His main concerns were property values, traffic increasing in the subdivision, strangers in the subdivision, deed restriction showing commercial is not allowed, and a plat note stating lots can not have an entrance through Shary Road.

Mr. Raul Zarate who resides at 2413 E. 20th Street stated he was opposed to the request.

Mr. Jesus Trevino the applicant was present. He stated his request would benefit the subdivision. He added the entrance would be on Shary Road. He mentioned there would be plenty of customer parking and would be properly secured. He added the property values would go up which would benefit the residents.

Mr. Alejandro Arjona who resides at 2419 E. 22nd Street stated he was in favor of the request. He stated that everything along Shary Road is commercial and this project should not be a problem to the subdivision.

Chairwoman Izaguirre entertained a motion to close the public hearing. Mr. Hardison moved to close the hearing. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Mrs. Austin asked if anyone was currently living in the home.

Mr. Treviño stated "yes".

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mrs. Austin moved to the deny the rezoning. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:51 p.m.

Ended: 6:09 p.m.

Item #1.3

Rezoning: **A 19.06 acre tract of land, more or less, being the South 19.06 acres of Lot 28-12, West Addition to Sharyland of Porciones 53-57 AO-I to P Vanguard Academy, Inc. c/o Dr. Narcisco Garcia**

Ms. De Luna went over the write-up stating the subject site is located approximately 1,028' south of E. Mile 2 Road along the west side of Stewart Road.

SURROUNDING ZONES:

N:	R-1A	– Large Lot Single Family
E:	R-1A	– Large Lot Single Family
W:	AO-I	– Agricultural Open Interim
S:	AO-I	– Agricultural Open Interim

EXISTING LAND USES:

N:	Single Family Home
E:	Single Family Home
W:	Vacant
S:	Single Family Home
Site:	Vacant

FLUM: Lower Density Residential (LDA)

REVIEW COMMENTS: This item was previously considered on December 24, 2022 by the City Council and it was denied due to the substantial amount of opposition to the P (Public) zone. During that meeting the residents submitted a petition reflecting 49% opposition. The concerns expressed in the petition refer to being in contravention to the City's purpose in establishing zone districts, the current road that will be used for ingress and egress is not designated to sustain additional heavy traffic and subsequent congestion, and would further complicate the drainage issues.

Staff notes that schools have been allowed in Agricultural, and Single-Family Residential zones in the past. On August 13, 2012, City Council created a new zone which requires all public facilities such as City, County, Federal buildings, Churches and Schools to fall within this zone. Vanguard wishes to comply with this new zoning requirement. The school use is exactly what the P zone is intended to regulate.

The applicant submitted a traffic count for Stewart Road and a site plan showing compliance with all the required setbacks, two entrances to the school off of Stewart Road.

In regards to schools, Former Attorney General, Greg Abbott explained that a home rule city "may enforce its reasonable land development regulations and ordinances against an independent school district for the purpose of aesthetics and the maintenance of property values.

RECOMMENDATION: Staff seeks direction.

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

Mrs. Ridolfo who resides at 2907 N. Stewart stated she was opposed to the request. her main concerns were traffic, Stewart road being narrow, no sidewalks in the area, drainage issues, dip on street, and the construction of the school.

Mr. Julio Cerda who resides at 2800 N. Stewart Road stated he was opposed to the request. His main concerns were the (P) zone not being consistent to the area, the Future Land Use Map, and major financial issues. He mentioned this property should be R-1A.

Mr. Juan Rosel who resides at 1608 Pebble Drive stated he was opposed to the request. His main concerns drainage, home investments, and traffic.

Mr. Miguel Martinez the architect for the school was present. He stated the design for the school would be made to comply with all city requirements and codes. He added they did a traffic study within a 1 mile radius and it complied. He mentioned the school would be for about 800 students.

Chairwoman Izaguirre entertained a motion to close the public hearing. Mr. Alaniz moved to close the hearing. Mr. Hardison seconded the motion. Upon a vote, the motion passed unanimously.

Mrs. Austin asked where would be the 5-12 graders.

Mr. Martinez stated some buildings would be 2 floors.

Chairwoman Izaguirre asked if the traffic study was complying with city requirements.

Ms. De Luna stated the study was done for Stewart Road. She added it also has to be done for 2 Mile Road. She added the current traffic study showed it would alleviate traffic.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mrs. Austin moved to the deny the rezoning. Mr. Hardison seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:09 p.m.

Ended: 6:21 p.m.

Item #1.4

Rezoning:

**A 1.000 acre tract of land, more or less,
out of Lot 236, John H. Shary Subdivision
AO-I to R-1T
Elite Development 786, LLC**

Ms. De Luna went over the write-up stating the subject site is located ¼ mile South of E. Griffin Parkway (F.M. 495) along the West side of Taylor Road

SURROUNDING ZONES:

**N: AO-I – Agricultural Open Interim
E: AO-I – Agricultural Open Interim &**

City of McAllen

W: AO-I – Agricultural Open Interim
 S: R-1 – Single Family Residential

EXISTING LAND USES:

N: Vacant
 E: Single Family Home
 W: Vacant
 S: Single Family Home
 Site: Vacant

FLUM: Low Density Residential (LD)

REVIEW COMMENTS: The 1 acre is mostly surrounded by Single Family Residences with the exception of the Taylor Senior Village. P&Z may recall seeing a 10-acre tract that included this property before for an R-3 (Multi-family residential) zone in November 16, 2022. Due to the significant amount of opposition from the surrounding property owners this item was denied.

Staff notes that this is a new applicant and the request before the Board is to consider this tract for Townhomes. The proposed zone does not comply with the City's Future Land Use Map nor surrounding land uses. Staff also notes that there are not too many areas designated as Moderate Density Residential which is the zone for Townhomes. This area is designed for single family homes; however, it is not uncommon to see townhomes in between residential subdivisions just like Shary Gardens Subdivision, and Mission Manor. A similar request for R-1T was approved on September 27, 2001 by the City Council for an 8-acre tract further north on Taylor just south of E. 28th Street.

On June 22, 2023 staff received a petition from surrounding property owners reflecting 75% in opposition to this request. The concerns voiced are regarding the proposed change is not consistent to the 2010 Future Land Use Map that was adopted by the City Council in which they designate this area as Single Family Residential.

RECOMMENDATION: Based on the significant amount of opposition staff is seeking direction.

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

Mrs. Dolores Ueckert who resides at 2601 E. 20th Street stated she was opposed to the request. Her main concerns were more people, loss of privacy, crimes, noise, traffic, and a negative impact for the community.

Mrs. Zeneth Perez who resides at 2603 E. 20th Street stated she was opposed to the request. Her main concerns were noise, privacy and traffic.

Mr. Rey Hernandez who resides at 2705 E. 20th Street stated he was opposed to the request. His main concerns were the applicant's name not being the same as the owner on the appraisal.

Mr. Erick Ramirez who resides at 2707 E. 20th Street stated he was opposed to the request.

Mr. Mario Reyna the engineer from Melden & Hunt was present to represent the applicant. He stated this would be a gated community with a masonry fence. He added no lots would be backing up to the subdivision.

Chairwoman Izaguirre entertained a motion to close the public hearing. Mrs. Garza moved to close the hearing. Mr. Hardison seconded the motion. Upon a vote, the motion passed unanimously.

Mr. Alaniz asked how many units were being proposed.

Ms. De Luna stated it would be 100.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mr. Hardison moved to deny the rezoning. Mrs. Garza seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:21 p.m.

Ended: 6:31 p.m.

Item #1.5

Rezoning:

**A 9.000 acre tract of land, more or less,
out of Lot 236, John H. Shary Subdivision
AO-1 to R-1T
Elite Development 786, LLC**

Ms. De Luna went over the write-up stating the subject site is located ¼ mile South of E. Griffin Parkway (F.M. 495) along the West side of Taylor Road

SURROUNDING ZONES:

N:	R-3	– Multi-Family Residential
E:		– City of McAllen
W:	R-1	– Single Family Residential
S:	R-1	– Single Family Residential

EXISTING LAND USES:

N:	Taylor Senior Village
E:	City of McAllen
W:	Single Family Home
S:	Single Family Home
Site:	Vacant

FLUM: Low Density Residential (LD)

REVIEW COMMENTS: The 9 acres are mostly surrounded by Single Family Residences with the exception of the Taylor Senior Village. P&Z may recall seeing the entire 10-acre tract before for an R-3 (Multi-family residential) zone in November 16, 2022. Due to the significant amount of opposition from the surrounding property owners this item was denied.

Staff notes that this is a new applicant and the request before the Board is to consider this tract for Townhomes. The proposed zone does not comply with the City's Future Land Use Map nor surrounding land uses. Staff also notes that there are not too many areas designated as Moderate Density Residential which is the zone for Townhomes. This area is designed for single family homes; however, it is not uncommon to see townhomes in between residential subdivisions just like Shary Gardens and Mission Manor. A similar request for R-1T was approved on September 27, 2001 by the City Council for an 8-acre tract further north on Taylor just south of E. 28th Street. If the request is approved, the applicant is proposing to do a subdivision with 100 R-1T lots.

On June 22, 2023 staff received a petition from surrounding property owners reflecting 75% in opposition to this request. The concerns voiced are regarding the proposed change is not

consistent to the 2010 Future Land Use Map that was adopted by the City Council in which they designate this area as Single Family Residential. opposition to this request.

RECOMMENDATION: Based on the significant amount of opposition staff is seeking direction.

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

Mr. William Ueckert who resides at 2601 E. 20th Street stated he was opposed to the request. His main concerns were the lot sizes, excessive amounts of units, the 0' rear setback and privacy.

Mrs. Norma Perez who resides at 2603 E. 20th Street stated she was opposed to the request.

Mrs. Asenscion who resides at 2707 E. 20th Street stated he was opposed to the request. His main concerns were traffic and property taxes.

Mr. Raul Zarate who resides at 2413 E. 20th Street stated he was opposed to the request.

Chairwoman Izaguirre entertained a motion to close the public hearing. Mr. Hardison moved to close the hearing. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mr. Hardison moved to the deny the rezoning. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:31 p.m.

Ended: 6:37 p.m.

Item #1.6

Rezoning:

**Being a tract containing 0.36 acre of land situated out of the South one-half of Block 15-8, of the West Addition to Sharyland of Porciones 53, 54, 55, 56 & 57, and further being out of Lot 61, of the unrecorded Melba Carter Subdivision
R-1 to R-2
Martin Vega**

Ms. De Luna went over the write-up stating the subject site is located at the southwest corner of Melba Carter & Mayberry Road

SURROUNDING ZONES:

N:	I-1	- Light Industrial
E:	I-1	- Light Industrial
W:	R-1	- Single Family Residential
S:	R-1	- Single Family Residential

EXISTING LAND USES:

N:	Vacant
E:	Warehouses
W:	Single Family Home
S:	Single Family Home
Site:	Vacant

FLUM: Industrial (I)

REVIEW COMMENTS: This subdivision has considered several rezoning in the past ranging from commercial, industrial and residential. It is staff understanding from the surrounding residents and the City Council that they would like to keep this area residential with the exception of the lots off of Conway which are already zoned commercial. Staff notes that the proposed zone does not comply with the City's Future Land Use Map nor surrounding land uses.

RECOMMENDATION: Staff recommends denial.

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

Mrs. Irene Garza who resides at 308 Melba Carter stated she was opposed to the request. Her main concerns were safety, home rates, and property values.

Mr. Vega the applicant was present. He stated the duplex was for his kids. He added he has been renting for 8 years and wants to have his own place for his kids.

Chairwoman Izaguirre entertained a motion to close the public hearing. Mr. Alaniz moved to close the hearing. Mrs. Garza seconded the motion. Upon a vote, the motion passed unanimously.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mrs. Garza moved to the deny the rezoning. Mrs. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:38 p.m.

Ended: 6:38 p.m.

Item #1.7

Conditional Use Permit:

**D' Lux Event Center
507 N. Conway Avenue
Lot 8, Block 92, Mission Original Townsite
C-3
Nora N. Garcia**

Ms. De Luna went over the write-up stating the subject site is located just off the NW corner of Conway and 5th Street. The applicant leased the 4,600 sq. ft. building for her proposed event center. Staff notes that this building has always been used as an Event Center since 2002. The last CUP approved for this location was on May 14, 2018 for La Mansion Ballroom & Catering and it was for the sale & on-site consumption of alcohol. The applicant does not have a bar component nor is planning on offering any alcoholic beverages to her customers. An event center is an allowable use under a C-3 (General Business) zone as long as they apply for a conditional use permit, therefore the need for the request.

- **Days & Hours of Operation:** Monday – Sunday from 10am to 2am
- **Employees:** 7
- **Parking:** Typically parking reflects a need of 46 parking spaces (1 space per 100 sq. ft.). The property is in Mission's Central Business District (CBD); thus, exempt from parking requirements for existing structures.
- **Other Requirements:** Must continue to comply with all Building, Fire and Health Codes.

REVIEW COMMENTS: The applicant proposes to host weddings, quinceaneras, reunions, birthday parties, seminars, etc. Staff mailed out 27 notices to property owners within 200' radius and staff has not received any comments in favor or against the request.

RECOMMENDATION: Staff recommends approval for life of use subject to:

- 1) Must comply with all City Codes (Building, Fire, Health, etc.),
- 2) Must acquire a business license prior to occupancy, and
- 3) CUP not to be transferable to others.

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. Mr. Hardison moved to close the hearing. Mrs. Garza seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre asked if the board had any questions.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to the approve the conditional use permit. Mr. Hardison seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:38 p.m.

Ended: 6:40 p.m.

Item #1.8

**Conditional Use Permit: Mobile Food Truck- FrizzFries
2509 Colorado Street
Lot 1, Block 2, Santa Lucia Development
C-3
Martha L. Ureña Reyes**

Ms. De Luna went over the write-up stating the subject site is located the subject site is located near the NW corner of Colorado and Taylor Road along the north side of Colorado Street. The applicant is leasing a space on the recently approved Mobile Food Park and would like to place her mobile food truck to offer a variety of fries. Access to the site will be provided off of Colorado or Taylor Road through existing 24' driveways.

- **Days & Hours of Operation:** Tuesday – Sunday from 11:30 am to 10:00 pm
- **Employees:** 3-4
- **Parking & Landscaping:** The Mobile Food Park measures 134' x 72' for a total of 9,648 sq. ft. Based on the square footage they are required 23 parking spaces. The landlord has a total of 67 parking spaces available for this area and has submitted a written agreement to use the parking spaces from the commercial plaza if needed.
- **Other Requirements:** Must comply with all Building, Fire and Health Codes.

REVIEW COMMENTS: Staff mailed out 16 notices to property owners within 200' radius and staff has not received any comments in favor or against the request.

RECOMMENDATION: Staff recommends approval subject to:

- 1) 1 yr. re-evaluation in order to assess this new operation,
- 2) Must comply with all City Codes (Building, Fire, Health, etc.) and

3) Must acquire a business license prior to occupancy.

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. Mr. Alaniz moved to close the hearing. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mrs. Garza moved to the approve the conditional use permit. Mr. Hardison seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:38 p.m.

Ended: 6:40 p.m.

Item #1.9

Conditional Use Permit:

Mobile Food Truck

- Midtown Ceviche Bar

2509 Colorado Street

Lot 1, Block 2, Santa Lucia Development

C-3

Juan Pinera

Ms. De Luna went over the write-up stating the subject site is located near the NW corner of Colorado and Taylor Road along the north side of Colorado Street. The applicant is leasing a space on the recently approved Mobile Food Park and would like to place his mobile food truck to offer ceviche, shrimp cocktails among other seafood. Access to the site will be provided off of Colorado or Taylor Road through existing 24' driveways.

- **Days & Hours of Operation:** Monday – Thursday from 11am to 10pm and Friday – Sunday from 11am to 11pm
- **Employees:** 4 employees in total 2 per shift
- **Parking & Landscaping:** The Mobile Food Park measures 134' x 72' for a total of 9,648 sq. ft. Based on the square footage they are required 23 parking spaces. The landlord has a total of 67 parking spaces available for this area and has submitted a written agreement to use the parking spaces from the commercial plaza if needed.
- **Other Requirements:** Must continue to comply with all Building, Fire and Health Codes.

REVIEW COMMENTS: Staff mailed out 16 notices to property owners within 200' radius and staff has not received any comments in favor or against the request.

RECOMMENDATION: Staff recommends approval subject to:

- 1) 1 yr. re-evaluation in order to assess this new operation,
- 2) Must comply with all City Codes (Building, Fire, Health, etc.) and
- 3) Must acquire a business license prior to occupancy.

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. Mr. Alaniz moved to close the hearing. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mrs. Garza moved to the approve the conditional use permit. Mr. Hardison seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:41 p.m.

Ended: 6:43 p.m.

Item #2.0

**Conditional Use Permit: To Place a Mobile Food Truck- Taqueria El Nene
1200 N. Conway Blvd.
Being a tract of land out of
Lots 5 & 6, Block 201,
Mission Original Townsite
C-3
Eznel Perez**

Ms. De Luna went over the write-up stating the subject site is located near the NE corner of Conway Blvd. and E. 12th Street. The applicant is leasing an 8'x12' space from the existing landscaping business to place his mobile food truck to offer hamburgers, hotdogs, and tortas, etc. Access to the site will be provided off of Conway Blvd.

- **Days & Hours of Operation:** Tuesday – Sunday from 5:00 pm to 12:00 am
- **Employees:** 2
- **Parking & Landscaping:** In reviewing the site plan, the existing office measures 15'x21' for a total of 315 sq.ft. Based on size of the building, there is a total of 4 parking spaces required for the building and 4 parking spaces for the mobile food unit for a total of 8 parking spaces. If request is approved, it is noted that the parking will need to be resurface in order to meet the City's minimum parking lot standards. Landscaping is complying.
- **Other Requirements:** Comply with all Building, Fire and Health Codes.

REVIEW COMMENTS: Staff notes that the hours of operation will not coincide with the main business, however the applicant has obtained a written approval from the business owner for the use of the restroom after hours. Staff mailed out 18 notices to property owners within 200' radius and staff has not received any comments in favor or against the request.

RECOMMENDATION: Staff recommends approval subject to:

- 1) 1 yr. re-evaluation in order to assess this new operation,
- 2) Must comply with all City Codes (Building, Parking, Fire, Health, etc.) and
- 3) Must acquire a business license prior to occupancy.

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

Chairwoman Izaguirre entertained a motion to close the public hearing. Mr. Hardison moved to close the hearing. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Hardison moved to the approve the conditional use permit. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:43 p.m.

Ended: 6:45 p.m.

Item #2.1

Conditional Use Permit:

**Sale & On-Site Consumption of Alcoholic Beverages – Suerte Bar & Grill
205 N. Shary Road, Sultes A & B
Lot 1, South Shary Commercial
C-3
Suerte Bar & Grill on Shary, LLC
c/o Jessica Aguilar**

Ms. De Luna went over the write-up stating the subject site is located near the NW corner of Shary Road and Selena Street (E. 1st Street) along the west side of Shary Road. The applicant occupies a 3,870 sq.ft. building with an outdoor terrace along the south side for this Bar & Grill. Access to the site is off of Shary Road. The last CUP approved for this location was on January 9, 2023 for a period of 2 years. The applicant recently changed the name of the LLC from Buzz Entertainment, LLC to Suerte Bar & Grill, LLC therefore the need to apply for a new Conditional Use Permit.

It is also noted that the applicant has a "bar" component within the restaurant which requires the use of Sec. 1.56 (3a.) of the Zoning Code which states: *Bars, cocktail lounges, taverns, cantinas, saloons, dancehalls, discotheques, discos or nightclub*: "the property line of the lot of any of the above mentioned businesses which have late hours (after 10:00 p.m.) must be at least 300 feet from the nearest residence, church, school or publicly owned property . ..". There is one residence to the north a few mobile homes to the west within 300 feet.

Hours of operation: Monday – Sunday from 12p.m. to 2 a.m.

Staff: 10 employees

Parking: In viewing the floor plan, there are 42 seating spaces in the interior portion of the restaurant/bar and 24 seating spaces in the terrace for a total of 66 seating spaces, which require 22 parking spaces (66 seats/1 space for every 3 seats = 22 parking spaces). It is noted that the parking area is held in common (58 existing parking spaces) and will be shared with other businesses.

REVIEW COMMENTS: Staff notes that this business has been in operation since June of 2020. Staff mailed out 13 notices to property owners within 200' radius of the site, and as of this writing, staff has not received any comments in favor or against this request. Staff has asked Mission PD to provide a report in relation to the sale of alcohol and there has been 1 incident reported due to public intoxication.

RECOMMENDATION: Staff recommends approval subject to: 1) 2 year re-evaluation at which time the applicant will have to renew his CUP and TABC License, 2) Waiver of the 300' separation requirement from the residential homes, and 3) Must continue to comply with all City Codes (Fire, Health, and Building Code requirements).

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. Mr. Hardison moved to close the hearing. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre asked if the board had any questions.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Alaniz moved to the approve the conditional use permit. Mr. Hardison seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:45 p.m.

Ended: 6:46 p.m.

Item #2.2

Conditional Use Permit: **Sale & On-Site Consumption of Alcoholic Beverages – Wing Daddy’s Sauce House**
2315 N. Conway Street, Suite 250
Lot 1, Shops at 495 Subdivision
C-3
M&S Group, Inc.
c/o Karen Wunsch

Ms. De Luna went over the write-up stating the subject site is located approximately 430’ north of W. Griffin Parkway (FM 495) along the west side of Conway Street. The applicant leased a 4,203 sq.ft. building with an outdoor patio for a proposed Wing Daddy’s Sauce House Restaurant and would like to offer Alcoholic Beverages in their menu. Access to the site is off of Conway Street.

- **Days & Hours of Operation:** Sunday – Thursday from 11:00 am to 12:00 am and Friday & Saturday from 11:00 am to 1:00 am
- **Staff:** 50 employees location to work different shifts
- **Parking:** In viewing the floor plan, there are 174 seating spaces in the interior portion of the restaurant/bar and 12 seating spaces in the patio for a total of 186 seating spaces, which require 62 parking spaces (186 seats/1 space for every 3 seats = 62 parking spaces). It is noted that the parking area is held in common (78 existing parking spaces) and will be shared with other businesses.

The site plan shows that the restaurant will have a bar component. Sec. 1.56 (3a.) of the Zoning Code states: *Bars, cocktail lounges, taverns, cantinas, saloons, dancehalls, discotheques, discos or nightclub*: “the property line of the lot of any of the above-mentioned businesses which have late hours (after 10:00 p.m.) must be at least 300 feet from the nearest residence, church, school or publicly owned property...”. Staff notes that there no residences within 300 feet.

REVIEW COMMENTS: Staff mailed out 13 notices to property owners within 200’ radius of the site, and as of this writing, staff has not received any comments in favor or against this request.

RECOMMENDATION: Staff recommends approval subject to: 1) 2 year re-evaluation at which time the applicant will have to renew the CUP and TABC License, and 2) Must comply with all City Codes (Fire, Health, and Building Code requirements), 3) CUP not to be transferable to others.

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. Mr. Hardison moved to close the hearing. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre asked if the board had any questions.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mrs. Garza moved to approve the conditional use permit. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:46 p.m.

Ended: 6:48 p.m.

Item #2.3

**Conditional Use Permit: Storage Units for Lease
on property zoned C-1 (Office Building)
Being the North 330' of Lot 25-11,
West Addition to Sharyland
C-1
Robby Gonzalez**

Ms. De Luna went over the write-up stating the subject site is located approximately 660' E. of Bryan Road along the northside of E. Griffin Parkway. The applicant desires a Conditional Use Permit to have Storage Units for lease at this (C-1) Office Building location. The applicant is proposing to build 5 different buildings to include the following: 84 (10'x10'); 16 (10'x20'); and 24 (12'x30') for a total of 124 storage units and an office to be located within the retail offices.

- **Days & Hours of Operation:** Office hours: Monday – Sunday from 10:00 am to 10:00 pm
However, the storage units will have a 24-hour access through a coded front gate
- **Employees:** 1-2
- **Parking & Landscaping:** In reviewing the site plan, the applicant is proposing to construct a parking lot with 58 spaces in the area south of the property which will include the 4 parking spaces required for the office. Access to the storage unit facility will be through a 27' access driveway along the westside of the property off of E. Griffin Parkway (FM 495). Landscaping will be complied with. An 8' solid buffer will be required along the property line.
- **Lighting:** Installation of down cast lighting not to illuminate adjoining residents.
- **Other Requirements:** Must comply with all Building, Lighting, and Fire Codes.

REVIEW COMMENTS: Staff mailed out 15 notices to property owners within 200' radius and staff has not received any comments in favor or against the request.

RECOMMENDATION: Staff recommends approval for life of use subject to:

- 1) Must comply with all City's Codes (Fire, Building, Lighting, etc.)
- 2) Must comply with solid buffer,
- 3) Comply with City's detention requirements, and
- 4) Must acquire a business license prior to occupancy.

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. Mr. Hardison moved to close the hearing. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre asked if the board had any questions.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Hardison moved to the approve the conditional use permit. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:48 p.m.

Ended: 6:49 p.m.

Item #2.4

**Conditional Use Permit: Auto Mechanic Shop in an AO-I Zone
1603 Adams Avenue
A .85-acre tract of land out of Lot 23-1,
West Addition to Sharyland Subdivision
AO-I
Marco A. Hinojosa, Sr.**

Ms. De Luna went over the write-up stating the subject site is located 105' north of W. 18th Street along the west side of Adams Avenue. The site currently has an existing masonry building with four bays for auto mechanic work. Access to the site is from Adams Avenue. The applicant has been in operation at this location since 2013. The applicant would like to renew his conditional use permit for the auto mechanic shop. This CUP was last approved by P&Z on May 13, 2020 for a period of 3 years. Staff notes that this would be their 4th renewal.

- **Days & Hours of Operation:** Monday – Saturday from 8am to 6pm
- **Employees:** 2 employees will run the shop
- **Parking:** There is a large asphalt area available for customer parking. There is enough room for 10+ to be parked on site.

REVIEW COMMENTS: This mechanic shop is in the midst of a residential neighborhood; however, it has been a mechanic business for several years. Staff mailed out 32 notices to property owners within 200' radius and staff has not received any comments in favor or against the request.

RECOMMENDATION: Staff recommends approval subject to:

- 1) 4 year re-evaluation to continue to assess the business
- 2) Continued compliance with all City Codes, and
- 3) CUP not to be transferred to others

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. Mrs. Austin moved to close the hearing. Mr. Hardison seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre asked if the board had any questions.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mrs. Austin moved to the approve the conditional use permit. Mr. Hardison seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:49 p.m.

Ended: 6:50 p.m.

Item #2.5

Conditional Use Permit

Renewal:

**Sale & On-site Consumption of Alcoholic Beverages/Event Center – Balli’s Terrace Event Center
1509 Industrial Way
Lot 5, Mission Business Park Subdivision
I-1
Belinda Balli Catering, LLC**

Ms. De Luna went over the write-up stating the subject site is located near the International Boulevard and Industrial Way intersection along the south side of Industrial Way. A CUP for the Sale & On-Site Consumption of Alcoholic Beverages was previously approved at this location on April 12, 2021 for a period of 2 years. Ms. Balli would like to renew her conditional use permit for the Sale & On-Site Consumption of Alcoholic Beverages. Staff notes that this would be her 2nd renewal.

- **Hours of Operation:** The hours of operation vary depending of the type of activity; however, most events are during the evenings and on weekends and typically take place during the hours of 5:00 pm till 2:00 am
- **Staff:** 2 employees plus contracted staff to man the operation.
- **Parking and Landscaping:** Parking and Landscaping are existing and exceed the minimum City Codes for an event center of this size. There is a total of 79 parking spaces.
- **Alcoholic Beverages:** This request is compliant with Sec. 6-4 which requires that no alcoholic beverages be sold within 300’ of a church, public school, private school, or hospital. There are no residences within 300’ of this event center.

REVIEW COMMENTS: The types of activities that Ms. Balli host range from weddings, Quinceañeras, Christmas parties, reunions, birthday parties, seminars, and business conferences. Staff has checked with PD for any incident reports and as of this date no reports regarding alcohol have been reported. Staff mailed out 7 notices to the property owners within a 200’ radius of the site and there have been no comments in favor or against this request forwarded to the Planning Department.

RECOMMENDATION: Staff recommends approval subject to:

- 1) 4 years re-evaluation in order to assess the business at which time the applicant will have to renew the CUP and TABC license.
- 2) Must continue to comply with all City Codes (Building, Fire, etc.), and
- 3) Must comply with Noise Ordinance.

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. Mrs. Garza moved to close the hearing. Mr. Hardison seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre asked if the board had any questions.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mrs. Garza moved to the approve the conditional use permit. Mr. Hardison seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:09 p.m.

Ended: 6:11 p.m.

Item #3.0

**Single-Lot Variance: The North 55' of the West 140' of Lot 53,
Mission Acres Subdivision
R-1
Juan Muniz**

Ms. De Luna went over the write-up stating the subject site is located approximately 120' south of Barnes St. on the east side of Adams Ave. - see vicinity map. The property measures 55' X 140' and the applicant's intent is to build a new home. Currently, the land is vacant.

WATER: There is an existing 6" water line running thru Adams Ave. There is also an existing fire hydrant along Adams Ave. approx. 150' to the north of the subject site. No additional hydrants are required.

SEWER: There is an existing sanitary sewer line within the alley between Adams Ave. and Lee St., which currently serves the structure south of this property. The Capital Sewer Recovery Fee is required at \$200.00/Lot.

STREETS: The property has a frontage along Adams Ave. There is an existing streetlight located to the north of the subject site, thus no new streetlight is required.

OTHER COMMENTS

Park Fees will be required in the amount of \$500/Lot.

RECOMMENDATION

Staff does not object to the single lot variance subject to payment of Capital Sewer Recovery and Park fees.

Chairwoman Izaguirre asked if the board had any questions.

There was none.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mrs. Garza moved to approve the single lot variance. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:51 p.m.

Ended: 6:52 p.m.

Item #4.0

**Preliminary & Final
Replat Approval: Edna Subdivision
A 0.42 acres of land, more or less, of the east
47' of Lot 6 and all of Lot 7, Block 3, Parkview
No. 1 Subdivision
R-1
Developer: Josefina Lopez de Longoria**

Engineer: I.N. Civil Designs, LLC

Ms. De Luna went over the write-up stating the site is located approximately 215' west of Highland Park Ave. on the south side of Pamela Dr. The proposed Edna Subdivision will consist of 2 single family residential lots. The developer is requesting a variance for the minimum lot frontage from 60' to 54.5', per Zoning Code, Appendix A, Area requirements.

WATER

The developer will propose a new water meter to Lot 1 by connecting to an existing water line located at the alley.

SEWER

A proposed sanitary sewer service connection will be provided for Lot 2 by connecting to an existing 6" sanitary sewer line located within the rear alley. The Capital Sewer Recovery Fee is required at \$200.00/Lot.

STREETS & STORM DRAINAGE

Lots 1 and 2 will abut Pamela Dr. which is an existing city owned and maintained curb & gutter roadway complete within a paved ROW. Drainage calculations reveal a total of 1,705 cubic feet of storm runoff should be detained within the property's green areas (852.50 cubic feet per lot). The City Engineer has reviewed and approved the drainage report.

OTHER COMMENTS

Escrow Park fees (\$500/Lot)

RECOMMENDATION

Staff recommends approval subject to payment of Capital Sewer Recovery Fee, Park Fee, and Approval of the variance requested.

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. Mrs. Austin moved to close the hearing. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre asked if the board had any questions.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mrs. Austin moved to approve the Preliminary & Final Replat Approval. Mr. Hardison seconded the motion. Upon a vote, the motion passed unanimously.

ITEM#5.0**ADJOURNMENT**

There being no further items for discussion, Chairwoman Izaguirre entertained a motion. Mr. Hardison moved to adjourn the meeting. Mrs. Austin seconded the motion. Upon a vote, the motion to adjourn passed unanimously at 6:52 p.m.



 Diana Izaguirre, Chairwoman
 Planning and Zoning Commission

**PLANNING AND ZONING COMMISSION
JULY 12, 2023
CITY HALL'S COUNCIL CHAMBERS @ 5:30 P.M.**

P&Z PRESENT

Connie Garza
Diana Izaguirre
Raquenel Austin
Javier Barrera
Kevin Michael Sanchez

P&Z ABSENT

Steven Alaniz
Jasen Hardison
Ruben Arcaute

STAFF PRESENT

Susana De Luna
Alex Hernandez
Jessica Munoz

GUEST PRESENT

Santiago Gonzalez
Sandalio R. Garcia
Blisson George
Diego Huerta

CALL TO ORDER

Chairwoman Izaguirre called the meeting to order at 5:35 p.m.

CITIZENS PARTICIPATION

Chairwoman Izaguirre asked if there was any citizen's participation.

There was none

APPROVAL OF MINUTES FOR JUNE 28, 2023

Chairwoman Izaguirre asked if there were any corrections to the minutes for June 28, 2023. Mrs. Garza moved to approve the minutes. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:37 p.m.

Ended: 5:41 p.m.

Item #1.1

Conditional Use Permit:

**Sale & On-Site Consumption of Alcoholic Beverages – Medelina’s Restaurant
2224 E. Business Hwy. 83
Being a tract of land containing 1.08 acres of land, being part or portion of Lot 204, John H. Shary Subdivision
C-4
Sandalio R. Garcia**

Ms. De Luna went over the write-up stating the subject site is located on the SW corner of Glenwood Avenue and East Business Hwy 83. The applicant is leasing 2820 sq. ft. building to operate a First-Class family-oriented Mexican Restaurant with top quality food that provides a comfortable atmosphere resulting in a positive dining experience. The restaurant has been in operation since February 2023 but did not offer alcohol in their menu. The applicant would now like to offer alcoholic beverages with his meals. Access to the site is from 2 – 24’ driveways off of Business Highway 83.

- **Hours of operation:** Monday - Sunday from 7am to 7pm.
- **Staff:** 12 employees.

- **Parking & Landscaping:** In reviewing the floor plan, the applicant is proposing 84 seats, which require a total of 28 parking spaces (84 seats/3=28 parking spaces). It is noted that there are 36 existing parking spaces that are shared with the other businesses. The applicant would need to reduce the number of seats by 30 in order to comply with the parking requirements. Landscaping requirements are being met.
- Must comply with all City codes including Health, Fire Department and TABC requirements.
- **Sale of Alcohol (Section 1.56-3):** (3a) of the Zoning code requires such uses to be at least 300' from the nearest residence, church, school or publicly owned property. There is a residential subdivision within the 300' radius, however P&Z and City Council have waived this requirement for similar businesses.

REVIEW COMMENTS: Since the sale of alcohol does not seem to be the primary intent and has worked before at this location, staff does not object to this proposal. Additionally, 24 notices were sent to property owners within a 200' radius of the site and there have been no comments in favor or against this request forwarded to the Planning Department.

RECOMMENDATION:

Staff recommends approval subject to:

1. Approval for 2 years at which time the CUP and TABC permit will need to be renewed;
2. Waiver of the 300' separation requirement from the residential home;
3. Must comply with all requirements from our City Codes (Noise, Fire, Health, etc.), and
4. Must obtain a business license prior to occupancy.

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

Mr. Sandalio R. Garcia was available for any questions the board had.

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

Chairwoman Izaguirre asked if the board had any questions.

Mr. J.D. Villarreal asked if the applicant was extending his hours of operation?

Mr. Sandalio R. Garcia stated "yes" that is correct.

Mr. J. D. Villarreal asked Mr. Garcia that if his business had been operating 7:00am – 7:00pm since his business opened?

Mr. Sandalio Garcia stated "No".

Mr. J. D. Villarreal asked that if alcohol was going to be served with meals or like a bar?

Mr. Sandalio Garcia stated that alcohol was going to be served as part of the meals only.

Mr. J.D Villarreal stated that if there was a provision that indicated that alcohol can only be served with meals. Mr. Villarreal added that if a couple or a family would be restricted to consume only a certain amount of alcohol.

Ms. Susana De Luna stated that the hours of operation are only until 7:00pm. She added that if Mr. Garcia would like to extend his hours he would have to reapply for his conditional use permit.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mrs. Garza moved to the approve the conditional use permit. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:41 p.m.

Ended: 5:45 p.m.

Item #1.2

Conditional Use Permit:

**Sale & On-Site Consumption of Alcoholic
Beverages – Cocktails Latin Bar & Grill
4001 S. Shary Road, Ste. 350
Lot 1, Sharyland Plantation Grove Tech-Center #2
PUD
The Best Flavored Beer, LLC**

Ms. De Luna went over the write-up stating the subject site is located on the SE corner of San Mateo and Shary Road. The applicant leased a 1,500 sq.ft. suite and is proposing to open a Bar & Grill. Access to the site can be from one primary driveway to Shary Road or from separate driveways from San Mateo or from San Gabriel. The last CUP approved by the City Council for this location was on February 13, 2023 for a period of 2 years. The applicant recently decided to change the name of the business from 1942 Bar & Grill to Cocktail Latin Bar & Grill, therefore the need to apply for a Conditional Use Permit.

- **Hours of Operation:** Monday & Sunday from 3 p.m. – 12 a.m. and Tuesday – Saturday from 3 p.m. to 2 a.m.
- **Staff:** 7-10 employees
- **Parking:** In reviewing the floor plan, there are 65 total seating spaces, which require 22 parking spaces (65 total seating spaces/1 space for every 3 seats=22 parking spaces). It is noted that the parking area is held in common (180 existing parking spaces) and is shared with other businesses.
- **Sale of Alcohol:** The proposed restaurant does include a 'bar' component. Section 1.56 (3a) of the Zoning code requires a minimum separation of 300' from the *property line* of any churches, schools, publicly owned property, and residences. There is a single-family residential neighborhood located within the 300' radius; however, P&Z and the City Council waived this separation requirement in the CUP's previous approval.

REVIEW COMMENTS: In the past this site has been used for a restaurant but it has also been used primarily as a bar. The applicant proposes to have hamburgers, wings, hotdogs and salads in his menu aside from the alcohol. He is also proposing to have a DJ in his establishment. Staff does not object to a 2 year approval to see how this new operation will work.

RECOMMENDATION:

Staff recommends approval subject to:

1. Approval for 2 years at which time the CUP and TABC permit will need to be renewed;
2. Waiver of the 300' separation requirement from the residential home;
3. Must comply with all requirements from our City Codes (Noise, Fire, Health, etc.), and
4. Must obtain a business license prior to occupancy.

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. Mr. Sanchez moved to close the hearing. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Sanchez moved to the approve the conditional use permit. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Started: 5:45 p.m.

Ended: 6:00 p.m.

Item #1.3

Conditional Use Permit:

**Sale & On-Site Consumption of Alcoholic
Beverages – Taboo Bar & Grill
608 N. Shary Road, Suites 9 & 10
Lot 1, Alba Plaza
C-3
BGD Investments, LLC**

Ms. De Luna went over the write-up stating the subject site is located ¼ mile south of East Business Highway 83 within a commercial plaza along the east side of Shary Road. Access to the site is via a 34' driveway off of Shary Road. The applicant is currently operating a nightclub. It is noted that a nightclub and the sale & on-site consumption of alcoholic beverages are an allowable use under the General Business Zone (C-3), but require a conditional use permit and the City Council's approval. This nightclub concept offers food, VIP areas, live music and concerts, etc. The last CUP for this location was considered by the City Council on January 9, 2023 and it was denied. Staff notes that after the City Council meeting a petition from the residents of Shary Crossing reflecting 41% in opposition to the request was submitted. The concerns voiced in the petition were in regards to the following: loud music, shot fired, speeding, burning tire, and the use of foul language in the back of the alley. Staff notes that the applicant has been trying to renew his conditional use permit but has been denied.

- **Days/Hours of Operation:** Thursday – Sunday from 6:00 p.m. to 2 a.m. Alcoholic beverages will only be served during allowable State selling hours.
- **Staff:** 15 employees
- **Parking:** It is noted that parking is held in common and there is a total of 138 total parking spaces shared with the various businesses within the commercial plaza.
- Section 1.56-3 of the Zoning Code cites that Bars, cocktail lounges, taverns, cantinas, saloons, dancehalls, discotheques, or nightclubs: must be 300' from the nearest residence, church, school or publicly owned property. There is a residential subdivision within 300' (see aerial); however, P&Z and the Council have waived this separation requirement in previous CUP's.

REVIEW COMMENTS: Staff mailed out 27 notices to property owners within 200' radius and staff has not received any comments in favor or against this request. In conferring with Mission PD for incidents at this location, reports indicate 6 complaints regarding noise, fights, public intoxication, and suspicious circumstances from November to present. In an effort to comply with city requirements and address these concerns the applicant has installed his own decibel reader and has restricted the entrance to patrons that have caused problems in the past.

RECOMMENDATION: Staff recommends approval subject to:

1. 6-month re-evaluation to continue to assess this operation.
2. Waiver of the 300' separation requirement from the residential homes.

3. Continued compliance with the Building, Fire, Health, Noise and Sign Codes,
4. Continued compliance with TABC requirements, and
5. Must have at least 2 securities at all times.

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

Mr. Diego Huerta representing the owner stated that all the problems they had were when the business first opened. He added that all those issues have been solved.

Mr. Blesson George owner of the business stated that he resides at 1001 Travis street. He stated that the customers that caused him problems are not allowed to go back.

Mrs. Connie Garza asked that if the business had been opened for the past 6 months?

Mr. Blesson George stated "yes" that the business was open Friday, Saturday's, and Sundays.

Mrs. Connie Gaza asked that if he would sell alcoholic beverages?

Mr. Blesson George stated "yes" we have food and alcohol. He added that his TABC license expires in December.

Ms. Susana De Luna stated that he had an active TABC license. She added that the business had been cited for operating without a conditional use permit. Ms. De Luna mentioned that Mr. George had to wait 6 months to reapply for the conditional use permit.

Chairwoman Izaguirre stated that once he renewed his Conditional Use Permit and was approved he would comply with city requirements. She added that he had to wait 6 months to reapply.

Chairwoman Izaguirre entertained a motion to close the public hearing. Ms. Garza moved to close the hearing. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Mr. Sanchez asked that what was the amount of the fine?

Ms. De Luna stated that the judge sets the fee.

Mrs. Connie Garza asked that if multiple citations had been issued?

Ms. De Luna stated that multiple citations had been issued.

Chairwoman Izaguirre asked that why didn't we wave the 6-months?

Ms. De Luna stated that Mr. George did apply for the waiver but it was denied.

Mr. Sanchez asked why was the waiver denied by city council.

Ms. De Luna stated that he had opposition.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mr. Sanchez moved to the approve the conditional use permit for a period of 6 months, Friday-Sunday only. Mrs. Austin seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:00 p.m.

Ended: 6:04 p.m.

Item #1.4

Discussion and action, if any, related to an ordinance providing for a definition of “storage unit facility” and providing for the conditional use of those facilities in Interim Agricultural Use (AO-I), Office Building District (C-1), Neighborhood Commercial District (C-2), and General Business District (C-3), and permitted uses for districts (C-4) – (I-2).

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

There was none.

Chairwoman Izaguirre asked that if a minimum acreage was included? She added that at the work shop with city council and planning and zoning an acreage was discussed.

Ms. De Luna stated that it didn't include a minimum acreage but can be included. She mentioned that this ordinance is to allow storage units with a conditional use permit on a AO-I (Agricultural Open Interim) or any commercial zone that does not allow storage units.

Chairwoman Izaguirre stated that a minimum acreage should be included.

City Attorney Mr. Victor Flores stated that the way the ordinance was drafted was to include AO-I (Agricultural Open Interim) or any commercial districts as conditional use permits and for permitted uses C-3 through C-5 and all industrial zones.

Chairwoman Izaguirre stated that she would like for an acreage to be stipulated because some areas are close to residential properties.

City Attorney Mr. Victor Flores stated that the acreage can be stipulated in the draft before the item was taken to City Council.

Chairwoman Izaguirre stated that a minimum of 2 acres should be included.

Chair woman Izaguirre asked if the board had any questions.

There was none.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mrs. Austin moved to the approve the request. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:04 p.m.

Ended: 6:07 p.m.

Item #1.5

Discussion and action, if any, related to an ordinance providing for amendments to the city's Historic Preservation Ordinance under Section 1.47B of its Code of Ordinances (Appendix A) with necessary revisions to ensure compliance with state and city regulations, as recommended by the City's Historic Preservation Commission.

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. Garza moved to close the hearing. Mr. Villarreal seconded the motion. Upon a vote, the motion passed unanimously.

Chairwoman Izaguirre asked if the board had any questions.

There was none.

There being no discussion, Chairwoman Izaguirre entertained a motion. Ms. Garza moved to the approve the request. Mr. J.D. Villarreal seconded the motion. Upon a vote, the motion passed unanimously.

Started: 6:07 p.m.

Ended: 6:14 p.m.

Item #1.6

Discussion and Action to consider whether or not to revoke the Conditional Use Permit for a Social Club/Night Club - Blackout Private Social Club, 1512 E. Expressway 83, Suite 109, Lot 109, Re-Plat of Lots 3 & 4, Stewart Plaza Subdivision, C-3, Yair Cruz

Ms. De Luna went over the write-up stating that on April 24, 2023, the City of Mission held public hearings wherein the conditional use permit for a Social Club/Night Club – Blackout Private Social Club would be allowed or not. It was conditionally approved based on the information provided, the testimony given at the hearings, and as predominately shown on Ordinance No. 5304.

Since that time, Staff, Management, and the Police Departments have received several complaints of the business being operating past 2:00 a.m. We have called this to the attention of Mr. Yair via mail and in person and evidently, the violation still continued.

Staff has consulted with Management and our City Attorney on this Item since it isn't Planning's objective to 'shut down businesses' but to follow the City Ordinance approved by the City Council.

With that in mind, it is hoped that Mr. Yair will provide whatever measures are required to comply.

RECOMMENDATION: Hold hearing to readdress conditional use permit.

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. Garza moved to close the hearing. Ms. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

Mr. Sanchez asked that if this was the hearing to revoke or not to revoke?

Ms. De Luna stated that this was the hearing.

Chairwoman Izaguirre asked that if the Planning and Zoning Commission approved the conditional use permit for 24 hours.

Ms. De Luna stated that it was approved 24 hours depending on the type of event. She added that this business was more of a nightclub.

Mr. Sanchez asked that if the business was in violation with TRO?

City Attorney Mr. Victor Flores stated that the TRO was granted until July 3, 2023. He added that the TRO was extended until July 17 2023. Mr. Flores mentioned that on Monday he had court to extend the TRO permanently to comply until 2:00am.

Mr. Sanchez asked that if the business owner had made an appearance in court?

City Attorney Mr. Victor Flores stated "yes".

Mr. J.D. Villarreal asked if the business owner was aware of the revocation.

Ms. De Luna stated that a letter was mailed out and a phone call had been made.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mrs. Austin moved to the approve the revocation of the conditional use permit. Mr. Sanchez seconded the motion. Upon a vote, the motion passed unanimously.

ITEM#2.0 ADJOURNMENT

There being no further items for discussion, Chairwoman Izaguirre entertained a motion. Mr. Sanchez moved to adjourn the meeting. Mrs. Austin seconded the motion. Upon a vote, the motion to adjourn passed unanimously at 6:14 p.m.



Diana Izaguirre, Chairwoman
Planning and Zoning Commission



**KEEP MISSION
BEAUTIFUL BEAUTIFICATION
COMMITTEE REGULAR MEETING
MISSION CITY HALL
JULY 11, 2023 at 5:45 PM**

MINUTES

MEMBERS PRESENT:

Lucille Cavazos
Gavino Garza
Mario Cantu
Robert Treviño

ABSENT:

Lisa Salinas

STAFF PRESENT:

Anais Chapa, Assistant City Secretary
Roel Mendiola, Sanitation Director
Yaritza Peña, Administrative Coordinator
Laura Ojeda, Administrative Assistant

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Anais Chapa, Assistant City Secretary, called the meeting to order at 5:46 p.m.

APPROVAL OF MINUTES – MAY 9, 2023

Members took a few minutes to review the minutes from the meeting held on May 9, 2023 meeting. Ms. Lucille Cavazos moved to approve the minutes as presented. Motion was seconded by Mr. Mario Cantu, and approved unanimously 4-0.

GUEST PRESENTATION – THELMA GARZA

Ms. Thelma Garza, a resident of Mission, attended our meeting in hopes of partnering with Keep Mission Beautiful in an effort to beautify their subdivision, Capistrano. This subdivision was located off of 2-mile line. Ms. Garza stated that they were in the process of reforming their home owner's association. With the newly formed HOA, they plan on beautifying the entrance to their subdivision. They have volunteers available to help with the labor, but wanted input from KMB as to what aid we can offer. It was asked that they provide us with a proposal of what they had in mind as well as a cost estimate to see if we would be able to collaborate.

A. Placement of Keep Texas Beautiful Affiliate Sign

A couple of months back, the City of Mission received a metal sign that read "Keep Texas Beautiful Affiliate". This sign was to be showcased somewhere throughout the city. Mr. Cantu proposed that the sign be placed in the median off of Bryan Road and the expressway. This was a central location that was visible. Also, this area has been growing a lot and would attract more traffic. Mr. Roel Mendiola said that we would partner with city council to approve the placement of the sign as well. Mr. Robert Trevino advised that Bryan Road was a state road and most likely, we would have to contact TxDot to get permission to use the area to display the sign. Ms. Chapa stated that she would partner with Assistant City Manager J.P. Terrazas about getting in contact with someone from TxDot.

B. Discussion on Irrigation Pipe Art Project

We have started the process to initiate a Pipe Art Project here in Mission. Anais Chapa got permission from the United Irrigation District to use the pipes within city limits for artwork. The only thing pending from the city's end was to obtain a waiver for the artists. Ms. Chapa has been working with the city attorney to finalize the waiver. The group asked Mr. Trevino how McAllen's program runs. He stated that they pay up to \$1,000 per artist. The artist submits a rendering of what will be painted on the pipe, but they do not have any restrictions as to what can be painted. Ms. Cavazos suggested that we set restrictions as far as what can be painted.

C. Upcoming Quarterly Clean Up Events

The last clean-up event that was held was back in April. It had been suggested that we do some form of clean-up event every quarter. With that being said, we would need to schedule a clean up event for sometime in August or September. After some discussion, it was the consensus of the committee to have a bulky item and tire round up event on September 23, 2023. This would fall under the "Fall Sweep" period for Keep Texas Beautiful and would qualify as a clean up event. The event would be the same set up as the one held in April. The only difference would be adding a container for strictly metal that could later be sold and monies collected would be for Keep Mission Beautiful. Also, it was suggested that we partner with media to advertise the event and ensure a great turnout.

D. Review 501(c)(3) Application

The application has been completed by Ms. Chapa; however, she was waiting to meet with the city attorney to review it with him. There had been a meeting scheduled for the following week so as soon as she got the okay from him, the application would be sent off for processing.

DATE AND TIME OF NEXT MEETING

The next meeting will be held on August 1, 2023 at 5:45 p.m..

CHAIRMAN'S COMMENTS

Mr. Cantu stated that he had the opportunity to meet Chris Lash from Keep McAllen Beautiful. He attended their board meeting and was impressed by how much information they covered within an hour. He realized that everyone has a busy schedule and we must all be respectful of each other's time.

MEMBER'S COMMENTS

Mr. Robert Trevino mentioned that we should try contacting the schools, possibly at the elementary level, to try to set up a water bottle recycling contest. With schools starting soon, it would be a good idea to put a presentation together to present during a student pep rally.

ADJOURNMENT

At 7:02 p.m., Ms. Cavazos moved to adjourn the meeting. Motion was seconded by Mr. Garza and approved unanimously 4-0.



Mario Cantu, Chairman

**MINUTES FOR THE
MISSION CIVIL SERVICE COMMISSION
June 29, 2023**

Commission-Present

**Jerry Saenz-Chairman
Polo Garza-Vice-Chair
Michael Davis-Member**

Staff Present

**Jesse Lerma Jr-CS Director
Noemi Munguia-HR Director
Victor Flores-City Attorney
Robert Hinojosa-Director OD
Cesar Torres-Chief of Police
David Garcia-Sgt PD
Laura Gonzalez-Law Clerk
Adrian Garcia-Fire Chief**

Call to Order

Mr. Jerry Saenz called the meeting to order at 9:00 a.m.

Approval of Mission Fire Department Entry Level Scores and the Creation of a New Eligibility List

Mr. Lerma advised the Commission that they held an entry level examination on June 15, 2023. Mr. Lerma advised them that they had 51 individuals that participated and all passed. He advised them that there were quite a few individuals that were dually certified as firefighters and medics. Chief Garcia advised the Commission that once the list was approved they would start with the physical agility and the hiring process. After a brief discussion, Mr. Davis made a motion to approve the scores and to create a new eligibility list. Mr. Garza seconded the motion. Motion was approved unanimously.

Approval of Mission Police Department Entry Level Scores and the Creation of a New Eligibility List

Mr. Lerma advised the Commission that they held an entry level examination on June 21, 2023. Mr. Lerma advised them that they had 24 individuals that participated and all passed. He advised them that there were 11 certified police officers and 9 pending the TCOLE exam in a few weeks. Chief Torres advised the Commission that the physical agility would be August 5, 2023 and then they would start to fill the positions they had. After a brief discussion, Mr. Davis made a motion to approve the scores and to create a new eligibility list. Mr. Garza seconded the motion. Motion was approved unanimously.

Approval of Mission Police Department LT's Promotional Examination Scores and the Creation of a New Eligibility List (Appeal Pending)

Mr. Lerma advised the Commission that they held a promotional examination for LT for the Mission Police Department on June 8, 2023. He advised them that they had four (4) individuals participated and these were the scores PENDING APPEAL:

1. Salvador Trevino-72 plus 10 points for seniority-82
2. Vidal Trevino-71 plus 10 points for seniority-81
3. David Garcia-69 plus 10 points seniority-79
4. Hiram Flores-65 plus 10 points seniority-75

Mr. Lerma advised the Commission that David Garcia and Vidal Farias had submitted appeals and that those would be heard today then they could approve the final scores and the eligibility list for the position. Mr. Lerma advised the Commission that both individuals submitted their appeals in writing as required, both received the same packets as the Commission, and both were advised to show up for the meeting.

1st appeal was Sgt. Garcia, his question (#1) and all pertaining information is attached. In his appeal, he asked that the Commission for the following:

1. Declare his answer "D" as correct as clearly verified by the testing agency and the sources.
2. Declare answer "B" as incorrect and deduct any points given to other candidates that selected the "B"
3. To not accept the testing agency's recommendation of declaring the question defective and giving a point to all candidates.

After a brief discussion, Mr. Davis stated that the Commission may have some legal questions for the attorney. The City Attorney, Victor Flores, advised that such matters could be discussed in Executive Session under 551.071 of the Texas Government Code. Mr. Davis made a motion to go into executive session to consult with attorney. Mr. Garza seconded the motion. Motion was approved unanimously at 9:17 a.m. Meeting resumed at 9:29 a.m.

Mr. Garza thanked Sgt. Garcia for coming before the Commission and made a motion to approve his appeal by declaring "D" as the correct answer for question #1, not accepting the testing agency's recommendation of giving everyone a point due to the question being defective, and to make the changes on the test results as directed by this motion. Mr. Garza stressed that the Commission was not going to award a point to a wrong answer. Mr. Davis seconded the motion. Motion was approved unanimously.

Sgt. Farias was not present at the meeting but was contacted thru cell phone and was allowed to participate thru the cell phone.

2nd Appeal was Sgt. Farias question #24 and all information is attached. His appeal was based on his feelings that the question involving effective decision-making being linked to the planning process not being direct in specifying the third step as being asked in the question. The testing agency specified that the text-THIRD STEP-is printed and italicized which states that the planning process entails the gathering of all relevant information concerning the problem under consideration. After a brief discussion, they moved on to next appeal.

3rd Appeal was Sgt. Farias question #89 and all the information is attached. The question pertains to patterns of interactions between people. Sgt. Farias's appeal was that the question was not clear in identifying the major patterns from the basic patterns. The testing agency clearly identifies the question and answer valid and we can see that the answer "All of the Above" is correct and Sgt. Farias's appeal was deniable.

After a brief discussion, Mr. Garza made a motion to deny the appeals from Sgt. Farias. Mr. Davis seconded the motion. Motion was approved unanimously.

Mr. Lerma then advised the Commission that with the decisions made on the appeals the scores would now reflect the following:

1. Sal Trevino-81
2. David Garcia-80
3. Vidal Farias-80
4. Hiram Flores-75

Mr. Lerma advised the Commission that we needed to clarify the tie between Sgt. Garcia and Sgt. Farias due to the wording on the local rules for tie breakers. Both were hired on the same date clearing tie breaker #1 and tiebreaker #2 reads "Time in Classification". Sgt Garcia had a break in service as a Sgt due to a disciplinary agreement signed on October of 2022. He was requesting for all his time in the classification of SGT as it reads in the tie breaker rules to be counted towards time served in the classification for tie breaker purposes. After a brief discussion, Mr. Davis stated that the Commission had some legal questions for the attorney. The City Attorney, Victor Flores, advised that such matters could be discussed in Executive Session under 551.071 of the Texas Government Code. Mr. Davis made a motion to go into executive session to consult with the attorney at 10:06 a.m. Mr. Garza seconded the motion. Motion was approved unanimously. Meeting resumed at 10:17 a.m.

Attorney Victor Flores explained that the tie-breaker rule specifying time in classification was broad and did not reference break in service. For that reason, the Civil Service Commission could consider all time served for tie breaker purposes. Taking all information into consideration and counting all the time in classification, the Civil Service Commission determined the following for the tie breaker:

1. Vidal Farias-October 5, 2020 to June 8, 2023=976 days
2. David Garcia-January 12, 2018 to March 31, 2020=809
-October 26, 2022 to June 8, 2023=225
Total-1014

Mr. Lerma then advised the Commission that the eligibility list would now reflect the following for approval:

1. Sal Trevino-would be promoted immediately

2. David Garcia would move to #1
3. Vidal Farias would move to #2
4. Hiram Flores would move up #3

After a brief discussion, Mr. Davis made a motion to approve the new scores and the eligibility list presented above once all dates are confirmed. Mr. Garza seconded the motion. Motion was approved unanimously.

Approval of Mission Fire Department Promotional Examination Resource List for ENG

Mr. Lerma advised the Commission that ENG Manuel Salinas had retired and that created an opening so we needed to start the process to fill the position. Chief Garcia and his staff were recommending the following sources for approval:

1. Pumping and Aerial Apparatus Driver/Operator Handbook-3rd Edition
2. Engine Company Fireground Operations-4th Edition

After a brief discussion, Mr. Garza made a motion to approve the resource list as presented. Mr. Davis seconded the motion. Motion was approved unanimously.

Approval of Mission Fire Department Promotional Examination Schedule for ENG

Mr. Lerma was requesting the following examination schedule for approval:

1. Post Resource List-June 29, 2023
2. 30 Day Notice-August 24, 2023
3. Deadline to submit MOI-September 15, 2022
4. Date of Examination-September 28, 2023

After a brief discussion, Mr. Garza made a motion to approve the schedule as presented. Mr. Davis seconded the motion. Motion was approved unanimously.

Pending Business

No pending business

Adjourn

Meeting was adjourned at 10:20 a.m.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023
PRESENTED BY: Rick Venecia, Boys & Girls Club Director
AGENDA ITEM: Approval to enter into Interlocal Agreement between City of Mission and Mission CISD to jointly undertake the youth services at Leal Elementary – Venecia

NATURE OF REQUEST:

Approval is being requested to enter into Interlocal Agreement between City of Mission and Mission CISD to jointly undertake the youth services of the Mission Boys and Girls Club at Leal Elementary where it provides after school programs for the area youth.

Leal Elementary students will be provided after school youth programs at Leal Elementary Campus located at 318 S. Los Ebanos Rd.

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: Approval

City Manager’s Recommendation: Approval *RP*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

INTERLOCAL AGREEMENT BETWEEN THE CITY OF MISSION, TEXAS AND MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

This Agreement is made by and between the **CITY OF MISSION, TEXAS**, hereinafter referred to as City, and **MISSION CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**, hereinafter referred to as District, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas; and
WHEREAS, District is a consolidated independent school district located in Hidalgo County, Texas; and

WHEREAS, the Mission Boys and Girls Club, prior to City’s assumption of its activities, was providing youth programs and services to eligible youth at District’s Leal Elementary School located at 318 South Los Ebanos Rd., Mission, Texas; and

WHEREAS, City, after its assumption of the activities of the Mission Boys and Girls Club, seeks to continue providing said youth programs and services to eligible youth at District’s said elementary school; and

WHEREAS, District has determined that it is in its best interest that said activities continue and has agreed to lend its facilities for that purpose.

NOW, THEREFORE, City and District, in consideration of the following mutual covenants, agree as follows:

1. SERVICES

City agrees to provide after school youth programs from 3:00 PM to 7:00 PM, Mondays through Thursdays, and Fridays from 2:00 PM to 6:00 PM and services to eligible youth at District’s Leal Elementary School located at 318 South Los Ebanos Rd., Mission, Texas, as hereinafter described.

2. PERSONNEL RECORDS AND ACTIONS

City shall obtain criminal history records information in accordance with Texas Education Code sections 22.081-22.086 relating to all personnel it employs and intends to employ in rendering the services contracted for herein.

3. TERM

This Agreement will commence on September 5, 2023 and terminate on May 22, 2024 unless terminated at an earlier date pursuant to the terms of this agreement.

4. OBLIGATIONS OF THE DISTRICT

In consideration of the City providing the Program, the District agrees:

To make available to the City the cafeteria, one set of restrooms, and a playground site at Leal Elementary School(s).

To make available to the City twelve (12) cafeteria tables and a storage cabinet to store and secure all facilities, equipment and program materials daily.

To provide an onsite office with a telephone.

5. OBLIGATIONS OF THE CITY

To introduce youth enrichment programs listed herein.

To provide program staff and a supervisor to supervise and coordinate all activities related to the program.

To coordinate City program community activities with local school administrators.

To provide monthly activity reports, attendance sheets, membership status, program schedules, program objectives and service design for programs.

To provide the following programs:

Power Hour – City staff helps alleviate student’s homework by providing individual assistance in areas of study. Staff assists children with any questions they may have regarding their homework or any other questions they may have pertaining to their

studies.

Kids in Control – This program is intended as a guide, providing insight, generating discussion and encouraging children to develop practical safety skills.

Smart Moves – A nationally acclaimed prevention program for young people 5-12. Smart Moves is a creative, fun, learning experience that provides boys and girls with the knowledge and skills they need to grow into confident, healthy teenagers. This program enables members to realize their full potential. Smart Moves also provides boys and girls with accurate information, resistance training, and other critical skills for avoiding alcohol, tobacco, and other drugs, as well as peer pressure. This program encourages children to make appropriate decisions as they enter their teenage years.

Fitness Authority – is a Boys & Girls Club of America, 12 week Program that increases knowledge of nutrition, hand/eye coordination, endurance, motor development, total fitness, and self-esteem. This is achieved through lessons including group discussion, innovative games, outdoor activities, calisthenics, stretching, nutrition and physical wellness. The objective of the program is for children to develop activities that encourage a healthy and fit lifestyle that will have a positive lifelong effect. The goal of this program is that participants will learn that fitness is an important lifestyle choice.

Arts & Crafts – is a Boys & Girls Club of America Program that helps develop youth's artistic skills and enhance their creative talent. Children work closely with a staff that encourages creativity, and helps members realize their creative potential. The youth served by this program are given the opportunity to create projects and make them their own.

To restore all facilities utilized by the City to its original state after each day of use. No District-owned equipment may be used or removed from the facility, and no alterations may be made to the facility without specific written authorization from the Superintendent.

To cooperate with the District to ensure that facilities utilized for the Program will not conflict with instructional or extracurricular activities that may be conducted by the District at the same time.

To protect District property and equipment and assume any and all liability for repairs or replacement of damage done to buildings, equipment, or other school property used by the City and caused by the City's negligence.

To assume responsibility for the conduct of any and all persons using District facilities in association with the Program.

6. TERMINATION

Either party may terminate this Agreement, with or without cause, by giving ten (10) days written notice to the other party.

7. ASSIGNMENT AND DELEGATION

Neither party may assign or delegate any right or duty under this Agreement without prior written approval of the other party.

8. APPLICABLE LAWS AND STANDARDS

City will comply with all laws, federal, state and local, in connection with the performance of the program services to be rendered hereunder, and shall obey any other regulations of any municipal, county, state or federal authority in regard thereto.

9. IMMUNITY

The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by either City or District of its immunity from suit or liability that either party may have by operation of law.

10. CHOICE OF LAW AND VENUE

The Agreement will be governed by and construed in accordance with the laws of the State of

Texas. The Parties hereto agree that venue of any suit brought for any breach of Agreement is fixed in any court of competent jurisdiction in Hidalgo County, Texas.

11. CONSTRUCTION

This Agreement shall be construed without regard to the identity of the person or persons who drafted the provisions contained herein. Moreover, each and every provision of this Agreement shall be construed as if each party hereto participated equally in the drafting hereof. As a result of the foregoing, any rule of construction that the document is to be construed against the drafting parties shall not be applicable to this Agreement.

12. SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and inure to the benefit of the successors and assigns of the respective parties to this Agreement.

13. INDEPENDENT PARTIES

Each party hereto is independent of the other and shall retain control over its employees and agents. Nothing in this agreement shall be deemed to create a partnership, agency, joint venture, employment, or landlord-tenant relationship. In connection therewith, no officer, staff, agent or other person affiliated with the Program will be deemed to be an employee of the District while performing Program-related activities.

14. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provision, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

15. DESCRIPTIVE HEADINGS

The captions included herein are for administrative purposes only and shall not be considered in interpreting any of the terms or provisions of this Agreement.

16. NO THIRD PARTY BENEFICIARY

This Agreement inures to the benefit of and obligations only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it. The parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Agreement.

17. AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement will be by amendment hereto in writing and executed by both Parties to this Agreement.

18. NO WAIVER

The PARTIES agree that no waiver by any party of any breach of any provision herein shall be construed to be a waiver of any succeeding breach of the same provision or the nonperformance of any other obligation contained herein.

19. COMMITMENT OF CURRENT REVENUES ONLY

In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to

terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

20. ENTIRE AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement, and contains all of the covenants and agreements between the parties with respect to such subject matter. Each Party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding.

21. MULTIPLE COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. NOTICES

Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. For purposes of this section the addresses of the parties are as follows:

Mission Consolidated Independent School District
1201 Bryce Drive
Mission, Texas 78572

City of Mission
1201 E. 8th St.
Mission, Texas 78572

IN WITNESS WHEREOF, the Board of Trustees of the Mission Consolidated Independent School District, acting by its President or Superintendent, as duly authorized, and the City Council of the City of Mission, acting by its Mayor, have set their signatures on the day and year shown below.

MISSION CONSOLIDATED INDEPENDENT
SCHOOL DISTRICT

By: _____
President of the Board of Trustees
Date: _____

ATTEST:

Secretary of the Board of Trustees

CITY OF MISSION, TEXAS

By: _____
Norie Gonzalez Garza, Mayor
Date: _____

ATTEST:

Anna Carrillo, City Secretary



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: August 28, 2023
PRESENTED BY: Rick Venecia, Boys & Girls Club Director
AGENDA ITEM: Approval to enter into a Memorandum of Understanding between Mission CISD and Boys & Girls Club of Mission to provide transportation services – Venecia

NATURE OF REQUEST:

Mission CISD is exploring a potential partnership with the Boys and Girls Club of Mission to provide transportation services from select campuses to the Boys and Girls Club facility. This partnership would positively impact the students' social and emotional well-being, as they would have access to various enriching activities and sports offered by the Club. Additionally, this collaboration could enhance participation in the district's Child Nutrition Supper program, ensuring students receive the nutrition they need.

The Boys and Girls Club would charge families for transportation services, and then the District would bill the Boys and Girls Club for the transportation costs incurred. In Mission CISD, there are eight campuses situated within the City of Mission that would be included in this transportation service, Bryan Elementary School, Hilda C. Escobar/Alicia C. Rios Elementary School, Marcell Elementary School, Mims Elementary School, Ollie O'Grady Elementary School, Pearson Elementary School, White Junior High School and Mission Junior High School. Castro Elementary School and Leal Elementary School, already have a Boys and Girls Club either across the street or within the campus,

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: Approval

City Manager's Recommendation: Approval *RP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

AGREEMENT
By and Between
Mission Consolidated Independent School District and
Boys and Girls Club of Mission, Texas

WHEREAS, Mission Consolidated Independent School District ("MCISD" or "District") wishes to provide extracurricular educational and enrichment opportunities to its students; AND

WHEREAS, Boys and Girls Club of Mission ("BGCM") seeks to provide services to enable young people to reach their full potential as productive, caring citizens; AND

WHEREAS, BGCM sponsors various events and opportunities in the Mission, Texas area; AND

WHEREAS, MCISD's students would benefit from increased access to events and resources sponsored by, and available to BGCM members; AND

WHEREAS, the parties seek to enter a partnership to offer transportation services from MCISD to BGCM locations to improve student access and utilization of programs offered by BGCM; AND

NOW THEREFORE, MCISD and BGCM, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. BGCM's obligations:
 - a. BGCM agrees to provide adequate appropriate supervision of students at the recognized drop-off location at BGCM facilities, including maintaining a check-in list of students participating in the transportation program, subject to MCISD approval;
 - b. BGCM acknowledges that once an MCISD student is transported to BGCM facilities, BGCM assumes responsibility over such student as it would with any minor child participating in BGCM activities.
 - c. BGCM shall charge and collect from students participating in this transportation program a fee of \$100 per semester for each individual student utilizing such services, and a discounted rate of \$50 for each additional sibling participating in this transportation program;
 - d. BGCM will be responsible for timely remitting payment to MCISD as reflected in regular invoices for additional transportation costs accrued under operation of this agreement; and
 - e. BGCM shall regularly monitor capacity of its facilities to ensure that it can safely accommodate the number of MCISD students participating in this transportation program and BGCM shall promptly notify MCISD if it, at any time during the operation of this agreement, realize that it cannot accept the number of students participating in this transportation program.

2. MCISD's obligations:

- a. MCISD shall provide transportation to participating students from MCISD facilities to BGCM facilities;
- b. MCISD shall provide BGCM invoices at the end of each semester reflecting the additional transportation costs (mileage, fuel, etc.) incurred as a result of its transportation of MCISD students to BGCM facilities;
- c. MCISD will not be required to increase its expenses under this agreement by reason of monetary shortfall or increased expenses on the part of BGCM, nor shall any officer, employee, or agent of MCISD be authorized to make expenditures related to this agreement other than as set forth herein, or as agreed upon in writing and duly authorized by MCISD and BGCM.

3. General Provisions

- a. MCISD and BGCM agree and understand that the parties have no interest in each other's operations, facilities, employees, or funds, other than as set forth in this agreement.
- b. Under no circumstances shall this Agreement be construed to create an employment relationship between MCISD and any employee, volunteer, agent, officer, or member of BGCM.
- c. BGCM will indemnify and hold harmless MCISD, its officers, employees, agents, successors and assigns from any and all suits, claims and actions of every kind by reason of breach, violation or non-performance of any term or condition on the part of BGCM herein, and further agrees to indemnify, hold harmless, and defend MCISD, its Board members, officials, and their respective employees from and against all claims and suits for injuries to persons (including death), property damages or loss, and expenses, including court costs and attorney's fees, arising out of or resulting from the BGCM's use of any District property or facility.
- d. The Term of this Agreement shall be for one-year with the option to renew for two additional one-year terms following execution by authorized representatives of each party.
- e. MCISD may terminate this agreement at any time, for any or no reason, upon 14 calendar days' written notice to BGCM.
- f. BGCM may terminate this agreement for cause due to material breach by MCISD upon 30 calendar days' written notice, except that MCISD shall be given the opportunity to cure the breach within such 30 days.
- g. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.
- h. MCISD and BGCM waive all rights to attorney fees under Tex. Loc. Gov't Code §271.153.
- i. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the uses and services contemplated under this Agreement.

- j. In accordance with Texas Government Code section 2270.002, BGCM verifies that it does not boycott Israel and will not boycott Israel during the term of this contract and does not discriminate against firearm entities and firearm trade associations.
- k. This Agreement represents the entire Agreement among the Parties and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

Signed:



Mission Consolidated Independent School District

8-2-23

Date

Boys and Girls Club of Mission

Date



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Authorization to re-enter into an Interlocal Agreement between the City of Mission and the City of Penitas to provide temporary housing for prisoners – Torres

NATURE OF REQUEST:

The City of Penitas is in need to continue services for the temporary housing and detention of prisoners awaiting arraignment. The Mission Police Department agrees to make use of the agency’s holding facility for prisoners of the Penitas Police Department, subject to the availability of space based on the facility’s capacity. The temporary housing of prisoners will be at a cost of \$54.00 per prisoner per day. The cost includes detention, transportation, and meal costs. The term of the agreement is for one year commencing on October 1, 2023 and ending at midnight on September 30, 2024.

BUGETED: FY23-24 **FUND:** General **ACCT. #:** 01-300-34765
BUDGET: \$6,500 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$6,500

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *RP*

RECORD OF VOTE: **APPROVED:** _____
 DISAPPROVED: _____
 TABLED: _____

_____ AYES
_____ NAYS
_____ DISSENTING _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF MISSION, TEXAS AND THE CITY OF PENITAS,
TEXAS**

This Agreement is made by and between the City of Mission, Texas hereinafter referred to as "Mission" and the City of Penitas, Texas; hereinafter referred to as "Penitas", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City of Mission is a Home Rule municipality created under the State of Texas Constitution and the laws of the State of Texas, and

WHEREAS, City of Penitas is a Home Rule municipality created under the State of Texas Constitution and the laws of the State of Texas, and

WHEREAS, City of Penitas is in need of obtaining services for the temporary housing and detention of prisoners awaiting arraignment or transfer to the Hidalgo County Jail, and

WHEREAS, City of Mission has located within their Police Department Facility holding cells, and

WHEREAS, both parties recognize the need and have a desire to cooperate with each other on all matters related to Law Enforcement

WHEREAS, City of Mission and City of Penitas are authorized to enter into this Agreement pursuant to the Inter-local Cooperation Act, Texas government Code 791.001 et seq.; (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, City of Mission and City of Penitas, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Purpose.

1.1 The purpose of this agreement is for the temporary housing and detention of Penitas prisoners awaiting arraignment or transfer to the Hidalgo County Jail. Mission agrees to make use of their holding cells for prisoners of the City of Penitas subject to availability of space based on their facility's capacity, and as provided herein.

2. Term and Termination.

2.1 The term of this agreement is for a period of One (1) year commencing on October 1, 2023 and ending at midnight on September 30, 2024, unless otherwise agreed to by the parties in writing. If any party desires to extend the term of this agreement, said party must notify the other party in writing of such request at least sixty (60) days prior to the expiration of the term. Any agreement to extend must be in writing.

2.2 Either party may terminate this Agreement upon (30) days written notice to the non-terminating party for any reason or no reason at all.

3. *Processing and Housing.*

- 3.1 Mission agrees to process and temporarily confine persons arrested ("prisoners") by a Penitas peace officer at a cost of **Fifty-Four Dollars (\$54) per prisoner per day**. The day the prisoner is "booker in" will be counted and charged. This cost will include detention, transportation and meal costs. Mission agrees to provide meals to the temporarily confined prisoners as required by law and pursuant to customary procedures.
- 3.2 Penitas agrees to transport prisoners to the Mission Police Department Jail and to assist Mission Police Department personnel in processing said prisoners.
- 3.3 The length of confinement shall not exceed a twenty-four (24) hour period per prisoner. Within the 24 hour confinement period, Penitas shall make all necessary arrangements to transport said prisoners out of the Mission Police Department Jail Facility.
- 3.4 Mission agrees to provide the same level of care and security for Penitas prisoners as they do for their own prisoners.
- 3.5 Mission agrees to notify Penitas as soon as possible of any issues involving Penitas' prisoners including but not limited to health, safety and general condition of the prisoners, while housed in the Mission jail facility.
- 3.6 City of Penitas agrees that the Penitas personnel involved in delivering and retrieving prisoners from the Mission facility shall at all times adhere to Mission rules and procedures in place pertaining to the detention of prisoners.
- 3.7 City of Penitas agrees to reimburse Mission for any reasonable costs incurred in the care and housing of the prisoners. All reimbursements shall be as provided in this agreement.
- 3.8 If requested by Mission, Penitas will relocate any Penitas prisoners that the Mission Police department determines is being unruly or disruptive or might cause harm to, or be harmed by, any other prisoner. Penitas further agrees to relocate any Penitas prisoners that the Mission Police department is unable to accommodate for health, safety or crowded conditions.
- 3.9 Mission reserves the right to refuse to accept for processing or temporary confinement any prisoner, pursuant to this Agreement, when in its judgment it is unable to perform hereunder by reason of temporary understaffing, temporary overcrowding, the condition of the prisoner, or any other reason as determined by Mission.

4. *Use of Intoxilyzer.*

- 4.1 Upon request of Penitas peace officer, Mission agrees to provide use of an intoxilyzer instrument for any prisoner charged with the offense of Driving While Intoxicated. If the Penitas peace officer is not certified or trained to use the intoxilyzer, Mission agrees to provide a certified peace officer to administer the breath test. A Penitas peace officer shall remain present at all times during the use of the intoxilyzer instrument.

5. *Medical Treatment.*

- 5.1 Mission reserves the right to refuse to accept for processing any prisoner who is reasonably believed to be injured or sick until appropriate and necessary treatment has been provided by a physician or hospital and said person has been released thereby and determined to be physically capable of jail confinement. Arrangements for such treatment and the cost thereof shall be the responsibility of Penitas.
- 5.2 In the event that a prisoner has been accepted for processing pursuant to this Agreement and is thereafter determined to require medical treatment and/or hospitalization, Penitas

agrees that it will make the same available to any such prisoner. Mission agrees to notify Penitas of any such circumstance and in emergency situations, shall transport the prisoner to the proper medical facilities, and Penitas agrees to relieve Mission within thirty (30) minutes of transport. Any such emergency treatment and the cost thereof shall be the responsibility of Penitas.

6. Insurance and Indemnification.

6.1 Penitas agrees to notify the City's Insurance Provider, TML, of this agreement and Penitas will provide Mission proof that TML has been notified. Penitas further agrees to indemnify and hold harmless the City of Mission for any legal action arising from any complaints, law suits, or civil complaints brought about by any prisoners housed under the terms and conditions of this agreement, unless a proper investigation determines that any agent or employee of the City of Mission acted illegally or contrary to approved Mission policies, rules, regulations or commonly accepted practices.

7. Other Terms.

7.1 *Conflict with applicable Law.* Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

7.2 *No Waiver.* No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7.3 *Entire Agreement:* This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation or agreements in connection this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City of Penitas and City of Mission and not otherwise.

7.4 *Texas Law to Apply.* This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

7.5 *Notice.* Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests, or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid, and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to the City of Mission: City of Mission
Attn: Randy Perez, City Manager
1201 E. 8th St.
Mission, Texas 78572

If to City of Penitas: City of Penitas
Attn: Humberto Garza, City Manager
1111 S. Main
Penitas, Texas 78576

Any other demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as

it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

Item 16.

7.6 *Additional Documents.* The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

7.7 *Successors.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

7.8 *Assignment.* This Agreement shall not be assignable.

7.9 *Headings.* The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

7.10 *Gender and Number.* All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

7.11 *Authority to Execute.* The performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

7.12 *Governmental Purpose.* Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

7.13 *Severability.* Should any phrase, clause, sentence, or section of this Agreement be judicially declared to be invalid, unenforceable, or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of the Agreement will be deemed to have been stricken here from, and the remainder of this Agreement will have the same force and effect if such part or parts had never been included herein.

WITNESS THE HANDS OF THE PARTIES effective as of the ____ day of _____, 2023.

City of Mission, Texas

Norie Gonzalez Garza, Mayor Date

ATTEST:

Anna Carrillo, City Secretary Date

City of Penitas, Texas

Authorized Official Date

ATTEST:

City Secretary Date



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Authorization to re-enter into an Interlocal Agreement between the City of Mission and the City of Palmhurst to provide temporary housing for prisoners - Torres

NATURE OF REQUEST:

The City of Palmhurst is in need to continue services for the temporary housing and detention of prisoners awaiting arraignment. The Mission Police Department agrees to make use of the agency's holding facility for prisoners of the Palmhurst Police Department, subject to the availability of space based on the facility's capacity. The temporary housing of prisoners will be at a cost of \$54.00 per prisoner per day. The cost includes detention, transportation and meal costs. Term of the Agreement is for one year commencing on October 1, 2023 and ending at midnight on September 30, 2024.

BUGETED: FY23-24 **FUND:** General **ACCT. #:** 01-300-34765
BUDGET: \$6,500 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$6,500

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *RP*

RECORD OF VOTE: **APPROVED:** _____
 DISAPPROVED: _____
 TABLED: _____

_____ AYES
_____ NAYS
_____ DISSENTING _____

STATE OF TEXAS §

COUNTY OF HIDALGO §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF MISSION, TEXAS AND THE CITY OF
PALMHURST, TEXAS**

This Agreement is made by and between the City of Mission, Texas hereinafter referred to as "Mission" and the City of Palmhurst, Texas; hereinafter referred to as "Palmhurst", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City of Mission is a Home Rule municipality created under the State of Texas Constitution and the laws of the State of Texas, and

WHEREAS, City of Palmhurst is a Home Rule municipality created under the State of Texas Constitution and the laws of the State of Texas, and

WHEREAS, City of Palmhurst is in need of obtaining services for the temporary housing and detention of prisoners awaiting arraignment or transfer to the Hidalgo County Jail, and

WHEREAS, City of Mission has located within their Police Department Facility holding cells, and

WHEREAS, both parties recognize the need and have a desire to cooperate with each other on all matters related to Law Enforcement

WHEREAS, City of Mission and City of Palmhurst are authorized to enter into this Agreement pursuant to the Inter-local Cooperation Act, Texas government Code 791.001 et seq.; (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

NOW THEREFORE, City of Mission and City of Palmhurst, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Purpose.

1.1 The purpose of this agreement is for the temporary housing and detention of Palmhurst prisoners awaiting arraignment or transfer to the Hidalgo County Jail. Mission agrees to make use of their holding cells for prisoners of the City of Palmhurst subject to availability of space based on their facility's capacity, and as provided herein.

2. Term and Termination.

2.1 The term of this agreement is for a period of One (1) year commencing on October 1, 2023 and ending at midnight on September 30, 2024, unless otherwise agreed to by the parties in writing. If any party desires to extend the term of this agreement, said party must notify the other party in writing of such request at least sixty (60) days prior to the expiration of the term. Any agreement to extend must be in writing.

2.2 Either party may terminate this Agreement upon (30) days written notice to the non-terminating party for any reason or no reason at all.

3. *Processing and Housing.*

- 3.1 Mission agrees to process and temporarily confine persons arrested ("prisoners") by a Palmhurst peace officer at a cost of **Fifty-Four Dollars (\$54) per prisoner per day**. The day the prisoner is "booker in" will be counted and charged. This cost will include detention, transportation and meal costs. Mission agrees to provide meals to the temporarily confined prisoners as required by law and pursuant to customary procedures.
- 3.2 Palmhurst agrees to transport prisoners to the Mission Police Department Jail and to assist Mission Police Department personnel in processing said prisoners.
- 3.3 The length of confinement shall not exceed a twenty-four (24) hour period per prisoner. Within the 24 hour confinement period, Palmhurst shall make all necessary arrangements to transport said prisoners out of the Mission Police Department Jail Facility.
- 3.4 Mission agrees to provide the same level of care and security for Palmhurst prisoners as they do for their own prisoners.
- 3.5 Mission agrees to notify Palmhurst as soon as possible of any issues involving Palmhurst' prisoners including but not limited to health, safety and general condition of the prisoners, while housed in the Mission jail facility.
- 3.6 City of Palmhurst agrees that the Palmhurst personnel involved in delivering and retrieving prisoners from the Mission facility shall at all times adhere to Mission rules and procedures in place pertaining to the detention of prisoners.
- 3.7 City of Palmhurst agrees to reimburse Mission for any reasonable costs incurred in the care and housing of the prisoners. All reimbursements shall be as provided in this agreement.
- 3.8 If requested by Mission, Palmhurst will relocate any Palmhurst prisoners that the Mission Police department determines is being unruly or disruptive or might cause harm to, or be harmed by, any other prisoner. Palmhurst further agrees to relocate any Palmhurst prisoners that the Mission Police department is unable to accommodate for health, safety or crowded conditions.
- 3.9 Mission reserves the right to refuse to accept for processing or temporary confinement any prisoner, pursuant to this Agreement, when in its judgment it is unable to perform hereunder by reason of temporary understaffing, temporary overcrowding, the condition of the prisoner, or any other reason as determined by Mission.

4. *Use of Intoxilyzer.*

- 4.1 Upon request of Palmhurst peace officer, Mission agrees to provide use of an intoxilyzer instrument for any prisoner charged with the offense of Driving While Intoxicated. If the Palmhurst peace officer is not certified or trained to use the intoxilyzer, Mission agrees to provide a certified peace officer to administer the breath test. A Palmhurst peace officer shall remain present at all times during the use of the intoxilyzer instrument.

5. *Medical Treatment.*

- 5.1 Mission reserves the right to refuse to accept for processing any prisoner who is reasonably believed to be injured or sick until appropriate and necessary treatment has been provided by a physician or hospital and said person has been released thereby and determined to be physically capable of jail confinement. Arrangements for such treatment and the cost thereof shall be the responsibility of Palmhurst.
- 5.2 In the event that a prisoner has been accepted for processing pursuant to this Agreement and is thereafter determined to require medical treatment and/or hospitalization,

Any other demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

- 7.6 *Additional Documents.* The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.
- 7.7 *Successors.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.
- 7.8 *Assignment.* This Agreement shall not be assignable.
- 7.9 *Headings.* The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.
- 7.10 *Gender and Number.* All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.
- 7.11 *Authority to Execute.* The performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions, ordinances or government body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
- 7.12 *Governmental Purpose.* Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.
- 7.13 *Severability.* Should any phrase, clause, sentence, or section of this Agreement be judicially declared to be invalid, unenforceable, or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of the Agreement will be deemed to have been stricken here from, and the remainder of this Agreement will have the same force and effect if such part or parts had never been included herein.

WITNESS THE HANDS OF THE PARTIES effective as of the ____ day of _____, 2023.

City of Mission, Texas

Norie Gonzalez Garza, Mayor Date

ATTEST:

Anna Carrillo, City Secretary Date

City of Palmhurst, Texas

Fred del Barrio, Mayor Date

ATTEST:

Richard Garcia, City Secretary Date



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 18, 2023
PRESENTED BY: Yenni Espinoza, Library Director
AGENDA ITEM: Approval to surplus eight book carts and donate them to the City of Palmview for their new Public Library - Espinoza

NATURE OF REQUEST:

Approval to surplus and donate eight book carts that are no longer in use by the Speer Memorial Library. The surplus carts will be donated to the City of Palmview for their new Public Library.

BUGETED: 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 RP

RECORD OF VOTE: APPROVED:
DISAPPROVED:
TABLED:

AYES
NAYS
DISSENTING



Ricardo Villarreal, Mayor
Joel Garcia, Sr., Mayor Pro-Tem
Javier Ramirez, Councilmember
Jose Luis Perez, Councilmember
Alexandra Flores, Councilmember
Benito Hernandez, Councilmember

Michael Leo, City Manager

August 18, 2023

Yenni Espinoza
Library Director
801 E. 12th St. Mission TX. 78572

Hello Ms. Espinoza, I trust this letter finds you in good health. First and foremost, thank you for giving me a tour of your library. You have an amazing facility that will serve as a model to us for what we need to strive for.

As you know the City of Palmview is currently working hard to open our very first library and we need shelving, tables, chairs, and other furniture. I am writing to you today with hope that Speer Memorial Library/City of Mission will donate to us any such items that you are no longer using.

Any item will be of great use for us as we get the library off the ground and of course the donation will be greatly appreciated by our elected officials, administration, staff, and our residents.

Again, thank you for your hospitality and willingness to help as we navigate through this new quality of life service for our community.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Irma Garza', written in a cursive style.

Irma Garza
Chief of Staff
City of Palmview



400 W. Veteran's Blvd. Palmview, TX 78572-8327 • 956.432.0300
cityofpalmview.com



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023

PRESENTED BY: Michael Elizalde, Grants Administrator

AGENDA ITEM: Authorization to submit a grant application to the International Mountain Bicycling Association for the Trail Accelerator Grant Program. - Elizalde

NATURE OF REQUEST:

The Parks & Recreation Department is seeking authorization to submit a grant application to the International Mountain Bicycling Association (IMBA) for the Trail Accelerator Grant Program. The program seeks to assist trail development efforts through awarding of funds for professional trail planning and consultation services. The Parks & Recreation Department is requesting support for a professional assessment of the Mission Hike and Bike Trail and development planning of extended trail systems from newly acquired land. The department's grant request will not exceed \$10,000 and the program requires a 1:1 match, bringing the total project cost to no more than \$20,000.

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 *RP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM WATER PROVIDER AGREEMENT

PURPOSE. The purpose of the Low Income Household Water Assistance Program ("LIHWAP") Water Provider Agreement ("Vendor Agreement") is to provide a grant for emergency assistance to low-income households, particularly those with the lowest incomes that pay a high proportion of household income for water, storm water, drinking water, wastewater/sewer, and groundwater services, said services herein collectively referred to as "Water Services".

The Water Services Provider identified below, agrees to the terms of the LIHWAP grant and to accept payment from LIHWAP agencies only for eligible LIHWAP clients to whom Vendor continues to provide Water Services. The Water Assistance Provider identified below, agrees to make payments only for eligible LIHWAP clients.

PARTIES. This Vendor Agreement is by and between:

Hidalgo County Community Service Agency

Water Assistance Provider ("Agency")

City of Mission

Water Services Provider ("Vendor")

The Agency and Vendor are each a party to this Vendor Agreement and herein each referred to as "Party" or collectively referred to as "Parties".

SERVICE AREA. Vendor and Agency agree to assist eligible LIHWAP clients in the following Texas counties:

Hidalgo

WATER SERVICES. Water Services provided and billed by Vendor:

- Water Fees
- Stormwater Fees
- Wastewater
- Sewer Fees
- Groundwater Fees
- Other: _____

TERM. This Vendor Agreement shall be effective from _____, 20____, and shall terminate on the earlier date of _____ or September 30, 2023. Either of the Parties may terminate this Vendor Agreement by written notice. Such written notice of termination shall not affect any obligation by either of the Parties incurred prior to the receipt of such notice.

NOTICE. Notice shall be sent via certified mail to the addresses below with return receipt requested.

Vendor: City of Mission

(Vendor Name)

1201 E 8th St. Mission, TX 78572

(Vendor Mailing Address) 11537

(Vendor Certificate of Convenience and Necessity # ("CCN"))

Agency: Hidalgo County Community Service Agency

(Agency Name)

2524 North Closner Blvd., Edinburg TX. 78541

(Agency Mailing Address)

AGENCY REPRESENTATIONS. The Agency represents and warrants to Vendor that it is an entity under contract with the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("TDHCA") and as such is authorized and has received funding from the TDHCA to provide bill payment assistance service for eligible LIHWAP clients. In addition, the Agency further represents and warrants to Vendor that it has determined eligible LIHWAP clients to be eligible under the LIHWAP guidelines. The funds will be used to cover and/or reduce arrearages, rates and fees associated with reconnection, or prevention of disconnection of service, and to pay either partially or in full an eligible LIHWAP client's current due water bill, known as "Eligible Costs" related to Water Services.

VENDOR'S REPRESENTATIONS. The Vendor represents and warrants that it will apply any payments received from Agency to the eligible LIHWAP client's account related to Eligible Costs.

AGENCY AND VENDOR ACKNOWLEDGEMENT. Both Parties acknowledge that this Vendor Agreement and the services provided by the Vendor are governed by and subject to the federal and state laws and regulations in accordance with the LIHWAP.

Both Parties acknowledge that TDHCA may select other entities to serve LIHWAP clients in the identified Texas Counties, and that Vendor shall not refuse to enter into other Agreements with these entities because of the existence of this Vendor Agreement.

AMENDMENTS. Any and all amendments to this Vendor Agreement shall be in writing, approved by TDHCA, and agreed upon by both Parties.

VENDOR'S RESPONSIBILITIES. Vendor will, with reference to an eligible LIHWAP client:

- Provide the Agency with at least one designated contact person who shall be available to respond by telephone and email to all reasonable inquiries regarding eligible LIHWAP clients and client accounts including but not limited to bills, payments, and services.
- Provide water services to each eligible and approved household for which payment is provided under LIHWAP.
- Extend the potential LIHWAP application for water services for up to ten calendar days while the Agency determines whether the potential LIHWAP applicant is eligible pursuant to the LIHWAP.
- Upon accepting payment from Agency for the eligible LIHWAP client, continue or restore water services to eligible LIHWAP with no increases in charges, service charges, or other charges or fees affecting the total cost of the bill, except for increases approved by the Water Provider's governing body applicable to all Water Provider's customers.
- In the event the Agency requires the eligible LIHWAP client to pay a portion of the bill prior to having a pledge made on their account on or before the disconnect date, nothing in this agreement requires the Vendor to delay a disconnect if the eligible LIHWAP client has not paid their required portion.
- Invoice the eligible LIHWAP client in accordance with Vendor's normal billing practices.

- Upon verbal or written request from Agency, provide at no cost to the Agency the eligible LIHWAP client and usage history for previous twelve (12) months, or available history plus monthly estimates if less than twelve (12) months of billing history and usage is available. Vendor will transmit such billing history via electronic mail or facsimile as soon as possible, but no later than forty-eight hours following the request.
- Work with Agency and eligible LIHWAP client to explore the feasibility of offering flexible payment arrangements that may include, without limitation, waiving security deposits, reconnect fees, application fees, and all other fees whenever possible.
- Not discriminate against eligible LIHWAP client in price or services, including the availability of deferred payment plans, level or average payment plans, discount, budget, advance payment or other credit plans.
- Not refuse to provide water service or otherwise discriminate in the marketing and provision of water service to any eligible LIHWAP client because of race, creed, color, national origin, ancestry, sex, marital status, age, lawful source of income, level of income, disability, financial status, location of client in an economically distressed geographic area, or qualification for low-income or water-efficiency services.
- Allow Agency thirty (30) days from the date of pledge for assistance payment to forward payment to the Vendor. Vendor agrees not to consider the portion of the eligible LIHWAP client's account to be paid by the Agency delinquent if said payment is received within the above mentioned thirty (30) day period, and Vendor is provided with a verbal or signed pledge from the Agency within thirty (30) days of identifying an eligible LIHWAP client.
- Not interrupt service if eligible LIHWAP client is eligible under other state agency regulations (as applicable), and enters into an agreement with the Vendor concerning how the eligible LIHWAP client will pay the balance owed Vendor and the eligible LIHWAP client is meeting the obligation under such agreement.
- If the Agency has paid for an initial deposit or similar refundable instrument, upon the termination of service to the eligible LIHWAP client, the Vendor shall return funds including interest (after any balance owed) to the Agency in accordance with 10 Texas Administrative Code §6.312(f) (as applicable).
- Not apply LIHWAP payments to account balances that have previously been written off or paid with other funds.
- Not apply LIHWAP payments to commercial accounts. LIHWAP payments must only be applied to residential accounts.
- Clearly enter, on LIHWAP household bills, the amount of LIHWAP payment(s) received in a manner which identifies the payment as received from LIHWAP or at least the amount paid by LIHWAP shown as credited.
- Continually maintain accurate records of LIHWAP credit balances and annually reconcile accounts. After one year, credit balances must be refunded to the Agency, in compliance with LIHWAP Vendor Refund Policies.
- Not exchange the household's credit authorization for cash or give any cash equivalent for excess credit.
- Cooperate with any Federal, State, or local investigation, audit, or program review. Understand that failure to cooperate with any Federal, State, or local investigation, audit, or program review may result in the immediate disqualification from participation in the LIHWAP.

- Vendor's application materials should include language that authorizes the Vendor to release the applicable information as described below to the Agency, Texas Department of Housing and Community Affairs, Texas State Auditor's Office, Office of the Attorney General of Texas, U.S. Department of Health and Human Services, the U.S. Department of Health and Human Services Internal Auditor, or the designee of any of these governmental agencies.
- Data related to a eligible LIHWAP client's Water Services and payments must be provided within a timeframe specified by the Agency at no cost and must be provided in the format requested by the Agency. The data must be provided to the Agency for the purposes of verification, research, evaluation, analysis, and reporting. The eligible LIHWAP client's signed LIHWAP application will authorize the Vendor to release this information to the Agency.

AGENCY RESPONSIBILITIES. The Agency will:

- Accept written referrals for LIHWAP benefits by the Vendor, and evaluate whether the referral is eligible as an eligible LIHWAP client.
- Obtain written permission for Agency to request and have access to eligible LIHWAP client information, including confidential or personal account information, credit and payment history, from eligible LIHWAP client's seeking Agency assistance. Social Security numbers are not required for the LIHWAP program and may not be disclosed to Agency.
- Provide to Vendor, at Vendor's request, eligible LIHWAP client's written permission for Agency's access to eligible LIHWAP client's information as stated above.
- Review invoice(s) submitted by the Vendor. The Agency may request additional documentation and/or clarification of charges as needed. No payment will be made without all required documentation/clarification of charges.
- Not provide payments on behalf of an eligible LIHWAP client to Vendor without having adequate funds to pay such payments.
- Provide payment to the Vendor after receipt of proper invoices, and any additional required documentation or clarification, for services rendered pursuant to this Vendor Agreement, upon full compliance by the Vendor with the terms herein within thirty (30) days.
- Determine if a client is LIHWAP eligible within ten calendar days of contacting Vendor.
- Provide Vendor a list of names, telephone numbers and e-mail addresses of Agency staff designated to make payments on behalf of the Agency and eligible LIHWAP clients, if requested from Vendor.
- Comply with all relevant state and federal laws and regulations in its implementation of the LIHWAP. Follow all supplemental terms and conditions as set forth by the U.S. Department of Health and Human Services. The Agency shall provide notice of any changes or amendments to policies or guidelines for the LIHWAP.

ASSIGNMENT. Agency's obligations under this Vendor Agreement are contingent upon the receipt and availability of funding by TDHCA under a contract for Water Services by and between Agency and TDHCA. If funding for Water Services under said contract is not available to make payments to Vendor under this Vendor Agreement, Agency or TDHCA will notify Vendor in writing within a reasonable time after such fact is determined. Agency shall then assign its responsibilities under this Vendor Agreement to TDHCA by executing an assignment on a form approved by TDHCA. If an assignment under this provision is required, the Parties hereby agree to execute any and all instruments in order to facilitate the assignment of the Agency's responsibilities to TDHCA under this Vendor Agreement.

CONFIDENTIALITY. The terms of any confidential transaction under this Vendor Agreement or any other information exchanged by the Agency and Vendor relating to any transaction shall not be disclosed to any person not employed or retained by the Agency or Vendor, their affiliates, or brokers, except to the extent disclosure is 1) required by law; 2) necessary to disclose to the other Party in connection with a dispute between the Parties; 3) otherwise permitted by written consent of the other Party; 4) required by guarantors to be disclosed; 5) information which must be disclosed to a third party to transmit water; 6) to meet reliability council, regulatory, administrative, judicial, governmental, or regulated commodity exchange requirements where necessary; or 7) information which was or is hereafter in the public domain (except by breach of this Vendor Agreement).

Executed to be effective on _____.

VENDOR:

Authorized Vendor Signature

Date

Randy Perez

City Manager

Typed Name of Authorized Signature

Title

(956) 580-8662

Vendor Telephone Number

rperez@missiontexas.us

Vendor Email Address

jenriquez@missiontexas.us

*Pledge Email

AGENCY: Hidalgo County Community Service Agency

Authorized Agency Signature

Date

Jaime R. Longoria

Executive Director

Typed Name of Authorized Signature

Title

(956) 383-6240

Agency Telephone Number

jaime.longoria@co.hidalgo.tx.us

Agency Email Address



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023
PRESENTED BY: Angie Vela, Finance Director
AGENDA ITEM: Authorization to surplus machinery and equipment - Vela

NATURE OF REQUEST:

The City of Mission attached list contains items staff has determined is no longer of use to the city. All surplus items will be sold at online auction and those items with no resale value will be disposed. Finance Department is requesting authorization to surplus attached list of machinery and equipment.

BUGETED: N/A **FUND:** _____ **ACCT. #:** _____

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: None

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *RP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

INVENTORY TO SURPLUS FY 2022-2023

Machinery/Equipment	Identifier	Asset Tag No.	Department
Cubicle	N/A	N/A	PD
Sea Life Play Cube	N/A	008498	Library
HP Printer 1200C	N/A	3045	Risk Management
Toner for HP Printer 1200C	N/A	N/A	Risk Management
IBM TYPEWRITER	N/A	972	PD
RS10A Output	N/A	998	PD
HP COMPAQ	N/A	8464	PD
HP Compaq	N/A	8465	PD
WATCHGUARD XTM	N/A	11271	PD
WATCHGUARD XTM	N/A	11272	PD
OPTIPLEX380	N/A	9083	PD
HP SWITCH	N/A	15650	PD
WATCHGUARD4RE	N/A	16611	PD
TOUGHBOOK	N/A	10652	PD
TOUGHBOOK	N/A	10656	PD
TOUGHBOOK	N/A	10659	PD
TOUGHBOOK	N/A	10660	PD
TOUGHBOOK	N/A	10661	PD
TOUGHBOOK	N/A	10662	PD
TOUGHBOOK	N/A	10664	PD
TOUGHBOOK	3BTYA24619	15216	PD
TOUGHBOOK	ILTYA36866	15217	PD
TOUGHBOOK	3BTYA24625	15218	PD
TOUGHBOOK	3BTYA24554	15219	PD
TOUGHBOOK	OIKYA22394	15220	PD
TOUGHBOOK	OIKYA22402	15221	PD
TOUGHBOOK	7FKYA37699	15223	PD
TOUGHBOOK	7LKYB93404	15224	PD
TOUGHBOOK	8CKKA43042	15448	PD
TOUGHBOOK	3BTYA24737	N/A	PD
TOUGHBOOK	1AKSA07643	N/A	PD
TOUGHBOOK	CKSA04489	N/A	PD
TOUGHBOOK	1KYB81908	N/A	PD
TOUGHBOOK	9BKSA09385	N/A	PD
TOUGHBOOK	9KKKC90606	N/A	PD
TOUGHBOOK	8LKSA05139	N/A	PD
TOUGHBOOK	9KKKC90606	N/A	PD
TOUGHBOOK	OIKYA22425	N/A	PD
TOUGHBOOK	OIKYA22283	N/A	PD
TOUGHBOOK	3BTYA24708	N/A	PD
TOUGHBOOK	OIKYA22340	N/A	PD
TOUGHBOOK	OIKYA22267	N/A	PD
TOUGHBOOK	3BTYA24600	N/A	PD
TOUGHBOOK	9LKKC93147	N/A	PD
TOUGHBOOK	OIKYA2252	N/A	PD
TOUGHBOOK	4ATYA82824	N/A	PD
TOUGHBOOK	9LKKC93177	N/A	PD
TOUGHBOOK	9LKKC93158	N/A	PD
TOUGHBOOK	9LKKC93190	N/A	PD
TOUGHBOOK	1IKYB81874	N/A	PD
TOUGHBOOK	OIKYA22314	N/A	PD
TOUGHBOOK	9LKKC93181	N/A	PD
TOUGHBOOK	1LTYA36866	N/A	PD
TOUGHBOOK	OIKYB94144	N/A	PD
TOUGHBOOK	OIKYA22222	N/A	PD
TOUGHBOOK	OIKYA26688	N/A	PD
TOUGHBOOK	9LKKC93483	N/A	PD

INVENTORY TO SURPLUS FY 2022-2023

Machinery/Equipment	Identifier	Asset Tag No.	Department
TOUGHBOOK	9LKKC93182	N/A	PD
TOUGHBOOK	9KKKC90586	N/A	PD
TOUGHBOOK	2BTYA46513	N/A	PD
TOUGHBOOK	2ATYA41755	N/A	PD
TOUGHBOOK	OIKYA22420	N/A	PD
TOUGHBOOK	OIKYA22427	N/A	PD
TOUGHBOOK	3BTYA24559	N/A	PD
TOUGHBOOK	OIKYA22293	N/A	PD
TOUGHBOOK	2FKSB02044	N/A	PD
TOUGHBOOK	OIKYA22233	N/A	PD
TOUGHBOOK	1IKYB81912	N/A	PD
TOUGHBOOK	9LKKC93101	N/A	PD
TOUGHBOOK	9LKKC93198	N/A	PD
TOUGHBOOK	OIKYA22240	N/A	PD
TOUGHBOOK	1AKSA08039	N/A	PD
TOUGHBOOK	9BKSA09411	N/A	PD
TOUGHBOOK	1AKSA08044	N/A	PD
TOUGHBOOK	OIKYA22417	N/A	PD
TOUGHBOOK	1LKYB81731	N/A	PD
TOUGHBOOK	3BTYA24667	N/A	PD
TOUGHBOOK	OIKYA22412	N/A	PD
TOUGHBOOK	OIKYA22239	N/A	PD
TOUGHBOOK	8CKSA04484	N/A	PD
TOUGHBOOK	1IKYB81903	N/A	PD
TOUGHBOOK	2ATYA41853	N/A	PD
TOUGHBOOK	8CKSA4463	N/A	PD
OMG2000 SERIES	HI50515B0540	N/A	PD
OMG2000 SERIES	HI50515B0541	N/A	PD
OMG2000 SERIES	HI50515B0542	N/A	PD
OMG2000 SERIES	HI50515B0543	N/A	PD
OMG2000 SERIES	HI50515B0544	N/A	PD
OMG2000 SERIES	HI50515B0545	N/A	PD
OMG2000 SERIES	HI50515B0547	N/A	PD
OMG2000 SERIES	HI50515B0549	N/A	PD
OMG2000 SERIES	HI50515B0550	N/A	PD
OMG2000 SERIES	HI50515B0551	N/A	PD
OMG2000 SERIES	HI50515B0552	N/A	PD
OMG2000 SERIES	HI50515B0555	N/A	PD
OMG2000 SERIES	HI50515B0556	N/A	PD
OMG2000 SERIES	HI50515B0557	N/A	PD
OMG2000 SERIES	HI50515B0558	N/A	PD
OMG2000 SERIES	HI50515B0560	N/A	PD
OMG2000 SERIES	HI50515B0561	N/A	PD
OMG2000 SERIES	HI50515B0562	N/A	PD
OMG2000 SERIES	HI50515B0563	N/A	PD
OMG2000 SERIES	HI50515B0565	N/A	PD
OMG2000 SERIES	HI50515B0566	N/A	PD
OMG2000 SERIES	HI50515B0567	N/A	PD
OMG2000 SERIES	HI50515B0568	N/A	PD
OMG2000 SERIES	HI50515B0569	N/A	PD
OMG2000 SERIES	HI50515B0571	N/A	PD
OMG2000 SERIES	HI50515B0572	N/A	PD
OMG2000 SERIES	HI50515B0575	N/A	PD
OMG2000 SERIES	HI50515B0576	N/A	PD
OMG2000 SERIES	HI50515B0581	N/A	PD
OMG2000 SERIES	HI50515B0582	N/A	PD
OMG2000 SERIES	HI50515B0583	N/A	PD

INVENTORY TO SURPLUS FY 2022-2023

Machinery/Equipment	Identifier	Asset Tag No.	Department
OMG2000 SERIES	HI50515B0584	N/A	PD
OMG2000 SERIES	HI50515B0585	N/A	PD
OMG2000 SERIES	HI50515B0586	N/A	PD
OMG2000 SERIES	HI50515B0587	N/A	PD
OMG2000 SERIES	HI50515B0589	N/A	PD
OMG2000 SERIES	HI50515B0590	N/A	PD
OMG2000 SERIES	HI50515B0591	N/A	PD
OMG2000 SERIES	HI50515B0592	N/A	PD
OMG2000 SERIES	HI50515B0594	N/A	PD
OMG2000 SERIES	HI50515B0596	N/A	PD
OMG2000 SERIES	HI50515B0598	N/A	PD
HP COMPAQ ELITE	2UA3361FGH	N/A	PD
L3 COM. M40	FBE300450	N/A	PD
HP TOWER G5	MXL9423B6	N/A	PD
DVD SRD 4700	C8SS6V2D90000NY	16058	PD
HP COLOR LASERJET	CNAC82TIWD	N/A	PD
HP2615-8 POE SWITCH	CN6BB0202C	N/A	PD
EPSON V700	G2YW032680	N/A	PD
FIREBOX X500	808008903-9A45	N/A	PD
FIREBOX X500	908558682-5C72	N/A	PD
RUGGEDSWITCH 2100	???	N/A	PD
GE STORE SAFE	D404TY-319717	N/A	PD
HP PRO DESKTOP	2UA33816N2	15461	PD
SALIENT SYSTEM SERVER	N/A	16064	PD
SALIENT SYSTEM SERVER	N/A	16066	PD
SALIENT SYSTEM SERVER	N/A	16067	PD
APC UPS	N/A	17060	PD
OPTIPLEX 380	N/A	9082	PD
PELCO LB2000	DC 12104/or ACP-QVK5	N/A	PD
CYBER POWER 1500	CQCCV2001192	15463	PD
PELCO UX PRO	N/A	16518	PD
HP PRO 3500	N/A	9969	PD
HP J9450A	CN0352G090	N/A	PD
SMART STACK SWITCH	ELS100-16TX	N/A	PD
HP PAVILLION	MXK545OQGD	N/A	PD
MOTOROLA BATTERY SY.	WPLN4079BR	N/A	PD
BRAZOS DOCK STATION	3003839	N/A	PD
SAMSUNG DVR	C9SS6V2D90000NY	N/A	PD
RADIO SHACK RADIO	N/A	N/A	PD
IBM SERVER	N/A	15231	PD
HP COMPAQ DX2400	N/A	15214	PD
POWER INPUT (x2)	N/A	N/A	PD
HP PRO ML110	OSBMX714R	15241	PD
POWER STRIP(x3)	N/A	N/A	PD
MICROLINE 390 PRINTER	532137	16061	PD
BROKEN VCR	N/A	N/A	PD
HP PRO 3000	MXLI048WZ	N/A	PD
HP COMPAQ	MXL028IVHQ	15673	PD
HP PRO DESK	2UA33816MS	15452	PD
HP DESKJET 712 C	N/A	N/A	PD
HP DESKJET 460	MY61T3Z133	N/A	PD
MOTOROLA WALKIE TLK	1312001601	N/A	PD
SAMSUNG FLAT SCREEN	06WLHCSK900198J	N/A	PD
GIGABYTE LINK	none	N/A	PD
STALKER DUAL	DC111773	N/A	PD
GENESIS 2 SELECT	G2S-36084	N/A	PD
GENESIS 2 SELECT	G2S-36095	N/A	PD

INVENTORY TO SURPLUS FY 2022-2023

Machinery/Equipment	Identifier	Asset Tag No.	Department
COMMERCIAL PWER STRIP(x2)	none	N/A	PD
RADIO SHACK RECORDER	none	N/A	PD
SEAGATE SV 35 (x4)	none	N/A	PD
HO COMPAQ ELITE	2UA3361FGH	N/A	PD
COOLER MASTER	none	N/A	PD
RCA DVD PLAYER	none	N/A	PD
DIGITAL DATA STORAGE	HUI053382X	N/A	PD
IBM SMARTSTACK	RCI-474922	15641	PD
CHICONY POWER SUPPLY	114604551	N/A	PD
APC UPS	N/A	N/A	PD
AXIS COMM. CONTROLLER	N/A	N/A	PD
PERSONAL COMPUTER 300	N/A	N/A	PD
RW ZEBRA 420 M PRINTER (x18)	N/A	N/A	PD
BLUNDER TONGUE OUTPUT	N/A	N/A	PD
HP DESKJET 450	SG3C531127	N/A	PD
3.5 LCD MONITOR (x3)	N/A	N/A	PD
DELL POWER EDGE R220	2VNIRD2	N/A	PD
HP COMPAQ DX2000	2UA5240GP8	15800	PD
EPSON V700 PHOTO	N/A	N/A	PD
MODEL 5545 MODULATER	N/A	N/A	PD
HP PRO 3000	2UA53401H7	15213	PD
HP COMPAQ PRO	N/A	10271	PD
HP PRO 3000	MXLI0408XD	15462	PD
VOICE LINK PLUS MICROPH. (x20)	N/A	N/A	PD
HP Z210	2UA9100HP3	N/A	PD
SPRINT AIR UNITY 545	D3BB194009AE	N/A	PD
HP LASERJET 1320	CNRC69PC83	N/A	PD
HP LASERJET 1320	CNHC613ICH	N/A	PD
HP LASERJET 1320	CNBj214062	N/A	PD
HP LASERJET 1320	CNLJHO7650	N/A	PD
HP LASERJET 1320	CNLKY65721	N/A	PD
HP LASERJET P3005N	N/A	6278	PD
HP LASERJET CP1525	N/A	8769	PD
HP PRO DESK	2UA3381GN1	15825	PD
HP PAVILLION	MCK5450QGD	N/A	PD
HP COMPAQ	MXM81706Z5	N/A	PD
EPSON WORKFORCE 40	KXY006236	N/A	PD
HP COMPAQ	MXL027IN8H	N/A	PD
HP COMPAQ	MXL028IJOD	N/A	PD
HP COMPAQ	MXL028IHXM	N/A	PD
HP WORKSTATION	2UA51506GG	N/A	PD
IMPRES BATTERY STATION	N/A	15645	PD
IMPRES BATTERY STATION	N/A	15647	PD
BATTERY MAINTENECE SY.	N/A	15646	PD
KRONOS WORK CLOCK	R000081911	15959	PD
DISH SATELLITE RECIEVER	N/A	N/A	PD
DESK PHONE (x58)	N/A	N/A	PD
SURVEILLANCE CAMERA (x15)	N/A	N/A	PD
MONITOR (x73)	N/A	N/A	PD
KEYBOARD (x22)	N/A	N/A	PD
2004 FORD RANGER	1FTYR10U94PA78355	004447	Fleet
2007 Ford F-150	1FTRF12257KD41886	006809	Health Dept.
2004 FORD RANGER	1FTYR1OU34PA78352	004492	Health Dept.
2010 FORD RANGER	1FTKR1AD2APA39297	008175	Meter Reader
2010 FORD RANGER	1FTKR1ED7APA35756	008172	Meter Reader
2005 Chevy Silverado 1500	1GCEK19Z25Z177899	010207	Parks & Rec
2008 CHEVY TAHOE	1GNEC030X8R155470	006816	Parks & Rec

INVENTORY TO SURPLUS FY 2022-2023

Machinery/Equipment	Identifier	Asset Tag No.	Department
2011 Chevy 2500 Silverado	1GC1CVCG5BF190119	009234	Streets
2001 Ford F-750 Dump Truck	3FDPF75581MA44560	002340	Streets
2001 Ford F-750 Dump Truck	3FDPF75511MA44559	002339	Streets
2004 Ford F-250 Super Duty 4x4	1FTNW21LX4EC00403	004458	Water Dist.
2004 Ford F-250 Super Duty 4x4	1FTNW21L14EC00404	004459	Water Dist.
2010 Ford F-150	1FTMF1CWAKA73937	007898	Water Dist.
2013 FORD F150 XL	1FTNF1CF7DKD97131	009810	Water Dist.
Chair	M6NH86	003374	Inform Tech.
Chair	MFNH86	003379	Finance
Chair	MH8NH86	003388	C.D.B.G.
Chair	M8NH86	003390	C.D.B.G.
Chair	MRNH86	003479	Utility Billing
Chair	N/A	002012	Planning
Chair	MQNH86	003396	City Secretary
Chair	MEQHA6	003451	Planning
Black leather chair	8T6ME8	009880	PD
Printer	CNJ1N23	N/A	City Hall
Brother Printer	064180C8N9644783	016402	City Hall
Hole Puncher/Shredder	N/A	N/A	City Hall
Brown Bookshelve	N/A	N/A	City Hall
Disassembled Cubicle 10 dividers/walls - 5 metal frames	N/A	N/A	City Hall
Cubicle Electric Connention - 10 plastic frame edge covers	N/A	N/A	City Hall
Jasper Desk/Table	N/A	N/A	PD
Black Metal Box/Frame	N/A	N/A	PD
Lifesize Express	HK67260728486	N/A	PD
Power Strip	N/A	N/A	PD
Rexel Shred Master	XH04694H	008605	PD
Bage Filing Cabinet	N/A	N/A	PD
HP Computer Monitor	N/A	N/A	PD
TG Computer Monitor	N/A	N/A	PD
3 Desks	N/A	N/A	PD
2 Chairs	N/A	N/A	PD
Work Table	N/A	002936	PD
Work Table	N/A	002933	PD
MICROLINE 390 PRINTER	N/A	N/A	PD
2015 Ford F-250 Super Duty	1FTBF2A63FEB36639	010617	Sanitation
2004 Ford F-250 Super Duty	1FTNF20L54EC05185	004461	Water Treatm.
2004 Ford F-150 FX Truck	1FTPX14554KC55081	008961	PD
2008 Chevy Silverado Truck	2GCEC13C181266538	009939	PD
2007 Chevy Express Van	1GCFG15X871185128	010513	PD
2013 Chevy Tahoe	1GNLC2E02DR256464	009843	PD
2006 Chevy Impala	2G1WT58K769169430	007795	PD
2008 Honda Odyssey Van	5KBRL38258B801706	013135	PD
2012 Volks Wagon Jetta P/C	3VWDP7AJXCM376166	017198	PD
2005 Ford F-150 Truck	1FTRW12W45KD47551	008786	PD
2008 Nissan Quest Van	5N1BV28U38N115411	008820	PD
1994 Great Dane Trailer	1GRAA9620RW083539	006724	PD
2013 Chevy Tahoe	1GNLC2E0XDR252968	009841	PD
2004 Chevy Avalanche	3GNEK12T34G294807	010512	PD
2005 Ford F-150 Truck	1FTRX12W75NB31236	005110	PD
2006 Nissan Pathfinder	5N1AR18W96C632135	016375	PD
2008 Ford Crown Victoria	2FAFP71VX8X135031	006887	PD
2008 Chevy Impala	2G1WB58K889242827	006752	PD
2010 Ford F-150 Truck	1FLEW1CW4AFD20124	008994	PD
2010 Ford F-150 Truck	1FTEW1C87AFB65747	008194	PD
2012 Chevy Tahoe	1GNLC2E05CR283527	008709	PD
2012 Chevy Tahoe	1GNLCE07CR286249	008710	PD

INVENTORY TO SURPLUS FY 2022-2023

Machinery/Equipment	Identifier	Asset Tag No.	Department
2015 Volkswagon Jetta	3VW2K7AJ9FM348160	014727	PD
2015 Chevy Tahoe	1GNLC2EC9FR577799	010845	PD
2017 Chevy Tahoe	1GNLCDEC0HR162871	012130	PD
2009 Dodge Charger	2B3LA73W19H202648	016622	PD



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023

PRESENTED BY: Susana De Luna, Planning Director

AGENDA ITEM: Preliminary Plat Approval: Turtle Cove Subdivision, Being 7.417 acres out of Lot 33-1, West Addition to Sharyland, R-2, Developer: Town and Country McAllen, LLC, Engineer: Trimad Consultants, LLC - De Luna

NATURE OF REQUEST:

On August 9, 2023 the Mission Planning and Zoning Commission held a Public Hearing to consider the Preliminary & Final Plat Approval for Turtle Cove Subdivision. The subject site is located approximately 900' from the intersection of Inspiration Road and W. Mile 3 Road. There was no public opposition during the Planning and Zoning Meeting. The Board unanimously recommended approval

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Staff recommends approval subject to: 1) Payment of Capital Sewer Recovery Fee's and Park Fee's; 2) Provide Water District Exclusion; and 3) Comply with all other format findings.

Departmental Approval: Fire Marshal, Public Works, City Engineer

Advisory Board Recommendation: P&Z Approval

City Manager's Recommendation: Approval *RP*

RECORD OF VOTE:

APPROVED: _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

ITEM# 3.0**PRELIMINARY & FINAL
PLAT APPROVAL:**

Turtle Cove Subdivision
 Being 7.417 acres out of Lot 33-1,
 West Addition to Sharyland
 R-2
 Developer: Town and Country McAllen, LLC
 Engineer: Trimad Consultants, LLC

REVIEW DATA

This property is located approximately 900' from the intersection of Inspiration Rd. and W. Mile 3 Rd. — see vicinity map. The property is currently open with a proposed use of Twenty-five (25) duplex-fourplex lots and one (1) detention pond. — see plat for actual dimensions, square footages, and land uses.

WATER: The water CCN belongs to Sharyland Water Supply. The developer is proposing to connect from an existing 8" water line located along the east side of White Oak Dr. and to extend into the subdivision with a proposed 8" water line to service each lot. They are proposing 5 fire hydrants as via direction of the Fire Marshal's office. – see utility plan

SEWER: Wastewater service will connect into an existing 8" sewer main located on the west side of White Oak Dr. An internal 8" sewer line system will provide sewer service to all the lots. The Capital Sewer Recovery Fee is required at \$670.00/Lot which equates to \$16,750.00 (\$670.00 x 25 lots).

STREETS & STORM DRAINAGE: The proposed internal streets will be 38' Back-to-Back for White Oak Dr. and all other streets will be 32' BB within a 50' Right of Way. Access will be from W. Mile 3 Rd. The proposed drainage for this subdivision will consist of the water flowing into a detention swale through 6' curb cuts and a pvc bleeder line that leads to a proposed drainage manhole that discharges into an existing grate inlet located west of the SW corner of the property. The City Engineer has reviewed and approved the drainage report.

OTHER COMMENTS

- Water District Exclusion
- Escrow Park fees (100 lots x \$500 = \$50,000.00)
- Installation of Street Lighting as per City Standards
- Must Comply with all other format findings

RECOMMENDATION: Staff recommends approval subject to:

1. Payment of Capital Sewer Recovery Fee's and Park Fee's
2. Provide Water District Exclusion
3. Comply with all other format findings.



3

POWER
STATION

LOS EBANOS
ESTATES
3
2
1

33-2

CAVAZOS
40
41
42
43
44
1

BASHAM SUBD. U
20
21
22
23
24
25
2
3

ALEJANDRO
9
8
7
6
5
4

33-1

**SITE
LOCATION**

LOS EBANOS RD.

32-2

PREMIER
1
2
3

LOZANO
ESTATES
1
2

32-1

RENE AVE.
2
3
6
7
10
11
14
15
18

BASHAM SUBD. NO. 2
30
29
28
27
26
25
24
23
22
21
17

MARIA ST.
10
11
12
13
14
15
16
17
18
19
20
21

ALEX CAVAZOS SUBD
1
2
3
4
5
6
7
8
9
10
11

W. 3 ROAD (F.M. 1924)
7
8
9
10
11

W. 42 1/2 St.
56
55
54
53
52
51
50
49

W. 42nd St.
83
82
81
80
79
78
77
76
75
84
85
86
87
88
89
90
91
92

W. 41 1/2 St.
48
47
46
45
44
43
42
41

INSPIRATION RD.

CRISANTEMA ST.
1
2
3
4
5
6
7
8
9
10
11

TAURUS NO. 9
101
100
99
98
97
96
95
94
93
102
103
104
105
106
107
108
109
110

PHASE I
119
118
117
116
115
114
113
112
111
120
121
122
123
124
125
126
127
128

MAGNOLIA ST.
0
31
32
33
34
35
36
37
38
39
40
13
12
11
10
9
8
7
6
5
4
3
2
1

W. 40th St.
21
12
123
0
89
88

PALM

MISS

VELA-ZAMORA SUBD.
LOT 1
LOT 2

WHITEOAK DR.
17
18
19
20
21
22
23
24
25
26
27

MAGNOLIA ST.
62
69
70
77
78
82
79
83
80
84
81
85

COLINAS DEL RIO
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27

AZULEY
54
58
55
63
68
64
67
65
66
73
74

AZALEA ST.
53
52
51

DALEA ST.
53
54
55
56
57
58
59
60
61

W. 40th St.

AZALEA ST.
124
125
126
127
128
129
130
131
132
133

0
89
88

MORENO
1
2
3

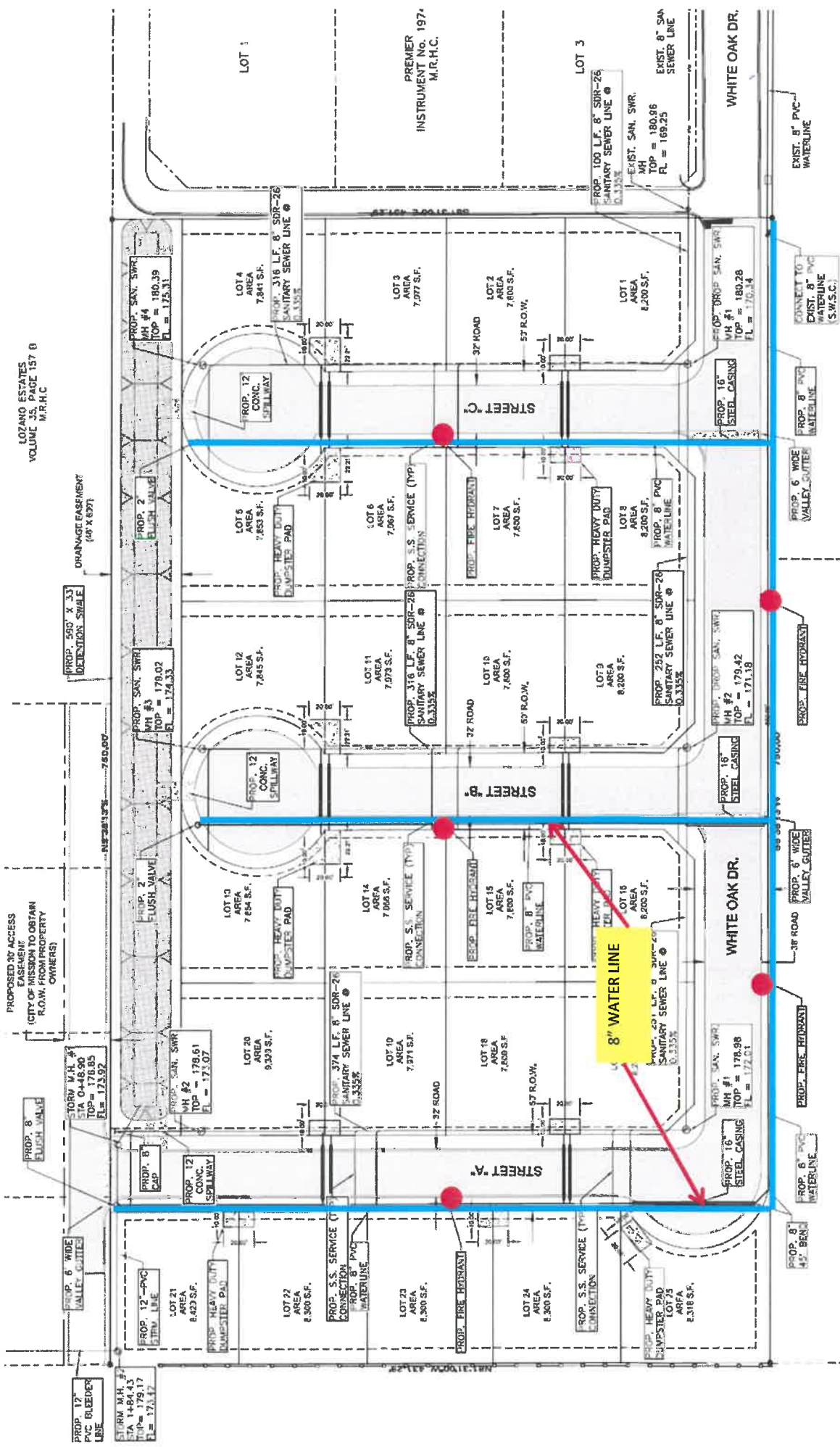


CITY OF MISSION
HIDALGO COUNTY, TEXAS
1201 E. 8th Street
MISSION, TX 78572
PH: (956) 580-8672
FAX: (956) 580-8680

Item 22.

No.

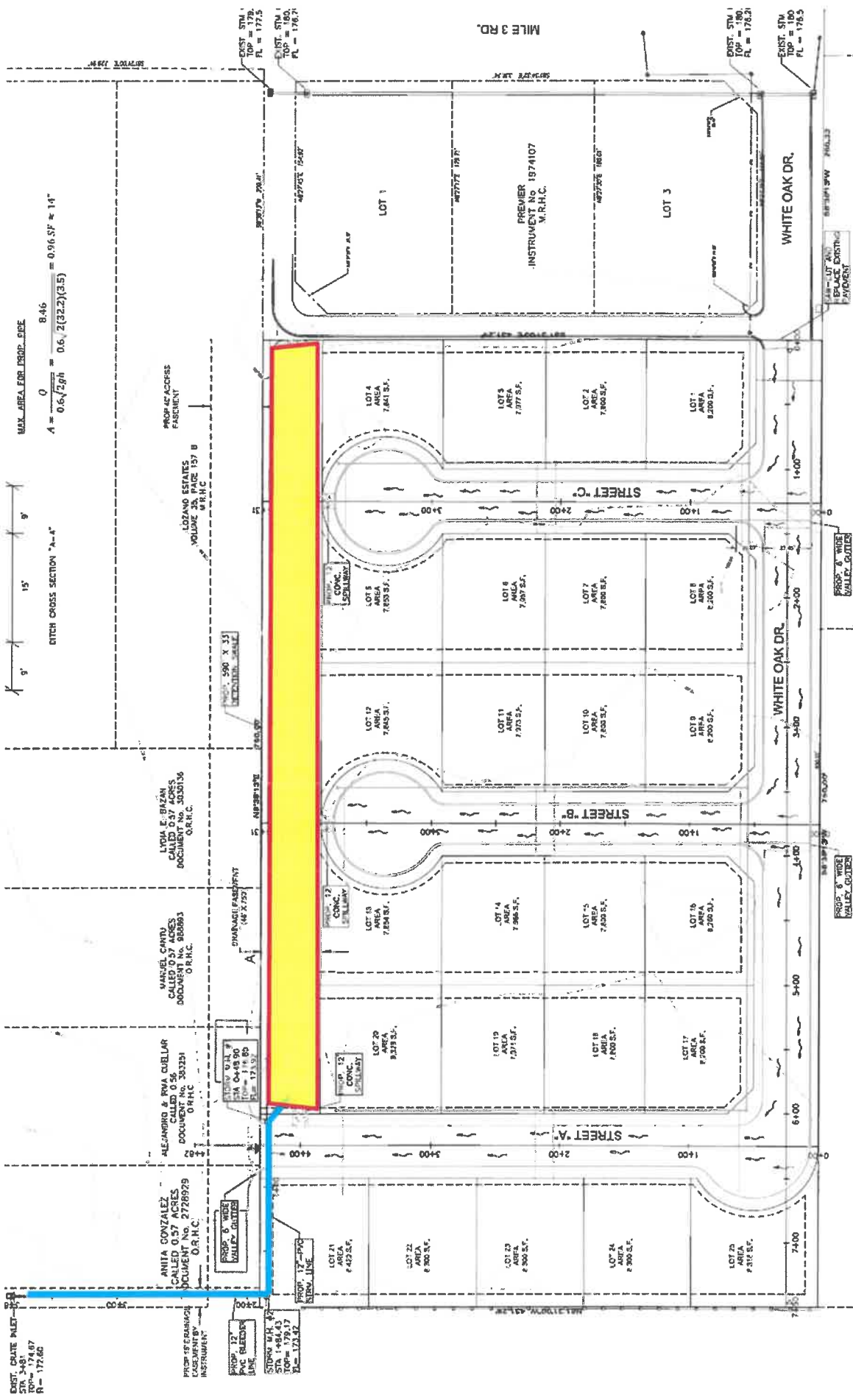




LOZANO ESTATES
VOLUME 35, PAGE 157 0
M.R.H.C.

PREMIER
INSTRUMENT NO. 1974
M.R.H.C.

Item 22.



MAX. AREA FOR PROPOSED EASEMENT

$$A = \frac{0}{0.6\sqrt{2}g} = \frac{8.46}{0.6\sqrt{2}(3.15)} = 0.96.SF \approx 14"$$



EXIST. CURVE MILE-
STA. 3+81
TOP = 174.87
R = 177.60

PROP. 12' PVC
EASEMENT
STATION M.H. 47
STA. 1+86.43
TOP = 171.17
R = 123.82

ANITA GONZALEZ
CALLED 0.57 ACRES
DOCUMENT NO. 2728929
O.R.H.C.

ALEJANDRO & RIVA CUELLAR
CALLED 0.56
DOCUMENT NO. 333291
O.R.H.C.

MANUEL CANTU
CALLED 0.57 ACRES
DOCUMENT NO. 88893
O.R.H.C.

LYDIA E. BAZAN
CALLED 0.57 ACRES
DOCUMENT NO. 303156
O.R.H.C.

LOZANO ESTATES
VOLUME 25, PAGE 157 B
O.R.H.C.

PROP. ACCESS
EASEMENT

PREMIER
INSTRUMENT NO. 1974107
V.R.H.C.

MILE 3 RD.

WHITE OAK DR.

WHITE OAK DR.

WHITE OAK DR.

EXIST. STN. 1
TOP = 180.
R = 178.31

EXIST. STN. 1
TOP = 180.
R = 178.31

EXIST. STN. 1
TOP = 180.
R = 178.31

EXIST. STN. 1
TOP = 180.
R = 178.31



**DRAINAGE REPORT
FOR
KIM MORENO SUBDIVISION**

PROJECT LOCATION

Kim Moreno Subdivision, being 7.426 acres out of Lot 33-1 West Addition to Sharyland Subdivision City of Mission, Texas, according to the map or plat thereof recorded in Volume 1, Page 56 of the Map Records of Hidalgo County, Texas. The project location is located inside the city limits of City of Mission.

FLOOD PLAIN

The subdivision lies within Flood Zone "C" (Areas of minimal flooding). Community Panel Number: 4803340400 C; Map Revised: November 16, 1982. The property is located approximately 900 feet from the intersection of Inspiration Road and W Mile 3 Road Mission, Texas. The property is currently open with a proposed use of twenty-five (25) multi-family lots and one (1) detention pond.

SOIL CONDITIONS

According to the Soil Survey Report prepared for Hidalgo County by the U.S.D.A. Soil Conservation Service, the project site is 6.7% (4) Brennan fine sandy loam, 0 to 3 percent slopes, and 93.3% (25) Hidalgo fine sandy loam, 0 to 1 percent slopes.

Brennan fine sandy loam has the capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr.) and depth to water table: More than 80 inches. The frequency of flooding is none and frequency of ponding is none, with a Hydrologic Soil Group Classification B.

Hidalgo fine sandy loam has the capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr.) and depth to water table: More than 80 inches. The frequency of flooding is none and frequency of ponding is none, with a Hydrologic Soil Group Classification B. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. (See attached Soil Survey)

PRE-DEVELOPED CONDITIONS

Existing total property is a 7.426 acres tract. Currently this tract is undeveloped. Existing drainage pattern for this tract of land sends storm waters from the high point located on the North-West corner of the property to the Southwest corner of said property. The existing runoff from the lots during a 10-year rainfall event is 8.46 cfs per the attached calculations.

POST-DEVELOPED CONDITIONS

The proposed Kim Moreno Subdivision consists of a total 25 multifamily lots that vary from 7,800 to 9,000 sf. Total acreage for Kim Moreno Subdivision is 7.426 acres. Post-developed flow will be conveyed through valley gutters following the existing drainage pattern into a swale that detains approximately 44,399 cf. The proposed drainage for this subdivision will consist of the water flowing into a detention swale through 6-foot curb cuts and a 12-inch PVC bleeder line that leads to a proposed drainage manhole that discharges into an existing grate inlet located (around 200 LF) west of the Southwest corner of the property. The existing grate inlet outfalls into an existing curb inlet on the East side of Inspiration Rd. (See attached Overall Drainage Map). An additional 15-foot drainage easement will be needed along Anita Gonzalez's property. Per Hidalgo County Regulations, the proposed runoff from the lots after development during a 50-year rainfall event is 44.21 cfs per the attached calculations.

<input type="checkbox"/> REJECTED	
<input checked="" type="checkbox"/> APPROVED FOR SUBMITTAL	
<input type="checkbox"/> TO H.C. PLANNING DEPT.	
<input checked="" type="checkbox"/> TO CITY	
<input checked="" type="checkbox"/> DISCHARGE PERMIT REQUIRED	
<input type="checkbox"/> DISTRICT FACILITY	
<input checked="" type="checkbox"/> CITY FACILITY	
<input type="checkbox"/> OTHER _____	
<u>Alexis Lozano</u>	<u>6/29/23</u>
H.C.D.D. NO. 1	DATE



Started: 5:46 p.m.

Ended: 5:46 p.m.

Item #3.0

Preliminary & Final:

Plat Approval

Turtle Cove Subdivision

Being 7.417 acres out of Lot 33-1,

West Addition to Sharyland

R-2

Developer: Town and Country McAllen, LLC

Engineer: Trimad Consultants, LLC

Mr. Ramirez went over the write-up stating the subject site is located approximately 900' from the intersection of Inspiration Rd. and W. Mile 3 Rd. The property is currently open with a proposed use of Twenty-five (25) duplex-fourplex lots and one (1) detention pond. — see plat for actual dimensions, square footages, and land uses.

WATER: The water CCN belongs to Sharyland Water Supply. The developer is proposing to connect from an existing 8" water line located along the east side of White Oak Dr. and to extend into the subdivision with a proposed 8" water line to service each lot. They are proposing 5 fire hydrants as via direction of the Fire Marshal's office. – see utility plan

SEWER: Wastewater service will connect into an existing 8" sewer main located on the west side of White Oak Dr. An internal 8" sewer line system will provide sewer service to all the lots. The Capital Sewer Recovery Fee is required at \$670.00/Lot which equates to \$16,750.00 (\$670.00 x 25 lots).

STREETS & STORM DRAINAGE: The proposed internal streets will be 38' Back-to-Back for White Oak Dr. and all other streets will be 32' BB within a 50' Right of Way. Access will be from W. Mile 3 Rd. The proposed drainage for this subdivision will consist of the water flowing into a detention swale through 6' curb cuts and a pvc bleeder line that leads to a proposed drainage manhole that discharges into an existing grate inlet located west of the SW corner of the property. The City Engineer has reviewed and approved the drainage report.

OTHER COMMENTS

- Water District Exclusion
- Escrow Park fees (100 lots x \$500 = \$50,000.00)
- Installation of Street Lighting as per City Standards
- Must Comply with all other format findings

RECOMMENDATION: Staff recommends approval subject to:

1. Payment of Capital Sewer Recovery Fee's and Park Fee's
2. Provide Water District Exclusion
3. Comply with all other format findings.

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

There was none

There being no discussion, Chairwoman Izaguirre entertained a motion. Mr. Villarreal moved to the approve the Site Plan. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.

ITEM # 4.0**PRELIMINARY & FINAL
PLAT APPROVAL:**

Palmettos Cove Subdivision
 2.122 acres of land, being a part or portion of
 Lot 22-1, West Addition to Sharyland
 R-4
 Developer: Aaron Balli Jr.
 Engineer: R.O. Engineering, PLLC

REVIEW DATA**PLAT DATA**

This subdivision is located approximately 360' east of Inspiration Rd. north of Barnes St. — see **vicinity map**. The developer is proposing 1 lot with (31) thirty-one open spaces for RV Park development with (2) two spaces to be designated for storm water detention purposes — see plat for actual dimensions, square footages, and land uses. The owner/developer is requesting variances from city codes for consideration as follows:

Variance 1:

Request variance from the R-4 Zoning Code allowing the operation of a mobile home or recreational vehicle park within the limits of the City and be exempt from the required license to operate specific park.

Variance 2:

Request variance from R-4 Zoning Code whereas the minimum size of a tract for development into a mobile home subdivision shall be 5 acres, thus allowing for a 2.122-acre mobile home/rv park.

Variance 3:

Request variance from R-4 Zoning Code to accept lots/spaces less than the minimum square feet and width allowed for M/H sites. Code requires a min. of 5,000 sq.ft. / 50' width on inner lots and 6,000 sqft / 60' width for corner lots. The lots within this development will average 1,600 sq.ft. with widths of 32'.

Variance 4:

Request variance from Code of ordinance Chapter 54 'Manufactured Homes, Mobile Homes, Recreational Vehicles & Parks' requiring a Recreation Area to be a min. 5% of the gross area. This development will not include a recreation area as specified.

Variance 5:

Request variance from Sec. 98-134 'Streets' to allow the design and proposed construction of a 28' ROW whereas the code requires streets within a subdivision to be at least 50'.

WATER

The site is protected by the existing 8" water line complete with a fire hydrant running to and thru the property which is looped for compliance. A 2" house meter will be installed to service the development.
 – see utility plan

SEWER

Sanitary sewer will be available by an existing 8" private service tied to an existing 8" sewer system located on the east side of this development. The Capital Sewer Recovery Fee will be required at \$75.00 / space which equates to \$2,325.00 (\$75.00 x 31 spaces).

STREETS & STORM DRAINAGE

The proposed internal street will be a 24' Back-to-Back private drive with access from Barnes Street. The proposed drainage for this subdivision shall consist of surface runoff from the space into the street and collected by Type "A" inlets. Pipe sizes range from 18" to 24" which will carry storm water into 2 detention ponds located at the entrance of this development and ultimately released into the City's system located along the east right-of-way of Inspiration Rd. The City Engineer has reviewed and approved the drainage report.

OTHER COMMENTS

Water District Exclusion

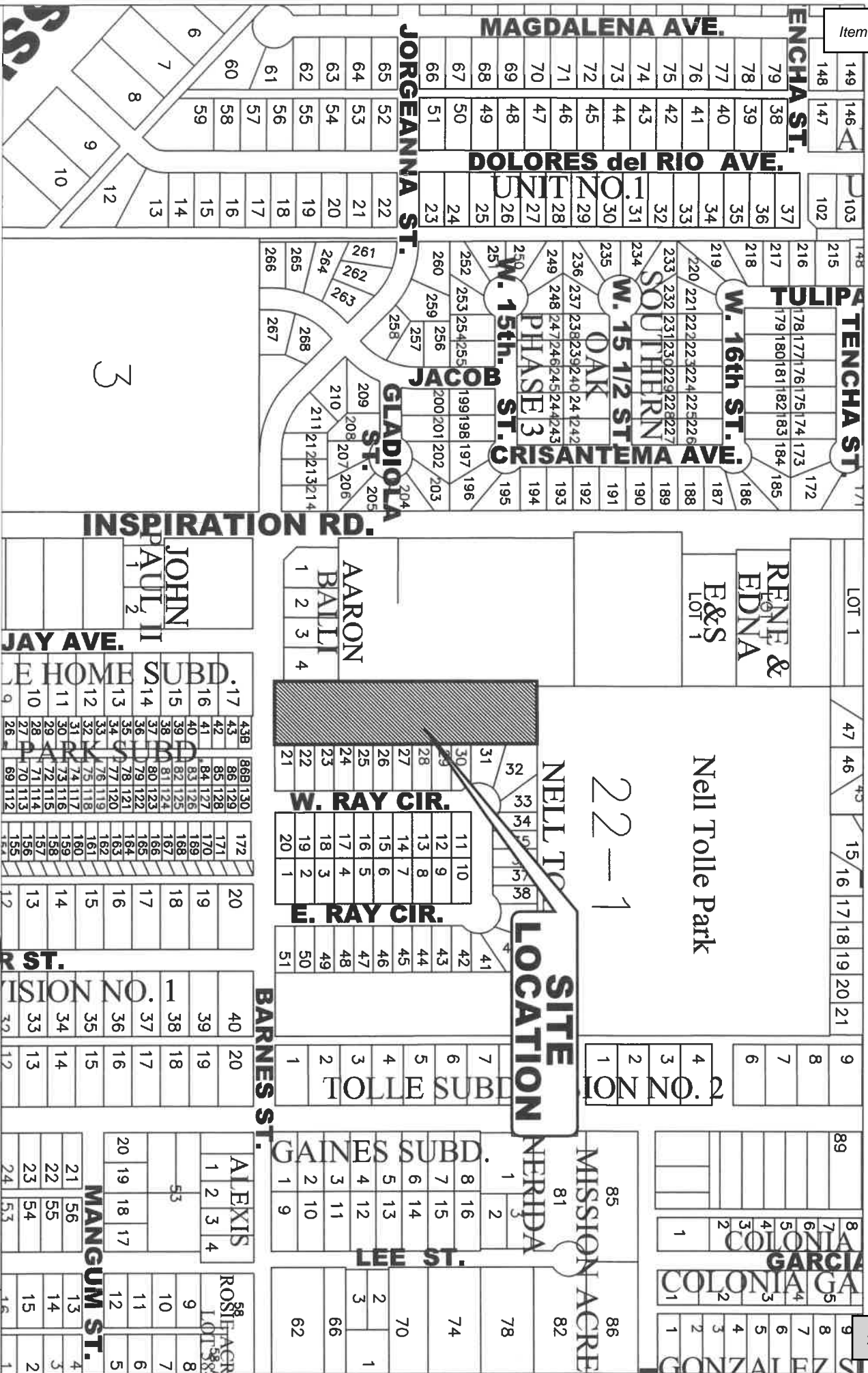
Escrow Park fees (31 spaces x \$500 = \$15,500.00)

Installation of Street Lighting as per City Standards

Must Comply with all other format findings.

RECOMMENDATION

Staff recommends denial due to the non-conformity of the City's general plan as stipulated within the code of ordinances and lack of applicable subdivision requirements.



SITE LOCATION

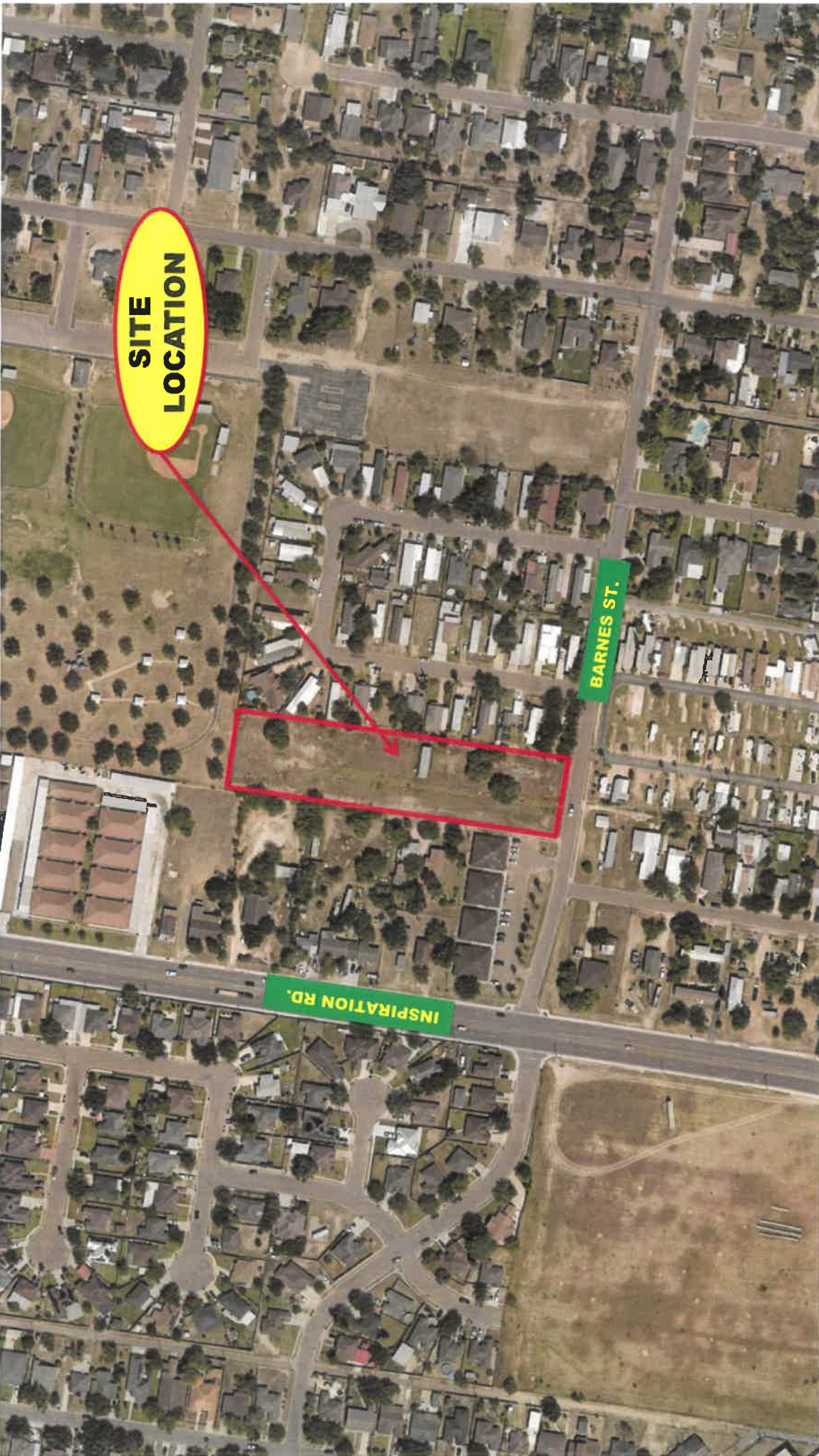
Nell Tolle Park

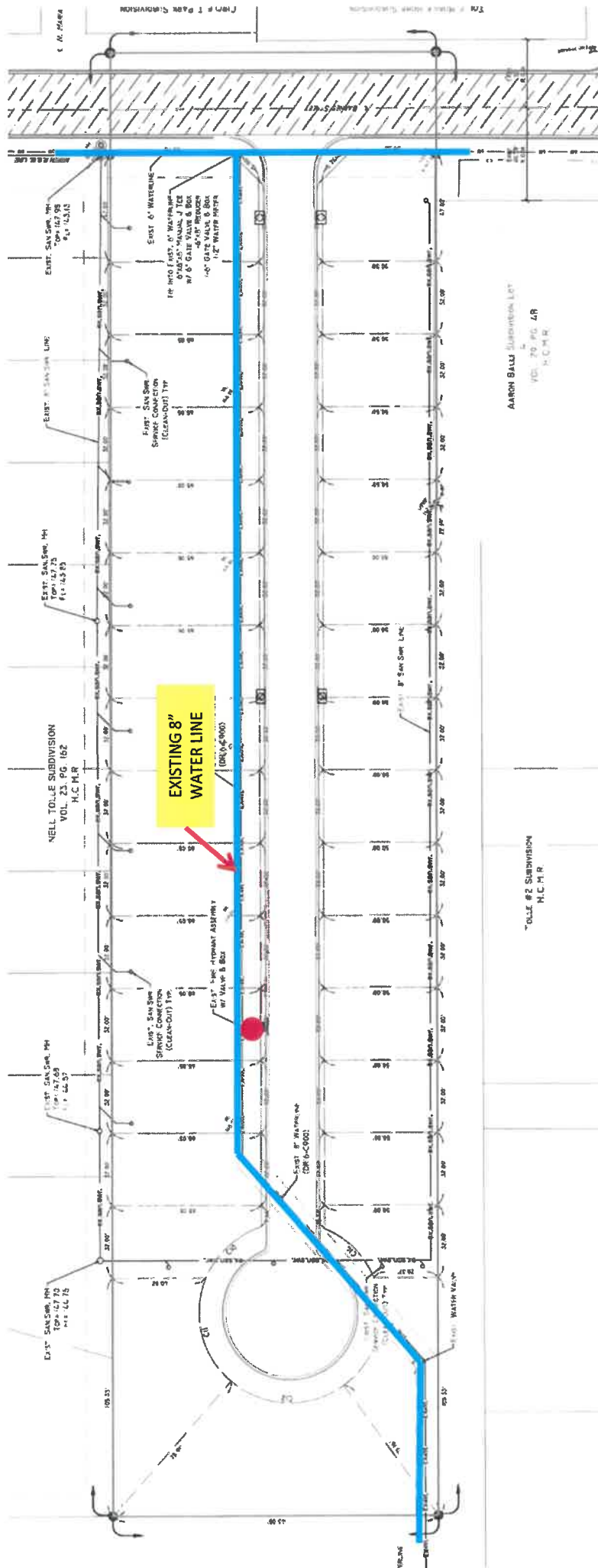
22-1

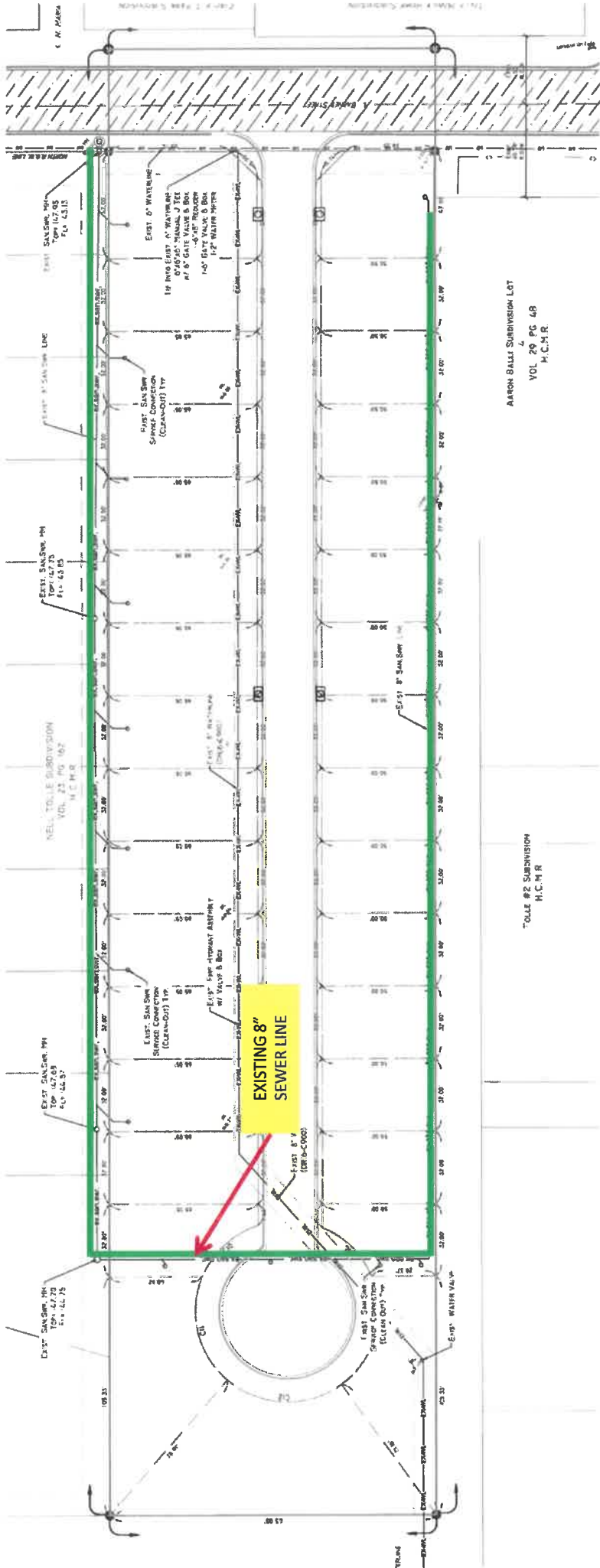


CITY OF MISSION

HIDALGO COUNTY, TEXAS
1201 E. 8th Street
MISSION, TX 78572
PH: (956) 380-8672
FAX: (956) 580-8680

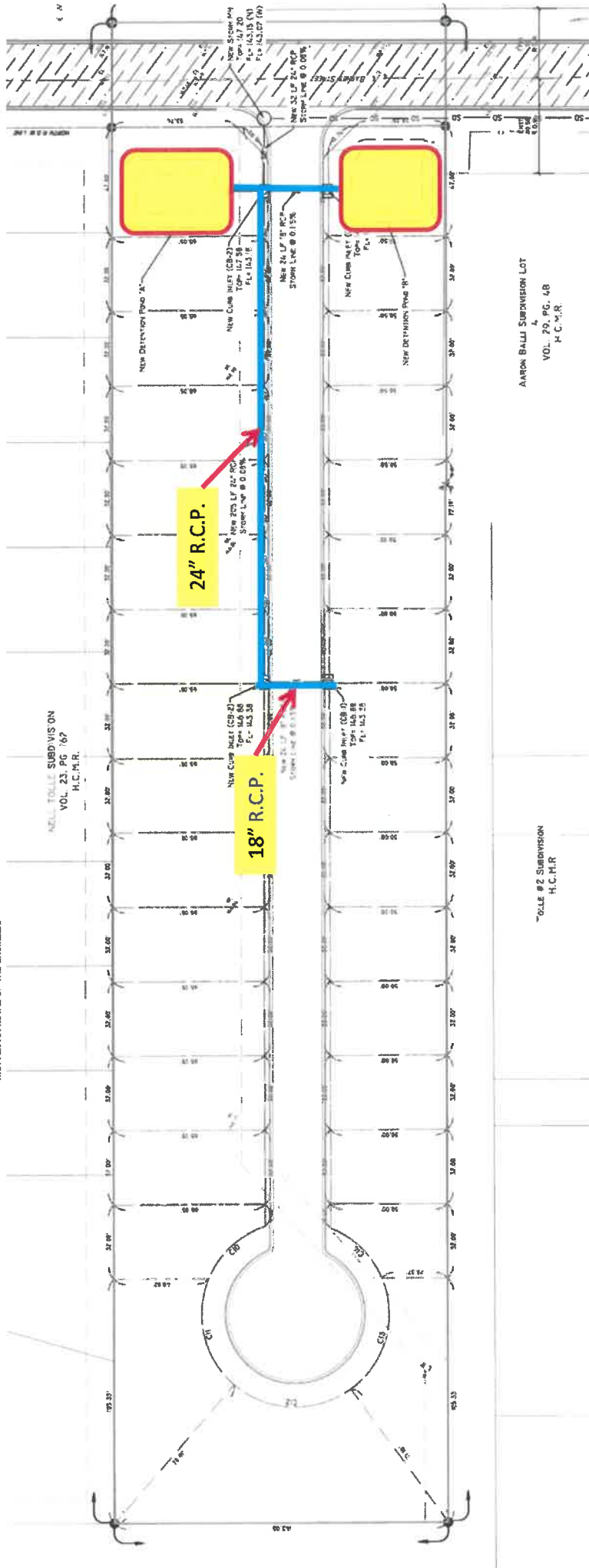






AARON BALLS SUBDIVISION LOT 4
VOL. 29 PG. 48
H.C.H.R.

TOLLE #2 SUBDIVISION
H.C.H.R.



DRAINAGE STATEMENT
For
Subdivision Plat of Palmettos Cove Subdivision
Mission, Texas

Palmettos Cove Subdivision is located within the Mission City Limits, approximately 360 feet east of the Inspiration Road / Barnes Street intersection, and is described as follows: A 2.12 acres of land, being a part or portion of Lot 22-1, West Addition to Sharyland Subdivision, Hidalgo County, Texas, according to the Map or Plat thereof recorded in Volume 1, Page 56, Map Records of Hidalgo County, Texas.

Flood Zone Designation:

By graphical plotting, this property falls in Flood Zone "X" (unshaded), which is described as areas determined to be outside a 500-year floodplain, according to FEMA's Floor Insurance Rate Map Community Panel No. 480345 0005 C, revised November 20, 1991.

Existing Soils:

Per the USDA Soil Survey of Hidalgo County, the soils in this area consist predominantly of (25) Hidalgo-Urban land complexes, which are Hydrologic Group "B." These soils are moderately pervious and have a relatively low plasticity index. (See excerpts from "Soil Survey of Hidalgo County, Texas").

Existing Conditions:

The land comprising the Palmettos Cove Subdivision is currently vacant. The site's topography reveals the subdivision site has an average existing grade of approximately (0 - 1%) towards the east, with an estimated pre-developed runoff of 1.30 cubic feet per second.

Future Conditions:

Expected future use for this subdivision will consist of 33 Open Spaces for RV Park. Drainage calculations for a pre-development 10-year frequency storm versus a post-development 50-year frequency storm using the modified rational formula reveal a total maximum volume of additional runoff of 7,462 cubic feet (0.17 acre-feet) and a future Q of 6.10 cubic feet per second. The proposed drainage for this subdivision shall consist of surface runoff from the lots into the proposed street and collected by Type "A" inlets located at critical points within the subdivision. The pipe size diameters shall range from 18" to 24". The proposed storm system shall be extended along Barnes Street and connected/released unto the City's drainage system located along the east right-of-way of Inspiration Road, which outfalls into the Mission Lateral, with a final outfall into the Laguna Madre. Tables and calculations are attached.



<input type="checkbox"/> REJECTED	
<input checked="" type="checkbox"/> APPROVED FOR SUBMITTAL	
<input type="checkbox"/> TO H.C. PLANNING DEPT.	
<input checked="" type="checkbox"/> TO CITY	
<input checked="" type="checkbox"/> DISCHARGE PERMIT REQUIRED	
<input type="checkbox"/> DISTRICT FACILITY	
<input checked="" type="checkbox"/> CITY FACILITY	
<input type="checkbox"/> OTHER _____	
<i>Alexis Lozano</i>	<i>7/18/23</i>
H.C.D.D. NO. 1	DATE

Started: 5:46 p.m.

Ended: 5:46 p.m.

Item #4.0

Preliminary & Final:

Plat Approval

Palmettos Cove Subdivision

2.122 acres of land, being a

Part or portion of Lot 22-1

West Addition to Sharyland

R-4

Developer: Aaron Balli Jr.

Engineer: R.O. Engineering, PLLC

Mr. Ramirez went over the write-up stating the subject site is located approximately 360' east of Inspiration Rd. north of Barnes St. The developer is proposing (31) Thirty-One Open Spaces for RV Park development with (2) Two lots to be designated for storm water detention purposes — see plat for actual dimensions, square footages, and land uses.

WATER: The site will be supplied by the existing 8" water line running to and thru the property which is looped for compliance and a fire hydrant complete with its assemblies. A 2" house meter will be installed to service each unit. – see utility plan

SEWER: Sanitary sewer will be available by an existing 8" private service tied to an existing 8" sewer system located on the east side of this development. The Capital Sewer Recovery Fee will be required at \$75.00/Lot which equates to \$2,325.00 (\$75.00 x 31 Lots).

STREETS & STORM DRAINAGE: The proposed internal street will be a 24' Back-to-Back private drive with access from Barnes Street. The proposed drainage for this subdivision shall consist of surface runoff from the lots into the street and collected by Type "A" inlets. Pipe sizes range from 18" to 24" which will carry storm water into 2 detention ponds located at the entrance of this development and ultimately released into the City's system located along the east right-of-way of Inspiration Rd. The City Engineer has reviewed and approved the drainage report.

OTHER COMMENTS

- Water District Exclusion
- Escrow Park fees (31 lots x \$500 = \$15,500.00)
- Installation of Street Lighting as per City Standards
- Must Comply with all other format findings.

RECOMMENDATION: Staff recommends approval subject to:

1. Payment of Capital Sewer Recovery Fee's and Park Fee's
2. Provide Water District Exclusion
3. Comply with all other format findings.

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

Mr. Aaron Balli was present. He mentioned some history of the property he was proposing to develop. He stated that that this property was the last property that was zoned for mobile homes. He added that he looked at the option of doing several lots but it wouldn't be cost efficient. He mentioned that he was asking for several variances and would make the park look nice.

Mr. J.D. Villarreal asked if there were any provisions for grandfathered property?

Chairwoman Izaguirre stated that was a legal question.

City Attorney stated that if the R-5 zone still existed and he didn't comply with the R-5 and asked for variances. He stated that what the applicant was really doing was changing the zone to an R-4.

Ms. De Luna stated then all he had to do was replat the property.

Chairwoman Izaguirre stated as a one lot subdivision.

Ms. De Luna stated "yes" R-5 allowed spaces. She added that the R-5 zone didn't exist.

Chairwoman Izaguirre stated that in order to meet the R-4 requirement all he needs to do is meet the lot distribution.

Ms. De Luna stated that it had to be lots and not spaces. She mentioned that the lots cannot be rented.

Chairwoman Izaguirre asked if the developer had an approved drainage report.

Mr. Balli stated "yes"

Discussion amongst the board members.

Ms. De Luna stated that minimum sq. ft. of a lot is; 5000 sq. ft for internal lots; 6000 sq. ft for corner lots.

There being no further discussion, Chairwoman Izaguirre entertained a motion. Mr. Villarreal moved to the approve the subdivision as presented. Mr. Alaniz seconded the motion. Upon a vote, the motion passed unanimously.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023

PRESENTED BY: Susana De Luna, Planning Director

AGENDA ITEM: Approval of Resolution # ____ establishing a six (6) month moratorium on the issuance of any new (or renewed) building permits, business licenses, food permits, conditional use permits and certificates of occupancy for the construction or operation of businesses designed to operate game halls, including among other uses "eight-liners" and/or similar types gaming devices; poker clubs; BYOB establishments; and/or social clubs and other similar operations. - De Luna

NATURE OF REQUEST:

On August 23, 2023 the Planning and Zoning Commission held a Public Hearing to consider allowing a 6-month Moratorium on Approval of Social Clubs, Poker Clubs, BYOB Establishments, and other similar operations. The board unanimously recommended approval.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Approval of Ordinance.

Departmental Approval: N/A

Advisory Board Recommendation: P&Z Approval

City Manager's Recommendation: Approval *RP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF MISSION, TEXAS AUTHORIZING A SIX (6) MONTH MORATORIUM ON THE ISSUANCE OF NEW (OR RENEWED) BUILDING PERMITS, BUSINESS LICENSES, FOOD PERMITS, CONDITIONAL USE PERMITS AND CERTIFICATES OF OCCUPANCY TO BE USED FOR THE CONSTRUCTION OR OPERATION OF BUSINESSES DESIGNED TO OPERATE GAME HALLS, INCLUDING AMONG OTHER USES "EIGHT-LINERS" AND/OR SIMILAR TYPES GAMING DEVICES; POKER CLUBS; BYOB ESTABLISHMENTS; AND/OR SOCIAL CLUBS AND OTHER SIMILAR OPERATIONS WITHIN THE CITY LIMITS OF MISSION, TEXAS.

WHEREAS, the City of Mission, Texas, continues to experience significant economic growth, including many diverse types of businesses and commercial operations; and

WHEREAS, part of such growth has included proposals for game halls, including among other uses "eight-liners" and/or similar types gaming devices; poker clubs; BYOB establishments; and/or social clubs and other similar operations; and

WHEREAS, this increased activity has presented the City's Planning and Zoning Department, as well as law enforcement and code officers, with certain unique safety and planning concerns that result from these types of businesses; and

WHEREAS, some of these issues include such safety concerns related to electrical wiring, fire hazard concerns, parking and spacing requirements, traffic flow and the increased requirement for security details, patrols and other law enforcement resources; and

WHEREAS, the City of Mission, Texas, has the obligation to insure orderly, organized, city-wide, planning and development; and

WHEREAS, as prescribed by the Texas Constitution and the Mission City Charter, the City of Mission has the authority, and corresponding duty, to ensure consistent community growth and economic development balanced with public safety; and

WHEREAS, it is now necessary for the future development and governmental planning of the City of Mission to place a moratorium on the issuance of any new (or renewed) building permits, business licenses, food permits, conditional use permits and certificates of occupancy the construction or operation of businesses designed to operate game halls, including among other uses "eight-liners" and/or similar types gaming devices; poker clubs; BYOB establishments; and/or social clubs and other similar operations; and

WHEREAS, the City of Mission, Texas does hereby recognize and pass this resolution in support of a moratorium on the issuance of any new (or renewed) building permits, business licenses, food permits, conditional use permits and certificates of occupancy the construction or operation of businesses designed to operate game halls, including among other uses "eight-liners" and/or similar types gaming devices; poker clubs; BYOB establishments; and/or social clubs and other similar operations; and

WHEREAS, the City Council of the City of Mission, acting pursuant to the powers given it by the City Charter and the Constitution of the State of Texas, hereby resolves to cease and desist the current practice that provides for the issuance of any new (or renewed) building permits, business licenses, food permits, conditional use permits and certificates of occupancy for the construction or operation of businesses designed to operate game halls, including among other uses "eight-liners" and/or similar types gaming devices; poker clubs; BYOB establishments; and/or social clubs and other similar operations;

NOW, THEREFORE, UPON THE PASSAGE OF THIS RESOLUTION, IT IS RESOLVED that the City of Mission, Texas, hereby places a six (6) month moratorium on the issuance of any new (or renewed) building permits, business licenses, food permits, conditional use permits and certificates of occupancy for the construction or operation of businesses designed to operate game halls, including among other uses "eight-liners" and/or similar types gaming devices; poker clubs; BYOB establishments; and/or social clubs and other similar operations.

READ, CONSIDERED AND APPROVED this the 28th day of August, 2023.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

APPROVED AS TO FORM:

Victor A. Flores, City Attorney

ITEM# 4.0

Discussion and Possible Action to Recommend a 3-month Moratorium on approval of Social Clubs, Poker Clubs, BYOB Establishments, and other similar operations

Recently, staff has seen an increase of Business License applications for Social Clubs, Poker Clubs, BYOB Establishments, and other similar operations. The City of Mission currently does not have specific guidelines or regulations for this type of establishments. Staff is seeking direction from the Planning and Zoning Commission and the City Council's to approve a Moratorium of at least 3 months to allow staff time to do research and check what other municipalities are doing for these types of businesses. During this time, staff will not be considering or approving any applications for this type of use.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023

PRESENTED BY: Adrian Garcia, Fire Chief

AGENDA ITEM: Approval of Clinical Affiliation Agreement between City of Mission Fire Department and the EMS Training School, LLC dba School of EMS for use of clinical sites - Garcia

NATURE OF REQUEST:

The Mission Fire Department is seeking approval of a Clinical Affiliation Agreement between the City of Mission Fire Department and the EMS Training School, LLC dba School of EMS for the use of their clinical sites.

The clinical site shall provide the School of EMS students with practical experience in EMS – based patient care activities through the clinical's site's owned entities and the School of EMS shall provide the student with academic experience.

BUGETED: _____ **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 *RP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

CLINICAL AFFILIATION AGREEMENT

City of Mission Fire Department And The EMS Training School, LLC, dba School of EMS

This agreement made and entered into this (Date) **July 21, 2023** by and between **City of Mission Fire Department** (hereinafter referred to as the "clinical site") and the affiliates of the clinical site listed on Exhibit A, and the EMS Training School, LLC, dba School of EMS (hereinafter referred to as "School of EMS") and will continue until the agreement is terminated by either party.

I. PURPOSE

The clinical site shall provide the School of EMS students with practical experience in EMS-based patient care activities through the clinical site's owned entities and the School of EMS shall provide the student with academic experience.

II. RESPONSIBILITIES OF THE CLINICAL SITE

The clinical site shall:

- A. Provide cooperation to ensure students of the School of EMS receive an effective clinical experience.
- B. Provide a suitable clinical experience situation as prescribed by the curriculum provided by the School of EMS and outlined by the National Highway Traffic Safety Administration.
- C. Assist with clinical teaching and supervision of agreed upon number of students of the School of EMS.
- D. Ensure the standards of patient care established by the clinical site remain in control of the employees.
- E. Reserve the right to determine the manner in which the clinical site's owned equipment and supplies shall be used and operated.
- F. Provide a contact person for the School of EMS at the clinical site so as to facilitate interaction between the training program and our system.

III. RESPONSIBILITIES OF THE SCHOOL OF EMS

The School of EMS shall:

- A. Ensure that students who use the clinical site's facilities will abide by the clinical site's policies.
- B. Ensure students of the School of EMS will have professional liability insurance in the appropriate amount prior to beginning clinical experience with the clinical site.
- C. Ensure each student has been provided infection control training as outlined by the Department of Transportation knowledge objectives for EMS courses.
- D. Ensure each student has been provided HIPAA training in accordance with the Federal and State guidelines.
- E. Ensure each student has been cleared through a background check to include the federal inclusion/exclusion list.
- F. Ensure each student has passed a 10-panel drug screen.
- G. Ensure that documentation has been established by the School of EMS on how students are determined to be proficient in both basic and advanced skills which are expected to be utilized in the clinical internship setting.
- H. Provides each student a Competency Check List so that the student may present this to the clinical site's facility they are assigned to during all internship assignments.
- I. Consider promptly any complaint made by the clinical site against a student in accordance with the School of EMS standards and procedures of disciplinary action.
- J. Shall provide preceptor training to relevant clinical site staff at the clinical location(s) or via online services.

IV. HOLD HARMLESS

The School of EMS agrees and is bound to hold the clinical site whole and harmless against any and all claims for damages, costs and expenses to persons or property that may arise out of or be occasioned by this contract or any activities or from any act or omission of any teacher or student involved in the School of EMS.



THE EXCLUSIVE JURISDICTION FOR ANY CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE IN THE STATE AND FEDERAL COURTS LOCATED IN HIDALGO COUNTY, TEXAS AND EACH PARTY HERETO IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM.

V. RESPONSIBILITIES OF THE CLINICAL SITE AND THE SCHOOL OF EMS

The clinical site and the School of EMS shall:

- A. Agree upon the number of students to be placed at the clinical site for clinical rotations.
- B. Revise and modify this contract in writing if both parties agree to the revision or modification.

VI. TERMINATION

This contract may be terminated by either party upon one hundred eighty (180) days written notice to the other party by registered mail, return receipt requested. The termination shall not take effect until students who are enrolled at the time such notice is given have completed the courses in which they are enrolled.

VII. DISCRIMINATION

The clinical site and the School of EMS shall not lawfully discriminate in their respective performance of this contract.

VIII. CONTACT PERSONS

The contact person and authorized designee of the **School of EMS** for the purposes of this agreement is:

Name: Amber Jameson Title: Clinical Services Manager
 Email: ajameson@schoolofems.org Office Phone: (903) 405-4759 Main Phone: 888-390-5081
 Address: 115 Jordan Plaza Blvd. Suite 200. Tyler, Texas 75704

The contact person and authorized designee of the **Clinical Site** for the purposes of this agreement is:

Name: _____ Title: _____
 Email: _____
 Office Phone: _____ Cell Phone: _____
 Address: _____

EXECUTED on July 21, 2023. The clinical site and the School of EMS have executed this agreement by and through one of its duty authorized officers, thereby binding themselves, their successors, and assignees and representatives for the faithful and full performance of the terms and provisions of this contract.

City of Mission Fire Department

The EMS Training School, LLC, dba School of EMS

Signature: _____
 Name: _____
 Title: _____
 Date Signed: _____

Signature: _____
 Name: TC Howard
 Title: Chief Operating Officer
 Date Signed: _____

Signature: _____
 Name: _____
 Title: _____

Signature: _____
 Name: Amber Jameson
 Title: Clinical Services Manager



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023

PRESENTED BY: Adrian Garcia, Fire Chief

AGENDA ITEM: Requesting authorization to enter into a Mutual Aid Agreement with Trans – Starr EMS L.L.C. for EMS Provider Services – Garcia

NATURE OF REQUEST:

The Mission Fire Department is seeking authorization to enter Mutual Aid Agreement with Trans – Starr EMS L.L.C. for EMS Provider Services. The agreement shall remain in effect for a period of two years unless cancelled by either EMS provider by giving thirty (30) day written notice.

BUGETED: _____ **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 *RP*

RECORD OF VOTE:	APPROVED:	_____
	DISAPPROVED:	_____
	TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

**MUTUAL AID AGREEMENT
BETWEEN
CITY OF MISSION FIRE/EMS AND
Trans-Starr EMS L.L.C.**

This agreement is made and entered into effective on the **16th** day of **August 2023**, by **Trans-Starr EMS L.L.C.** and City of Mission Fire/EMS. The parties are mutually referred to as “EMS Providers” who have duly executed this Agreement.

WHEREAS, multiple medical emergencies may arise contemporaneously in various parts of the City of Mission resulting in greater demands than the manpower and/or equipment of a single emergency medical service provider can handle or an emergency may arise that is of such intensity that it cannot be handled solely by a single emergency medical service provider; and

WHEREAS, non-emergency or scheduled requests for medical transportation may arise that cannot be performed with the man power of single emergency medical service provider; and

WHEREAS, the EMS Providers recognize the necessity to cooperate and work together to provide for mutual assistance; and

WHEREAS, the EMS Providers further recognize the need to provide for an organized means of resolving conflicts, concerns and questions between and among their respective members.

NOW, THEREFORE, IT IS AGREED BY AND AMONG THE EMS PROVIDERS WHO HAVE DULY EXECUTED THIS AGREEMENT AS FOLLOWS:

SECTION 1. Definitions:

As used herein:

- a) “Requesting EMS Provider,” shall mean the Provider requesting aid, and
- b) “Responding EMS Provider,” shall mean the Provider affording or responding to a call for aid.

SECTION 2. Mutual Aid and Contingency Agreement

Subject to the exceptions stated below, the EMS Providers mutually agree to provide mutual aid service to each other. Any decision not to respond to a request for aid shall be promptly communicated to the Requesting EMS Provider.

SECTION 3. Authority to Respond and Provide Assistance

The authority to make requests for assistance or to provide aid under this Agreement shall reside with the Requesting EMS Provider’s command personnel or the command personnel’s designee. For the purposes of this Agreement, the “Requesting EMS

Provider” shall mean the incident commander or the incident commander’s designee asking for assistance and the “Responding EMS Provider” shall mean an officer/supervisor or designee sending assistance. Either one of the EMS Provider shall have the right to request assistance from the other EMS Provider subject to the terms and conditions of this Agreement.

SECTION 4. Requesting Assistance

An EMS Provider may request assistance from the other EMS Provider when the Requesting EMS Provider has concluded that such assistance is essential to protect life. The authority designated in Section 3 of this Agreement shall make all requests for aid. Any request for aid shall include a statement of the amount and type of equipment and personnel requested and specify the location to which the equipment and response personnel are to be dispatched. If the Responding EMS Provider accepts the request for aid, it agrees to respond promptly and shall assume full responsibility for the medical transportation service from that point forward. For emergency medical services, the Responding EMS Provider shall be released from service as allowed under Section 7 of this Agreement. For non-emergency medical services, a Responding EMS Provider shall be released from service when the services are complete or the Requesting EMS Provider notifies it that the services are no longer required, or when the Responding EMS Provider determines, in its discretion, and communicates to the Requesting EMS Provider that its services are needed at another call or incident.

SECTION 5. Responses to Request

The extent of any response to a request, including the choice of personnel and equipment, shall be entirely within the discretion of the Responding EMS Provider, subject to the terms of this Agreement. Included in such Responding EMS Provider’s discretion shall be a determination as to whether or not such request for aid may be answered without jeopardizing the safety and protection of the citizens and visitors of Mission, Texas.

The Responding EMS Provider, upon determination that an emergency exists and subject to the availability of personnel and equipment resources, shall dispatch EMS personnel and equipment to aid the Requesting EMS Provider within 10 minutes to the location of the call or incident.

SECTION 6. Personnel and Equipment Provided

As stated above, the Requesting EMS Provider shall include in its request for assistance statement of the amount and type of equipment and personnel requested and specify the location to which the equipment and response personnel are to be dispatched.

The final decision and the amount and type of equipment to be sent shall be solely that of the Responding EMS Provider as provided in this Agreement. The Requesting EMS Provider hold the Responding EMS Provider harmless and defend it from any liability in

connection with all acts associated herewith provided that the final decision is made with reasonable due diligence.

Specifically, no EMS Provider shall make any claim whatsoever against the other EMS Provider for the refusal to send the requested personnel or equipment where such refusal is based on the judgment of the Responding EMS Provider that such personnel and equipment are either not available or are needed to provide service in the respective EMS Provider's response area.

SECTION 7. Command and Control at the Emergency Scene

Both EMS Providers have established Incident Command System (ICS) Standards Operating Procedures (SOPs) and will implement them on all incidents involving mutual aid responses. At no time shall the Responding EMS Provider be expected to operate contrary to its standing orders or protocols of its physician advisor, internal policies, operating licenses or federal or state regulations.

The Responding EMS Provider's personnel and equipment shall report to the incident commander or other appropriate sector officer of the Requesting EMS Provider. The person in charge of the Responding EMS Provider shall meet with the incident commander or appropriate sector officer of the Requesting EMS Provider for a briefing and assignment.

The person in charge of the Responding EMS Provider shall retain control of the Responding EMS Provider's personnel and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander or sector officer at the location to which the equipment and personnel are dispatched.

The Responding EMS Provider's personnel and equipment shall be released by the Requesting EMS Provider when the services of the Responding EMS Provider are no longer required or when the Responding EMS Provider's resources are needed in their primary response area. Responding EMS Provider personnel and equipment may withdraw from the EMS scene upon giving notice to the incident commander or the appropriate sector officer that they are needed in the EMS Provider's primary response area.

It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be constructed to establish an employer/employee relationship.

SECTION 8. Reporting and Record Keeping

The Requesting EMS Provider shall maintain records regarding the frequency of the use of this agreement and provide them to the Texas Department of State Health Services upon request. Each EMS Provider shall maintain individual patient care reports.

SECTION 9. No Reimbursement for Costs

No EMS Provider shall be required to reimburse any other EMS Provider for the cost of providing the services set forth in this Agreement for the mutual aid services, except as provided in Section 10 below. Each EMS Provider shall pay its own costs (i.e. salaries, repairs, materials, compensation, etc.) for the responding for requests for mutual aid or contingency response.

SECTION 10. Fees for Ambulance Service

The Responding EMS Provider shall be responsible for all patient and third-party billing, insurance filing and collection activity in compliance with applicable laws.

SECTION 11. Assumption of Liability and Indemnification

Each EMS Provider hereby waives all claims against the other EMS Provider from compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this Agreement.

The responding EMS Provider assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel when responding or performing under this agreement.

To the extent allowed by the Texas Constitution and the laws of the State of Texas, each EMS Provider agrees to indemnify and hold the other party, its officers, directors, officials, employees and agents harmless from and against liability claims resulting from or alleged to result from any willful, knowingly, grossly negligent, or negligent act or omission of the other EMS Provider related to the performance of this Agreement. Such indemnification for acts occurring or alleged to have occurred during the term of this Agreement shall survive the termination of this Agreement for any reason.

SECTION 12. Insurance

Each EMS Provider represents that it has and will maintain such insurance as is required by applicable federal and state law in statutory required amounts and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, unemployment insurance, automobile liability, and property damage. EMS Providers may self-insure when appropriate. Unless the provider is self-insured, Each EMS Provider shall provide a certificate of insurance to the other which will provide that the policy or coverage thereunder cannot be altered or terminated without thirty (30) days written notice by the insurance carrier to the other EMS Provider to this Agreement.

SECTION 13. Conflict Resolution

From time to time, personnel from one EMS Provider or another may have some concerns or questions regarding this Agreement or the working relationship of the parties.

Should any such issues arise, they should be dealt with by the EMS Provider's chain of command to provide answers or resolution.

SECTION 14. Venue

The exclusive jurisdiction for any claim or controversy arising out of or relating to this agreement shall be in the state and federal courts located in Hidalgo County, Texas and each party hereto irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

SECTION 15. Term of Agreement

This Agreement shall be in full force and effect upon execution by both EMS Providers hereto. This Agreement shall remain in effect for a period of Two (2) years (July 01, 2023 to July 31, 2025) unless cancelled by either EMS Provider by giving thirty (30) day written notice to the other EMS Provider. The Agreement may be amended by agreement of both EMS Providers.

SECTION 16. Termination

Each EMS Provider may terminate this Agreement: (a) at any time without cause and at its sole discretion upon thirty (30) days written notice to the other party or (b) immediately upon the material breach of this Agreement by the other EMS Provider.

SECTION 17. Compliance

Each EMS Provider shall comply with all applicable federal, state and local laws and regulations. Each EMS Provider's ambulances will conform to applicable state and local regulations for medical equipment and be duly licensed for the transportation of patients. All personnel staffing the emergency vehicles shall be licensed or certified as required by applicable law.

SECTION 18. Medically Equivalent Services

Trans-Starr EMS L.L.C. agrees that the level of services provided pursuant to this Agreement shall be substantially medically equivalent to the level of services provided by the CITY OF MISSION FIRE/EMS. The CITY OF MISSION FIRE/EMS shall, in its sole discretion, determine whether **Trans-Starr EMS L.L.C.**'s level of service shall be deemed "substantially medically equivalent."

SECTION 19. Miscellaneous Provisions

A. Binding Agreement. Except as provided herein, this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.

B. Severability. If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

C. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties hereto or permitted or approved assignees.

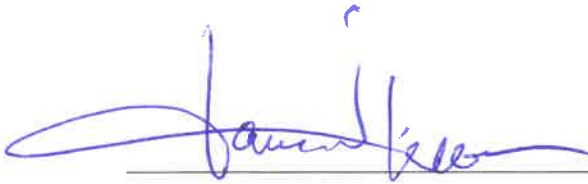
D. Recitals. All of the recitals hereof are incorporated into this Agreement as if fully set forth herein.

IN WITNESS THEREOF, the following EMS Providers have duly executed this Agreement:

Trans-Starr EMS L.L.C.
1022 E. Griffin Pkwy
Suite 111
Mission, TX. 78572

City of Mission Fire/EMS

415 W. Tom Landry
Mission, TX. 78572



Daniel Lerma
Chief Financial Officer

Adrian Garcia
Fire Chief



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023

PRESENTED BY: Adrian Garcia, Fire Chief

AGENDA ITEM: Authorization to enter into a Mutual Aid Agreement with Skyline E.M.S., Inc. for EMS Provider Services - Garcia

NATURE OF REQUEST:

The Mission Fire Department is seeking authorization to enter Mutual Aid Agreement with Skyline E.M.S., Inc. for EMS Provider Services. The agreement shall remain in effect for a period of two years unless cancelled by either EMS provider by giving thirty (30) day written notice.

BUGETED: _____ **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 *RP*

RECORD OF VOTE:	APPROVED:	_____
	DISAPPROVED:	_____
	TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

**MUTUAL AID AGREEMENT
BETWEEN
CITY OF MISSION FIRE/EMS AND
SKYLINE E.M.S., INC.**

This agreement is made and entered into effective on the 14th day of August 2023, by SKYLINE E.M.S., INC. and City of Mission Fire/EMS. The parties are mutually referred to as "EMS Providers" who have duly executed this Agreement.

WHEREAS, multiple medical emergencies may arise contemporaneously in various parts of the City of Mission resulting in greater demands than the manpower and/or equipment of a single emergency medical service provider can handle or an emergency may arise that is of such intensity that it cannot be handled solely by a single emergency medical service provider; and

WHEREAS, non-emergency or scheduled requests for medical transportation may arise that cannot be performed with the man power of single emergency medical service provider; and

WHEREAS, the EMS Providers recognize the necessity to cooperate and work together to provide for mutual assistance; and

WHEREAS, the EMS Providers further recognize the need to provide for an organized means of resolving conflicts, concerns and questions between and among their respective members.

NOW, THEREFORE, IT IS AGREED BY AND AMONG THE EMS PROVIDERS WHO HAVE DULY EXECUTED THIS AGREEMENT AS FOLLOWS:

SECTION 1. Definitions:

As used herein:

- a) "Requesting EMS Provider," shall mean the Provider requesting aid, and
- b) "Responding EMS Provider," shall mean the Provider affording or responding to a call for aid.

SECTION 2. Mutual Aid and Contingency Agreement

Subject to the exceptions stated below, the EMS Providers mutually agree to provide mutual aid service to each other. Any decision not to respond to a request for aid shall be promptly communicated to the Requesting EMS Provider.

SECTION 3. Authority to Respond and Provide Assistance

The authority to make requests for assistance or to provide aid under this Agreement shall reside with the Requesting EMS Provider's command personnel or the command personnel's designee. For the purposes of this Agreement, the "Requesting EMS Provider" shall mean the incident commander or the incident commander's designee asking for assistance and the "Responding EMS Provider" shall mean an

officer/supervisor or designee sending assistance. Either one of the EMS Provider shall have the right to request assistance from the other EMS Provider subject to the terms and conditions of this Agreement.

SECTION 4. Requesting Assistance

An EMS Provider may request assistance from the other EMS Provider when the Requesting EMS Provider has concluded that such assistance is essential to protect life. The authority designated in Section 3 of this Agreement shall make all requests for aid. Any request for aid shall include a statement of the amount and type of equipment and personnel requested and specify the location to which the equipment and response personnel are to be dispatched. If the Responding EMS Provider accepts the request for aid, it agrees to respond promptly and shall assume full responsibility for the medical transportation service from that point forward. For emergency medical services, the Responding EMS Provider shall be released from service as allowed under Section 7 of this Agreement. For non-emergency medical services, a Responding EMS Provider shall be released from service when the services are complete or the Requesting EMS Provider notifies it that the services are no longer required, or when the Responding EMS Provider determines, in its discretion, and communicates to the Requesting EMS Provider that its services are needed at another call or incident.

SECTION 5. Responses to Request

The extent of any response to a request, including the choice of personnel and equipment, shall be entirely within the discretion of the Responding EMS Provider, subject to the terms of this Agreement. Included in such Responding EMS Provider's discretion shall be a determination as to whether or not such request for aid may be answered without jeopardizing the safety and protection of the citizens and visitors of Mission, Texas.

The Responding EMS Provider, upon determination that an emergency exists and subject to the availability of personnel and equipment resources, shall dispatch EMS personnel and equipment to aid the Requesting EMS Provider within 10 minutes to the location of the call or incident.

SECTION 6. Personnel and Equipment Provided

As stated above, the Requesting EMS Provider shall include in its request for assistance statement of the amount and type of equipment and personnel requested and specify the location to which the equipment and response personnel are to be dispatched.

The final decision and the amount and type of equipment to be sent shall be solely that of the Responding EMS Provider as provided in this Agreement. The Requesting EMS Provider hold the Responding EMS Provider harmless and defend it from any liability in connection with all acts associated herewith provided that the final decision is made with reasonable due diligence.

Specifically, no EMS Provider shall make any claim whatsoever against the other EMS Provider for the refusal to send the requested personnel or equipment where such refusal is based on the judgment of the Responding EMS Provider that such personnel and equipment are either not available or are needed to provide service in the respective EMS Provider's response area.

SECTION 7. Command and Control at the Emergency Scene

Both EMS Providers have established Incident Command System (ICS) Standards Operating Procedures (SOPs) and will implement them on all incidents involving mutual aid responses. At no time shall the Responding EMS Provider be expected to operate contrary to its standing orders or protocols of its physician advisor, internal policies, operating licenses or federal or state regulations.

The Responding EMS Provider's personnel and equipment shall report to the incident commander or other appropriate sector officer of the Requesting EMS Provider. The person in charge of the Responding EMS Provider shall meet with the incident commander or appropriate sector officer of the Requesting EMS Provider for a briefing and assignment.

The person in charge of the Responding EMS Provider shall retain control of the Responding EMS Provider's personnel and equipment resources and shall direct them to meet the needs and tasks assigned by the incident commander or sector officer at the location to which the equipment and personnel are dispatched.

The Responding EMS Provider's personnel and equipment shall be released by the Requesting EMS Provider when the services of the Responding EMS Provider are no longer required or when the Responding EMS Provider's resources are needed in their primary response area. Responding EMS Provider personnel and equipment may withdraw from the EMS scene upon giving notice to the incident commander or the appropriate sector officer that they are needed in the EMS Provider's primary response area.

It is understood that the purpose of this section is to maintain order at the emergency scene and shall not be constructed to establish an employer/employee relationship.

SECTION 8. Reporting and Record Keeping

The Requesting EMS Provider shall maintain records regarding the frequency of the use of this agreement and provide them to the Texas Department of State Health Services upon request. Each EMS Provider shall maintain individual patient care reports.

SECTION 9. No Reimbursement for Costs

No EMS Provider shall be required to reimburse any other EMS Provider for the cost of providing the services set forth in this Agreement for the mutual aid services, except as provided in Section 10 below. Each EMS Provider shall pay its own costs (i.e. salaries, repairs, materials, compensation, etc.) for the responding for requests for mutual aid or contingency response.

SECTION 10. Fees for Ambulance Service

The Responding EMS Provider shall be responsible for all patient and third-party billing, insurance filing and collection activity in compliance with applicable laws.

SECTION 11. Assumption of Liability and Indemnification

Each EMS Provider hereby waives all claims against the other EMS Provider from compensation for any property loss or damage and/or personal injury or death occurring as a consequence of the performance of this Agreement.

The responding EMS Provider assumes all liability and/or cost of damage to its equipment and the injury or death of its personnel when responding or performing under this agreement.

To the extent allowed by the Texas Constitution and the laws of the State of Texas, each EMS Provider agrees to indemnify and hold the other party, its officers, directors, officials, employees and agents harmless from and against liability claims resulting from or alleged to result from any willful, knowingly, grossly negligent, or negligent act or omission of the other EMS Provider related to the performance of this Agreement. Such indemnification for acts occurring or alleged to have occurred during the term of this Agreement shall survive the termination of this Agreement for any reason.

SECTION 12. Insurance

Each EMS Provider represents that it has and will maintain such insurance as is required by applicable federal and state law in statutory required amounts and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, unemployment insurance, automobile liability, and property damage. EMS Providers may self-insure when appropriate. Unless the provider is self-insured, Each EMS Provider shall provide a certificate of insurance to the other which will provide that the policy or coverage thereunder cannot be altered or terminated without thirty (30) days written notice by the insurance carrier to the other EMS Provider to this Agreement.

SECTION 13. Conflict Resolution

From time to time, personnel from one EMS Provider or another may have some concerns or questions regarding this Agreement or the working relationship of the parties.

Should any such issues arise, they should be dealt with by the EMS Provider's chain of command to provide answers or resolution.

SECTION 14. Venue

The exclusive jurisdiction for any claim or controversy arising out of or relating to this agreement shall be in the state and federal courts located in Hidalgo County, Texas and each party hereto irrevocably waives any objection it may now or hereafter have as to the venue of any such suit, action or proceeding brought in such a court or that such court is an inconvenient forum.

SECTION 15. Term of Agreement

This Agreement shall be in full force and effect upon execution by both EMS Providers hereto. This Agreement shall remain in effect for a period of Two (2) years (August 14, 2023 to August 14, 2025) unless cancelled by either EMS Provider by giving thirty (30) day written notice to the other EMS Provider. The Agreement may be amended by agreement of both EMS Providers.

SECTION 16. Termination

Each EMS Provider may terminate this Agreement: (a) at any time without cause and at its sole discretion upon thirty (30) days written notice to the other party or (b) immediately upon the material breach of this Agreement by the other EMS Provider.

SECTION 17. Compliance

Each EMS Provider shall comply with all applicable federal, state and local laws and regulations. Each EMS Provider's ambulances will conform to applicable state and local regulations for medical equipment and be duly licensed for the transportation of patients. All personnel staffing the emergency vehicles shall be licensed or certified as required by applicable law.

SECTION 18. Medically Equivalent Services

SKYLINE E.M.S., INC. agrees that the level of services provided pursuant to this Agreement shall be substantially medically equivalent to the level of services provided by the CITY OF MISSION FIRE/EMS. The CITY OF MISSION FIRE/EMS shall, in its sole discretion, determine whether SKYLINE E.M.S., INC.'s level of service shall be deemed "substantially medically equivalent."

SECTION 19. Miscellaneous Provisions

- A. Binding Agreement.** Except as provided herein, this Agreement shall be binding upon and inure to the benefit of the heirs, successors, and assigns of the respective parties.
- B. Severability.** If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.
- C. Entire Agreement.** This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties hereto or permitted or approved assignees.

D. Recitals. All of the recitals hereof are incorporated into this Agreement as if fully set forth herein.

IN WITNESS THEREOF, the following EMS Providers have duly executed this Agreement:

Skyline EMS Inc
600 E Griffin Pkwy, Suite B
Mission, TX. 78572

City of Mission Fire/EMS
415 W. Tom Landry
Mission, TX. 78572



Juan F. Cordero
Chief Operations Officer

Adrian Garcia
Fire Chief



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Authorization to re-enter into a contract with Carlos Ortegon for Municipal Court Prosecution Services for the City of Mission - Torres

NATURE OF REQUEST:

The City of Mission Police Department is respectfully requesting authorization to re-enter into a contract with Carlos Ortegon for Municipal Court Prosecution Services for the City of Mission. The contract identifies the scope of services and other contractual terms and agreements. The total amount of the contract is \$60,000.00. This award is under Texas government code chapter 2254.004 contract for professional services

BUGETED: FY23-24 **FUND:** General **ACCT. #:** 01-430-34430
BUDGET: \$60,000 **EST. COST:** \$60,000.00 **CURRENT BUDGET BALANCE:** \$60,000
BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *RP*

RECORD OF VOTE: **APPROVED:** _____
 DISAPPROVED: _____
 TABLED: _____

_____ AYES
_____ NAYS
_____ DISSENTING _____

3.3 The City may terminate this agreement for cause for failing to perform the scope of services, or otherwise failing to comply with any other provision of the agreement.

4. Duties

4.1 As Municipal Court Prosecutor, Ortegon agrees to the following duties:

- a. attend and prosecute all municipal court dockets, including scheduled and walk-in dockets;
- b. research, review and provide written or verbal opinions as requested by the Mission Police Department police officers;
- c. research, review and provide written or verbal opinions as requested by code enforcement officers for purposes of prosecution or enforcement of city ordinances;
- d. attend City Council meetings, upon request of City Council or City Manager;
- e. maintain law license, including all necessary continuing education requirements;
- f. complete all mandatory education courses and credits;
- h. performs all other services and duties customarily performed by Texas municipal court prosecutors.

4.2 Ortegon agrees to perform all other legally permissible and proper duties as City shall assign from time to time.

5. Compensation and Other Benefits

5.1 City agrees to compensate Ortegon an annual base salary in the amount of **SIXTY THOUSAND DOLLARS (\$60,000.00)**. This amount shall be payable in monthly installments in the amount of **FIVE THOUSAND DOLLARS (\$5,000.00)**.

5.2 City shall not be responsible for the withholding of income taxes, or other employment related taxes related to the compensation of Ortegon. Ortegon shall be responsible for the payment of such income taxes as required by the Internal Revenue Service.

5.3 Ortegon shall be eligible to purchase, or to buy-in, to the City of Mission group health insurance plan and other voluntary products, at Ortegon's expense. Ortegon shall not be eligible to participate in the Texas Municipal Retirement System (TMRS).

6. Other Terms and Conditions of Employment

6.1 While performing under this agreement, all provisions of the City Charter, City Code and City Personnel Policy as they now exist or may hereafter be amended shall apply to Ortegon, except as herein provided to the contrary.

6.2 *Law Practice.* Ortegon is allowed to continue to maintain a private-practice, but shall not engage in the practice of law in any matter that the City Council has determined is adversarial in nature to the City of Mission.

6.3 *Performance Evaluation.* The City Council, or designee, may annually review and evaluate the performance of Ortegon. Ortegon agrees to cooperate with any such evaluation process. Ortegon further agrees to take any recommended corrective actions deemed necessary by the City Council as a result of the performance review.

7. Notices

7.I Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested and addressed to the intended recipient at the address shown on this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein:

CITY: City Manager
City of Mission
1201 E. 8th St.
Mission, Texas 78572

ORTEGON: Carlos Ortegon
504 E. 9th St.
Mission, Texas 78572

8. General Provisions

8.1 The text herein shall constitute the entire agreement between the parties.

8.2 The agreement shall be binding upon and for the benefit of the parties hereto, their heirs, successors and assigns.

8.3 If any provision, or any portion thereof, contained in this agreement is held unconstitutional, invalid, or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed serviceable, shall not be affected, and shall remain in full force and effect.

8.4 This agreement may not be altered, changed, or amended except by written agreement of the parties. The City and Ortegon may agree upon a change in the scope of services and/or in compensation, and any such changes shall be incorporated in written amendments.

[Signature Page to Follow]

WITNESS THE HANDS OF THE PARTIES signed on the ___th day of August, 2023.

MUNICIPAL COURT PROSECUTOR

By: _____
Carlos Ortegon

CITY OF MISSION, TEXAS

By: _____
Randy Perez, City Manager



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Authorization to re-enter into a contract between the City of Mission and Safe Track, LLC, dba Safe Global Services to provide professional services – Torres

NATURE OF REQUEST:

Safe Track, LLC, dba Safe Global Services will be retained for the specific purpose of providing security measures along the Mission, Texas and Mexico border. Safe Track, LLC, dba Safe Global Services will provide a number of security /intelligence services to the City of Mission as it relates to our proximity to the U.S./Mexican border and the need to be aware of any potential threats to our International Bridge, our border and or our community. The total amount for the yearly contract is \$15,600.00. Staff is respectfully requesting authorization to enter into contract for FY 2023-2024.

BUGETED: Yes **FUND:** General **ACCT. #:** 01-430-34499
BUDGET: \$70,000 **EST. COST:** \$ 15,600 **CURRENT BUDGET BALANCE:** \$0

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *RP*

RECORD OF VOTE: **APPROVED:** _____
 DISAPPROVED: _____
 TABLED: _____

_____ AYES
_____ NAYS
_____ DISSENTING _____

CONTRACT FOR PROFESSIONAL SERVICES

An Agreement made in Mission, Texas effective October 1, 2023, between the City of Mission, Texas and Safe Track, LLC dba Safe Global Services.

RECITALS

WHEREAS, the City of Mission desires to retain Safe Track, LLC dba Safe Global Services for the purpose of providing security measures along the Mission, Texas and Mexico border, and specifically those services as identified herein.

WHEREAS, by this agreement, the City of Mission engages the services of Safe Track, LLC dba Safe Global Services, and in consideration of the mutual promises contained of the mutual promises contained in this contract, the parties agree as follows.

SERVICES

Safe Track, LLC dba Safe Global Services is hereby retained for the specific purpose of retaining ongoing intelligence of incidents that are occurring in Mexico; provide consultation/suggestions as it relates to security measures along Mission, Texas Mexico border; serve as liaison between Mission Police and Mexican Law Enforcement counter parts in an effort to continue to build and maintain a healthy relationship; perform investigations of persons fleeing into Mexico based on Mission Police Department criminal cases; assist with fugitive apprehensions in Mexico; perform background investigations of Mexican citizens working with the City of Mission; provide escorts to and from the Reynosa, Tamps. Mexico airport for sister city participants attending the Texas Citrus Fiesta Parade; and assist the City of Mission with surpluses and sending equipment into Mexico for sister cities.

COMPENSATION

Safe Track, LLC dba Safe Global Services shall accept as compensation a fee not to exceed \$1,300.00 per month.

TERM

This agreement is for a one (1) year term and will continue until September 30, 2024. The contract will renew on a yearly basis with an anniversary date of October 1, 2023, unless prior written notice is given 30 days before said anniversary date by either party.

INDEMNITY AND HOLD HARMLESS

To the fullest extent provided by law, Safe Track, LLC dba Safe Global Services agrees to indemnify and hold the City of Mission, their officers, agents and employees harmless From any liability, loss or damage, including attorney's fees, they may suffer as a result of claims, demands, costs or judgements against them arising out of the activities to be carried out pursuant to the obligations of this Agreement. Safe Track, LLC dba Safe Global Services shall fully insure his ability to so indemnify the City of Mission and shall present evidence of such insurance coverage reasonable satisfactory to the City of Mission within thirty (30) days of the execution of this Agreement and from time-to-time thereafter as may be reasonably requested by the City of Mission.

TERMINATION

The contract may be terminated at any time by either party without cause upon 30 days advanced written notice.

Executed on: _____

BY: CITY OF MISSION, TEXAS

Randy Perez, City Manger

Cesar Torres, Chief of Police

Jorge Cisneros
Safe Track, LLC dba Safe Global Services

**STATE OF TEXAS
COUNTY OF HIDALGO**

BEFORE ME, personally appeared _____ who stated to me upon oath that he has read and signed the foregoing document.

SUBSCRIBED AND SWORN TO ME BEFORE ME on this the ____ day of _____, 2023.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Authorization to approve the second and final one-year renewal option for Security Guard Services with MLG Protection Services- Torres

NATURE OF REQUEST:

The City of Mission Police Department is tasked with acquiring security guard services for different City of Mission Events. Security guard services are utilized by a number of city departments to include the Speer Memorial Library, city events, other city departments, and other areas as needed by the city for different events throughout the fiscal year. Staff is seeking authorization to extend the contract with MLG Protection Services. This contract renewal includes a 3% increase from the current rate, changing the hourly rate from \$11.00 to \$11.33 per hour.

BUGETED: FY 23-24 **FUND:** General **ACCT. #:** 01-430-94810
BUDGET: \$38,000 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$38,000

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *RP*

RECORD OF VOTE: **APPROVED:** _____
 DISAPPROVED: _____
 TABLED: _____

_____ AYES
 _____ NAYS
 _____ DISSENTING _____



2515-B E. Griffin Parkway
Mission, TX 78572
(956) 583-2004
mlgprotection@att.net

08/10/2023

City of Mission
Attention: Mr. Peter Geddes, Purchasing Director

As per our current contract, MLG Protection Services will be extending our services to the City of Mission for a renewal period of one year to begin on August 10, 2023 and end on August 10, 2024 at a 3% increase. Our current rate with the City of Mission is \$11.00 an hour per non-commissioned security guard (unarmed), and with the 3% increase would be \$11.33. We have enjoyed working with the great City of Mission, and look forward to another successful year. If you have any questions please feel free to contact us.

Thank you!

Armando Garza
President/Owner

CITY OF MISSION BUDGET AMENDMENT REQUEST

FISCAL YEAR: 2022-2023
 DATE: May 7, 2023
 DEPARTMENT: Facilities
 FUND: MEDC Fund

BA-23-07

ACCOUNT NO.	ACCOUNT TITLE	CURRENT BUDGET	AMOUNT INCREASE (DECREASE)	PROPOSED BUDGET
21-412-74941	Other Structures	53,000.00	95,000.00	148,000.00
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
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		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
		-	-	-
TOTAL		-	95,000.00	-

JUSTIFICATION

Budget Amendment is necessary to allocate funds for shade structures to protect visitors from wind and rain for the Mission Food Park at Mission EDC.

Finance Director: 

Date: 5/4/2023

JRK

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF MISSION TAXES COLLECTED FOR:
JUNE 2023**

COMPARATIVE RATE OF COLLECTIONS

CITY OF MISSION CMS (32)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2022/2023	COLLECTED 2021/2022
2022 TAX ROLL	28,910,952.02	27,885,489.95		121,095.11	1,146,557.18	96.05%	96.45%
2021 & PRIOR YRS	2,417,440.91	462,552.46		(54,706.18)	1,900,182.27	19.58%	24.18%
ROLLBACK	2,677.08	4,823.19		18,141.31	15,995.20	23.17%	66.01%
TOTALS	31,331,070.01	28,352,865.60	-	84,530.24	3,062,734.65		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JUNE 2023

	CITY OF MISSION	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	214,794.68	(7,447.06) CURRENT
CURRENT YEAR-P&I	30,081.92	
PRIOR YEARS-BASE TAX	67,780.62	(6,713.38) PRIOR
PRIOR YEARS-P&I	32,501.39	
ROLLBACK	-	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	13,709.91	- PURGED
TOTAL COLLECTIONS	358,868.52	(14,160.44)
LESS TRANSFERRED	169,853.97	
LESS IN TRANSIT	182,287.86	
LESS DUE TO HCAD COMM. FEE	27.09	
LESS DUE TO CO TREASURER	6,700.00	
BALANCE	(0.40)	

*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF MISSION, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF JUNE 2023 IS CORRECT.

Pablo (Paul) Villarreal Jr.

ASSESSOR-COLLECTOR OF TAXES FOR CITY OF MISSION, TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 12TH DAY OF JULY 2023 A.D.

Mark Martinez

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF MISSION TAXES COLLECTED FOR:
JUNE 2022**

COMPARATIVE RATE OF COLLECTIONS

CITY OF MISSION CMS (32)	ORIGINAL TAX LEVY	COLLECTED TO DATE	DROPPED YRS AFTER PURGE	MODIF. TO DATE	TAXES OUTSTANDING	PERCENT 2021/2022	COLLECTED 2020/2021
2021 TAX ROLL	25,552,721.06	25,090,453.66		459,950.93	922,218.33	96.45%	96.29%
2020 & PRIOR YRS ROLLBACK	2,436,594.87 6,430.91	583,033.02 11,532.29		(25,010.27) 11,038.44	1,828,551.58 5,937.06	24.18% 66.01%	22.23% 63.70%
TOTALS	27,995,746.84	25,685,018.97	-	445,979.10	2,756,706.97		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF JUNE 2022

	CITY OF MISSION	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	138,791.43	(92.26) CURRENT
CURRENT YEAR-P&I	19,419.03	
PRIOR YEARS-BASE TAX	66,376.22	(14.16) PRIOR
PRIOR YEARS-P&I	31,044.66	
ROLLBACK	844.92	- ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	12,756.49	PURGED
TOTAL COLLECTIONS	269,232.75	(106.42)
LESS TRANSFERRED	151,475.28	
LESS IN TRANSIT	111,357.33	
LESS DUE TO HCAD COMM. FEE	19.14	
LESS DUE TO CO TREASURER	6,381.00	
BALANCE	-	

*****AFFIDAVIT*****

I, PABLO "PAUL" VILLARREAL JR., ASSESSOR-COLLECTOR OF TAXES FOR THE CITY OF MISSION, DO SOLEMNLY SWEAR THAT THE ABOVE STATEMENT OF TAXES COLLECTED BY ME FOR THE MONTH OF JUNE 2022 IS CORRECT.

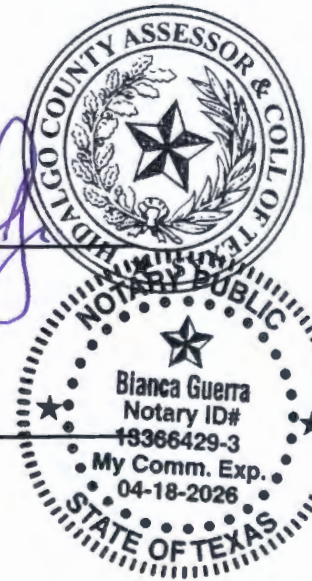
Pablo (Paul) Villarreal Jr.

ASSESSOR-COLLECTOR OF TAXES FOR CITY OF MISSION, TEXAS

SWORN AND SUBSCRIBED BEFORE ME THIS 11TH DAY OF JULY 2022 A.D.

Bianca Guerra

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



City of Mission, Texas
Summary of Current Levy Tax Collections
As of June 30, 2023

2022 Tax Levy

	<u>M&O</u>	<u>I&S</u>	<u>Total</u>
Original	\$ 24,862,654.91	\$ 4,048,297.11	\$ 28,910,952.02
Adjustments	104,841.29	16,956.50	121,797.79
Adjusted Levy	<u>\$ 24,967,496.20</u>	<u>\$ 4,065,253.61</u>	<u>\$ 29,032,749.81</u>
Collections as of June 2023	<u>\$ 23,980,784.34</u>	<u>\$ 3,904,705.61</u>	<u>\$ 27,885,489.95</u>
Outstanding as of June 2023	<u>\$ 986,711.86</u>	<u>\$ 160,548.00</u>	<u>\$ 1,147,259.86</u>
Percentage of 2022 Levy Collected as of June 2023	96.05%	96.05%	96.05%

City of Mission, Texas
Summary of Delinquent Levy Tax Collections
As of June 30, 2023

	M&O	I&S	Total
Original	\$ 1,981,213.09	\$ 436,227.83	\$ 2,417,440.91
Adjustments	(45,167.44)	(9,538.74)	(54,706.18)
Adjusted Levy	<u>\$ 1,936,045.65</u>	<u>\$ 426,689.09</u>	<u>\$ 2,362,734.73</u>
Collections as of June 2023	<u>\$ 381,493.38</u>	<u>\$ 81,059.08</u>	<u>\$ 462,552.46</u>
Outstanding as of June 2023	<u>\$ 1,554,552.27</u>	<u>\$ 345,630.01</u>	<u>\$ 1,900,182.27</u>
Percentage of 2022 Levy Collected as of June 2023	19.70%	19.00%	19.58%

Delinquent Tax Levy Breakdown

Year	Beg O/S	Adjustments	Paid	Ending O/S
2021	708,464.82	(39,052.06)	(243,408.57)	426,004.19
2020	357,078.13	(7,518.51)	(77,279.19)	272,280.43
2019	268,008.17	(2,565.02)	(54,916.20)	210,526.95
2018	167,024.96	(5,310.53)	(22,230.67)	139,483.76
2017	113,951.83	(260.06)	(15,059.24)	98,632.53
2016	95,926.05		(9,242.43)	86,683.62
2015	86,555.77	-	(8,107.14)	78,448.63
2014	73,527.03	-	(5,927.65)	67,599.38
2013	61,599.97	-	(4,704.80)	56,895.17
2012	55,263.76	-	(3,340.50)	51,923.26
2011	53,728.89	-	(3,907.14)	49,821.75
2010	54,963.69	-	(2,255.22)	52,708.47
2009	50,115.31	-	(2,722.05)	47,393.26
2008	47,738.36	-	(2,209.09)	45,529.27
2007	36,895.24	-	(1,953.13)	34,942.11
2006	30,170.29	-	(1,874.02)	28,296.27
2005	25,323.05	-	(975.16)	24,347.89
2004	23,774.09	-	(912.36)	22,861.73
2003	16,970.19	-	(499.73)	16,470.46
2002	16,306.82	-	(395.72)	15,911.10
2001	74,054.49	-	(632.45)	73,422.04
	2,417,440.91	(54,706.18)	(462,552.46)	1,900,182.27

City of Mission, Texas
Combined Property Tax Reconciliation - Receivable Accounts
FY 2022-23

Item 32.

As of September 30, 2023

	01/08-10900 Current Property Tax Receivable	01/08-11000 Delinquent Property Tax Receivable	combined Rollback Tax Receivable	Outstanding Taxes Prior to Allowance	01/08-11100 Allowance for Uncollectable Property tax	01/08-21900 Outstanding Taxes After Allowance	Deferred Property Tax Revenue	Difference
Beginning Balance	-	2,417,440.91	2,677.08	2,420,117.99	1,051,274.01	1,368,843.98	1,374,740.20	(5,896.21)
Auditors Adjustments	-	-	-	-	-	-	-	-
Adjusted Beginning Balance	-	2,417,440.91	2,677.08	2,420,117.99	1,051,274.01	1,368,843.98	1,374,740.20	(5,896.21)
Plus Levy	28,910,952.02	-	-	28,910,952.02	-	28,910,952.02	28,910,952.02	-
Plus Rollback taxes	-	-	18,141.31	18,141.31	-	18,141.31	18,141.31	-
Less Collections	(27,721,715.94)	(462,552.46)	(4,823.19)	(28,189,091.59)	-	(28,189,091.59)	(28,189,091.59)	-
Less Special Inventory	(163,774.01)	-	-	(163,774.01)	-	(163,774.01)	(163,774.01)	-
Adjustments to tax roll	121,095.11	(54,706.18)	-	66,388.93	-	66,388.93	66,388.93	-
Ending Balance	<u>1,146,557.18</u>	<u>1,900,182.27</u>	<u>15,995.20</u>	<u>3,062,734.65</u>	<u>1,051,274.01</u>	<u>2,011,460.64</u>	<u>2,017,356.86</u>	<u>(5,896.21)</u>
Adjustments to allowance	-	-	-	-	-	-	0.00	-
Adjusted Ending Balance	<u>1,146,557.18</u>	<u>1,900,182.27</u>	<u>15,995.20</u>	<u>3,062,734.65</u>	<u>1,051,274.01</u>	<u>2,011,460.64</u>	<u>2,017,356.86</u>	<u>(5,896.21)</u>
Accrual for September (prior yr)							55,269.34	(55,269.34)
Posted to G/L at 9/30 (Oct 2021)	-	-	-	-	-	-	-	-
Propose audit adj.	-	-	-	-	-	-	-	-
Reconciled to Tax Office Report	<u>1,146,557.18</u>	<u>1,900,182.27</u>	<u>15,995.20</u>	<u>3,062,734.65</u>	<u>1,051,274.01</u>	<u>2,011,460.64</u>	<u>2,072,626.20</u>	<u>(61,165.55)</u>

	01/08-10900	01/08-11000	
COLLECTIONS AGAINST RECEIVABLE			
collections up to 9/30/22	27,721,715.94	462,552.46	28,184,268.40
reverse prior year accrual	-	-	-
rollback taxes	-	4,823.19	4,823.19
motor vehicle taxes	163,774.01	-	163,774.01
accrual for Sept-coll in Oct	-	-	-
Total Collections	<u>27,885,489.95</u>	<u>467,375.65</u>	<u>28,352,865.60</u>
RECONCILIATION of RECEIVABLES			
Adjusted balance 9/30/22	-	2,420,117.99	2,420,117.99
Levy	28,910,952.02	-	28,910,952.02
adjustments to tax roll	121,095.11	(54,706.18)	66,388.93
Roll back taxes	-	18,141.31	18,141.31
Total tax collections	<u>(27,885,489.95)</u>	<u>(467,375.65)</u>	<u>(28,352,865.60)</u>
Total outstanding taxes 9/30/23	<u>1,146,557.18</u>	<u>1,916,177.47</u>	<u>3,062,734.65</u>

	01/08-300-31000	01/08-300-31200	
COLLECTIONS -REVENUE ACCOUNTS			
collections up to 9/30/22	27,721,715.94	462,552.46	28,184,268.40
reverse prior year accrual	-	(55,269.34)	(55,269.34)
rollback taxes	-	4,823.19	4,823.19
motor vehicle taxes	163,774.01	-	163,774.01
accrual for Sept-coll in Oct	-	-	-
Total Collections	<u>27,885,489.95</u>	<u>412,106.31</u>	<u>28,297,596.26</u>
county of hidalgo			
october collections	-	-	-
G/L at 9/30/23	27,885,489.95	412,106.31	28,297,596.26
audit adj.	-	-	-
adjusted total	<u>27,885,489.95</u>	<u>412,106.31</u>	<u>28,297,596.26</u>

RECONCILIATION:			
rollback tax receivables	15,645.05	-	15,645.05
O/S taxes w/out rollback	1,130,912.13	1,916,177.47	3,047,089.60
Total outstanding taxes 9/30/23	<u>1,146,557.18</u>	<u>1,916,177.47</u>	<u>3,062,734.65</u>

**CITY OF MISSION, TEXAS
COMBINED PROPERTY TAX COLLECTIONS, FY 22-23**

Item 32.

MONTH	CURRENT YEAR TAXES			PRIOR YEAR TAXES				TOTAL TAX COLLECTIONS	P & I		COSTS COLLECTED	LESS COMMISS.	Rendition Penalties	TOTAL COLLECTIONS
	General	I & S	Rollback	General	I & S	Rollback	prior yr accrual		General	I & S				
	01/08-300-31000		taxes	01/08-300-31200		taxes			01/08-300-31300		01-21880	01-417-34499	01-300-36150	
October	181,775.15	29,597.79	-	-	-	-	52,681.16	264,054.10	19,362.59	4,250.40	11,294.07	6,381.00	11.78	292,568.38
November	1,578,928.08	257,091.11	-	33,837.10	7,216.43	-	-	1,877,072.72	17,529.84	3,929.14	9,943.38	6,381.00	59.95	1,902,034.13
December	10,683,938.51	1,739,627.17	-	40,224.15	8,478.12	438.67	-	12,472,706.62	13,981.33	2,970.47	8,601.20	7,338.00	106.72	12,490,814.90
January	8,448,130.07	1,375,579.03	-	46,415.24	9,819.53	-	-	9,879,943.87	19,930.33	4,276.86	12,126.69	6,700.00	507.53	9,909,070.22
February	1,601,621.98	260,786.45	-	36,903.05	7,808.87	4,384.52	-	1,911,504.87	51,473.38	9,093.88	8,986.23	6,700.00	194.30	1,974,164.06
March	733,592.44	119,448.34	-	45,976.28	9,643.56	-	-	908,660.62	50,286.13	8,970.65	10,413.48	6,700.00	68.60	971,562.28
April	240,691.10	39,190.93	-	41,237.06	8,832.62	-	-	329,951.71	37,054.99	6,916.07	8,801.30	6,700.00	25.42	375,998.65
May	186,548.04	30,375.07	-	37,647.97	8,050.70	-	-	262,621.78	37,026.66	7,064.29	7,789.31	6,700.00	9.22	307,792.82
June	184,717.68	30,077.00	-	55,925.21	11,855.41	-	-	282,575.30	52,640.65	9,942.66	13,709.91	6,700.00	26.69	352,141.83
July	-	-	-	-	-	-	-	-	-	-	-	-	-	-
August	-	-	-	-	-	-	-	-	-	-	-	-	-	-
September	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Collections	23,839,943.05	3,881,772.89	-	338,166.06	71,705.24	4,823.19	52,681.16	28,189,091.59	299,285.90	57,414.42	91,665.57	60,300.00	1,010.21	28,576,147.27
VEHICLES	140,841.29	22,932.72	-	-	-	-	-	163,774.01	16,752.33	-	-	-	-	180,526.34
total coll tax office	23,980,784.34	3,904,705.61	-	338,166.06	71,705.24	4,823.19	52,681.16	28,352,865.60	316,038.23	57,414.42	91,665.57	60,300.00	1,010.21	28,756,673.61
Less revenue recognized in prior FY														-
Total curr yr rev	23,980,784.34	3,904,705.61	-	338,166.06	71,705.24	4,823.19	52,681.16	28,352,865.60						

**TAX COLLECTIONS
FOR THE MONTH OF JUNE, 2023**

	01-10900	01-11000	01-10900	01-21900	08-10900	08-11000	08-10900	08-21900							
	M&O				I&S				Total	P & I		Attorney	Less	Rendition	Total
DATE	Current	Delinquent	Rollback	Total	Current	Delinquent	Rollback	Total	Tax	General	I & S	Fees	Commission	Penalty	Collections
	01-300-31000	01-300-31200	taxes	M&O	08-300-31000	08-300-31200	taxes	I&S	Collections	01-300-31300	08-300-31300	01-2188	01-417-34499	01-300-36150	
06/01/23	13,232.54	5,932.28		19,164.82	2,154.62	1,257.35		3,411.97	22,576.79	3,515.27	674.42	860.80	6,700.00		20,927.28
06/02/23	6,208.90	778.29		6,987.19	1,010.97	173.06		1,184.03	8,171.22	1,324.08	254.92	238.29			9,988.51
06/05/23	7,834.47	2,114.97		9,949.44	1,275.64	428.22		1,703.86	11,653.30	1,905.52	340.84	530.78			14,430.44
06/06/23	8,896.69	1,608.15		10,504.84	1,448.61	351.71		1,800.32	12,305.16	1,789.14	334.09	338.68			14,767.07
06/07/23	4,592.50	1,825.38		6,417.88	747.76	386.83		1,134.59	7,552.47	1,076.43	205.63	417.56			9,252.09
06/08/23	5,097.39	1,105.13		6,202.52	830.03	230.96		1,060.99	7,263.51	863.46	148.75	67.87			8,343.59
06/09/23	6,187.89	(262.98)		5,924.91	1,007.54	(49.77)		957.77	6,882.68	295.69	23.39	(155.74)			7,046.02
06/10/23	(3,475.86)	(4,672.05)		(8,147.91)	(565.95)	(954.50)		(1,520.45)	(9,668.36)	(18.93)	(3.49)	-			(9,690.78)
06/12/23	4,560.27	1,052.26		5,612.53	742.54	224.16		966.70	6,579.23	1,296.96	251.27	245.86			8,373.32
06/13/23	10,149.58	2,919.45		13,069.03	1,652.63	630.37		2,283.00	15,352.03	2,677.08	520.69	626.86			19,176.66
06/14/23	3,688.31	7,068.97		10,757.28	600.55	1,469.38		2,069.93	12,827.21	3,569.47	713.62	1,827.09			18,937.39
06/15/23	1,490.78	542.66		2,033.44	242.74	114.36		357.10	2,390.54	404.96	74.85	134.34			3,004.69
06/16/23	1,538.55	190.23		1,728.78	250.51	38.51		289.02	2,017.80	251.02	41.54	16.06			2,326.42
06/20/23	8,870.01	1,391.74		10,261.75	1,444.29	298.46		1,742.75	12,004.50	1,571.69	286.88	333.50			14,196.57
06/21/23	2,123.06	661.22		2,784.28	345.70	137.61		483.31	3,267.59	590.29	108.73	156.12			4,122.73
06/22/23	11,287.24	1,518.35		12,805.59	1,837.87	324.54		2,162.41	14,968.00	2,045.33	358.34	290.49			17,662.16
06/23/23	3,051.95	1,512.10		4,564.05	496.94	327.63		824.57	5,388.62	1,062.47	210.75	327.57			6,989.41
06/26/23	11,933.70	1,607.97		13,541.67	1,943.11	338.99		2,282.10	15,823.77	2,360.90	416.25	401.68			19,002.60
06/27/23	10,621.30	2,814.68		13,435.98	1,729.44	677.36		2,406.80	15,842.78	2,904.91	603.16	175.46			19,526.31
06/28/23	10,345.46	2,309.25		12,654.71	1,684.52	477.64		2,162.16	14,816.87	2,535.08	455.00	591.71			18,398.66
06/29/23	7,526.22	2,723.75		10,249.97	1,225.46	573.01		1,798.47	12,048.44	2,070.56	380.77	629.68			15,129.45
06/30/23	48,956.73	21,183.41		70,140.14	7,971.48	4,399.53		12,371.01	82,511.15	18,549.27	3,542.26	5,655.25		26.69	110,231.24
Total	184,717.68	55,925.21	-	240,642.89	30,077.00	11,855.41	-	41,932.41	282,575.30	52,640.65	9,942.66	13,709.91	6,700.00	26.69	352,141.83
JE#				-				-	-						-
				-				-	-						-
				-				-	-						-
				-				-	-						-
Need to recd	184,717.68	55,925.21	-	240,642.89	30,077.00	11,855.41	-	41,932.41	282,575.30	52,640.65	9,942.66	13,709.91	6,700.00	26.69	352,141.83

O/S 182,288.26



CITY OF MISSION, TEXAS FINANCIAL SUMMARY REPORT as of June 30, 2023

Departments Funds	REVENUES			EXPENSES				
	Amended Budget	Actual Amount	YTD % Received	Amended Budget	Actual Amount	Encumb.	Actual w/Encumb.	YTD % Used
10-Legislative	-	-	0.00%	35,588	1,421	986	2,408	43.65%
11-Executive	-	-	0.00%	998,873	53,535	-	53,535	69.03%
12-Finance	446,000	3,483	4.01%	946,573	50,190	3,774	53,964	64.89%
13-Municipal Court	810,500	60,261	85.02% ¹	741,491	42,860	2,052	44,911	62.11%
14-Planning	1,480,000	148,103	95.37% ²	1,319,691	79,951	62,647	142,599	64.00%
15-Facilities Maint.	-	-	0.00%	1,210,369	97,665	60,710	158,375	72.75%
16-Fleet Maint.	-	-	0.00%	1,166,176	109,324	185,413	294,738	90.62% ¹
17-Organizational	46,388,000	1,905,838	81.27% ³	2,570,736	593,544	280,429	873,972	79.69%
18-Purchasing	-	-	0.00%	336,404	24,286	7,372	31,657	71.92%
19-City Secretary	213,200	10,366	50.85%	431,782	39,792	8,879	48,671	72.64%
22-Risk	25,000	-	77.48%	696,559	13,538	8,739	22,277	21.14%
24-Civil Service	-	-	0.00%	198,300	14,157	6,316	20,472	59.95%
25-Human Resources	-	-	0.00%	360,220	23,890	50	23,940	71.48%
26-Information Tech.	-	-	0.00%	1,138,944	85,268	106,437	191,704	77.63%
27-Media Relations	-	-	0.00%	324,098	24,273	429	24,702	70.74%
28-Legal	-	-	0.00%	561,239	52,741	7,320	60,060	63.26%
30-Police	1,417,518	241,391	73.00%	20,487,381	1,419,377	140,046	1,559,423	69.85%
31-Fire	45,000	4,879	714.70% ⁴	9,690,076	665,386	4,405,370	5,070,756	112.07% ²
32-Fire Prevention	-	-	0.00%	818,123	64,229	2,369	66,598	76.32%
40-Streets	-	-	0.00%	4,736,925	317,013	221,255	538,267	75.76%
43-Health Regulation & Inspection	89,500	5,230	52.56%	362,945	19,621	4,808	24,429	57.51%
44-Animal Welfare	-	-	0.00%	652,690	56,989	103,266	160,255	77.81%
51-Mission Historical Museum	-	-	0.00%	366,119	23,262	1,278	24,540	68.86%
60-Parks & Rec Administration	-	-	0.00%	271,590	18,823	309	19,132	68.46%
61-Parks	25,000	2,778	56.06%	2,934,585	175,662	85,039	260,701	59.48%
63-Recreation	46,500	13,485	98.66% ⁵	408,164	75,227	9,590	84,817	48.89%
64-Library	65,500	3,248	61.48%	1,489,140	99,306	45,601	144,907	64.64%
65-Bannworth Pool	45,000	10,773	43.25%	283,646	14,177	13,261	27,437	51.79%
67-Mayberry Pool	30,000	11,941	87.82% ⁵	339,212	53,330	10,563	63,893	57.42%
98-Transfers Out	2,783,707	-	0.00%	3,305,658	-	-	-	0.00%
GENERAL FUND	53,910,425	2,421,776	76.99%	59,183,297	4,308,834	5,784,307	10,093,142	72.56%
SPECIAL REVENUE FUNDS	35,816,355	501,300	10.76%	38,184,174	2,243,300	8,403,855	10,647,155	53.00%
CAPITAL PROJECTS FUNDS	14,281,634	5,169	16.55%	32,127,137	1,549,220	21,037,625	22,586,845	102.19%
DEBT SERVICE FUNDS	7,036,000	51,875	64.49%	6,162,067	-	-	-	884,260
UTILITY FUND	25,970,339	1,967,857	61.65%	25,860,006	1,249,136	1,126,760	2,375,896	55.34%
GOLF COURSE FUND	975,000	71,923	84.61%	1,598,144	122,348	74,248	196,596	57.67%
SOLID WASTE FUND	12,118,871	735,087	48.09%	12,549,631	590,988	4,880,771	5,471,759	71.64%
EVENT CENTER FUND	860,100	22,513	34.34%	877,333	59,353	52,850	112,203	59.38%
INTERNAL SERVICE FUND	7,180,583	682,300	70.62%	6,831,277	580,199	3,261	583,460	71.43%
Grand Total	158,149,307	6,459,801		183,373,066	10,703,378	41,363,677	52,067,055	

3rd Quarter
All Exp < 75%

Adjusted FUND BALANCE 6/30/2023	
8,482,596	
(5,579,095)	
15,744,912	
884,260	
4,406,105	
(5,431,573)	
6,082,803	
(413,206)	
136,494	
24,313,295	

¹ Increase in collection of fine and warrant fees.

³ Increase in inspection and construction fees due to high development.

³ Majority of property tax collections have been received.

⁴ Received reimbursements for ambulance services.

⁵ Summer program brings in majority of revenues.

¹ Fleet expenditures encumbered for supplies and Street vehicle repair & maintenance increased.

² Fire Encumbrance for Enforcer Pumper results in increase of budget percentage.

**CITY OF MISSION, TEXAS
GENERAL FUND
FINANCIAL STATEMENTS FOR THE MONTH ENDING 6/30/23**

	General Fund
Beginning Adjusted Fund Balance	\$ 10,369,653.50
Revenues:	
Property Taxes	293,283.54
Sales Taxes	1,458,100.76
Other Taxes	140,476.13
Licenses and permits	91,936.07
Intergovernmental Revenues	240,338.78
Charges for Services	124,031.18
Fines and Forfeits	63,219.20
Interest Earned	83.23
Miscellaneous	10,307.60
Total Revenues:	2,421,776.49
Transfers In:	-
Total Resources Available:	12,791,429.99
Expenditures:	
Legislative	1,421.47
Executive	53,534.59
Finance	50,190.07
Municipal Court	42,859.56
Planning	79,951.45
Facilities Maintenance	97,665.07
Fleet Maintenance	109,324.42
Organizational	593,543.51
Purchasing	24,285.57
City Secretary	39,791.70
Risk Management	13,538.08
Civil Service	14,156.59
Human Resources	23,890.37
Information Technology	85,267.53
Media Relations	24,273.20
Legal	52,740.63
Police	1,419,377.22
Fire	665,386.47
Fire Prevention	64,229.31
Streets	317,012.50
Health	19,620.57
Animal Welfare	56,989.10
Museum	23,261.84
Parks and Recreation	18,822.87
Parks	175,661.52
Recreation	75,226.87
Library	99,305.60
Bannworth Pool	14,176.50
Mayberry Pool	53,330.13
Total Expenditures:	4,308,834.31
Transfers - Out:	-
Ending Fund Balance: (adjusted)	\$ 8,482,595.68

**CITY OF MISSION, TEXAS
GENERAL FUND
FINANCIAL STATEMENTS FOR THE MONTH ENDING 6/30/23**

	General Fund
Assets:	
Cash:	4,203,343.58
Investments:	493,240.85
Prepaid items	16,264.09
Receivables:	
Taxes	761,373.10
Accounts	1,759,380.06
Less: allowance for uncollectibles	(1,920,860.00)
Accrued interest receivable	(2.73)
Due from other governments	293,718.00
Due from other funds	5,627,360.57
Long-term receivable	6,200.00
Inventory	24,195.68
Total Assets:	11,264,213.20
Liabilities and Fund Balance:	
Accounts payable	506,123.71
Other liabilities	(92,415.38)
Accrued payroll	(4,204.86)
Due to other funds	2,253,480.12
Deferred Revenue	118,633.93
Total Liabilities	2,781,617.52
Net Assets:	
Nonspendable	46,659.77
Committed	9,618,560.81
Unassigned	(1,182,624.90)
Total Fund Balance	\$ 8,482,595.68

FINANCIAL STATEMENT
AS OF: JUNE 30, 2023

01 -GENERAL FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUM.	BUDGET BALANCE
REVENUE SUMMARY						
	53,910,424.50	2,421,776.49	41,505,827.46	76.99	0.00	12,404,597.04
*** TOTAL REVENUES ***	53,910,424.50	2,421,776.49	41,505,827.46	76.99	0.00	12,404,597.04
EXPENDITURE SUMMARY						
10-LEGISLATIVE	35,588.00	1,421.47	14,548.13	43.65	986.43	20,053.44
11-EXECUTIVE	998,873.00	53,534.59	689,521.38	69.03	0.00	309,351.62
12-FINANCE	946,573.00	50,190.07	610,448.78	64.89	3,774.19	332,350.03
13-MUNICIPAL COURT	741,491.00	42,859.56	458,504.52	62.11	2,051.65	280,934.83
14-PLANNING	1,319,691.00	79,951.45	781,961.03	64.00	62,647.06	475,082.91
15-FACILITIES MAINTENANCE	1,210,369.00	97,665.07	819,786.15	72.75	60,709.87	329,872.98
16-FLEET MAINTENANCE	1,166,176.00	109,324.42	871,423.45	90.62	185,413.33	109,339.22
17-ORGANIZATIONAL EXPENSE	2,570,735.72	593,543.51	1,768,155.41	79.69	280,428.68	522,151.63
18-PURCHASING	336,404.00	24,285.57	234,573.82	71.92	7,371.56	94,458.62
19-CITY SECRETARY	431,782.00	39,791.70	304,767.39	72.64	8,879.00	118,135.61
22-RISK MANAGEMENT	696,559.00	13,538.08	138,487.29	21.14	8,739.35	549,332.36
23-ELECTIONS	0.00	0.00	0.00	0.00	0.00	0.00
24-CIVIL SERVICE	198,300.00	14,156.59	112,566.52	59.95	6,315.86	79,417.62
25-HUMAN RESOURCES	360,220.00	23,890.37	257,428.56	71.48	50.00	102,741.44
26-INFORMTION TECHNOLOGY	1,138,944.00	85,267.53	777,703.25	77.63	106,436.81	254,803.94
27-MEDIA RELATIONS	324,098.00	24,273.20	228,835.83	70.74	428.52	94,833.65
28-LEGAL	561,239.00	52,740.63	347,745.77	63.26	7,319.74	206,173.49
30-POLICE	20,487,381.00	1,419,377.22	14,170,213.37	69.85	140,046.21	6,177,121.42
31-FIRE	9,690,076.00	665,386.47	6,453,889.72	112.07	4,405,369.68	(1,169,183.40)
32-FIRE PREVENTION	818,123.00	64,229.31	622,007.50	76.32	2,368.67	193,746.83
40-STREETS	4,736,925.00	317,012.50	3,367,307.78	75.76	221,254.51	1,148,362.71
43-HEALTH REGULATION & IN	362,945.00	19,620.57	203,939.28	57.51	4,808.13	154,197.59
44-ANIMAL CONTROL	652,690.00	56,989.10	404,588.61	0.00	103,266.04	144,835.35
51-MISSION HISTORICAL MUS	366,119.00	23,261.84	250,838.33	68.86	1,278.00	114,002.67
60-PARKS & RECREATION ADM	271,590.00	18,822.87	185,609.32	68.46	308.85	85,671.83
61-PARKS	2,934,585.00	175,661.52	1,660,545.44	59.48	85,039.19	1,189,000.37
63-RECREATION	408,164.00	75,226.87	189,951.64	48.89	9,590.48	208,621.88
64-LIBRARY	1,489,140.00	99,305.60	916,950.05	64.64	45,601.40	526,588.55
65-BANNWORTH POOL	283,646.00	14,176.50	133,636.11	51.79	13,260.99	136,748.90
67-MAYBERRY POOL	339,212.00	53,330.13	184,204.44	57.42	10,563.28	144,444.28
99-TRANSFERS OUT	3,305,658.00	0.00	0.00	0.00	0.00	3,305,658.00
*** TOTAL EXPENDITURES ***	59,183,296.72	4,308,834.31	37,160,138.87	72.56	5,784,307.48	16,238,850.37

CITY OF MISSION, TEXAS
SPECIAL REVENUE BONDS
FINANCIAL STATEMENTS FOR
THE MONTH ENDING 6/30/23

	SPECIAL REVENUE PAGE 1					
	Total	CDBG Fund 04	Police State Sharing Fund 10	Police Federal Sharing Fund 11	Municipal Court Tech Fund 14	Designated Purpose (grants) Fund 15
Beginning Adjusted Fund Balance	\$ (3,837,095.43)	\$ (10,218.90)	\$ 80,327.34	\$ 368,243.21	\$ 238,660.90	\$ (4,834,741.88)
Revenues:						
Intergovernmental Revenues	363,830.88	251,094.66	3,000.00	-	-	84,736.24
Other taxes	8,855.24	-	-	-	-	-
Charges for Services	13,676.27	-	-	-	3,469.47	-
Interest Earned	11,352.89	-	-	(0.01)	-	10,793.16
Special Assessments	103,584.98	-	-	-	-	-
Total Revenues:	<u>501,300.26</u>	<u>251,094.66</u>	<u>3,000.00</u>	<u>(0.01)</u>	<u>3,469.47</u>	<u>95,529.40</u>
Transfers In:	-	-	-	-	-	-
Total Resources Available:	<u>(3,335,795.17)</u>	<u>240,875.76</u>	<u>83,327.34</u>	<u>368,243.20</u>	<u>242,130.37</u>	<u>(4,739,212.48)</u>
Expenditures:						
Police	117,364.44	-	-	15,573.19	-	101,791.25
Organizational	1,504,847.56	-	-	-	-	1,504,847.56
Municipal Court	2,879.68	-	-	-	200.58	-
Fire	44,477.71	-	-	-	-	44,477.71
Health	2,930.00	-	-	-	-	2,930.00
Media Capital Improvements	3,477.29	-	-	-	-	-
Tourist Promotion	154,999.98	-	-	-	-	-
Drainage	26,608.77	-	-	-	-	-
Perpetual Care	117.11	-	-	-	-	-
Boys & Girls Club	91,546.49	-	-	-	-	-
Veteran's Cemetery	44,132.49	-	-	-	-	-
CDBG	249,918.49	249,918.49	-	-	-	-
Total Expenditures:	<u>2,243,300.01</u>	<u>249,918.49</u>	<u>-</u>	<u>15,573.19</u>	<u>200.58</u>	<u>1,654,046.52</u>
Transfers - Out:	-	-	-	-	-	-
Ending Adjusted Fund Balance:	<u>\$ (5,579,095.18)</u>	<u>\$ (9,042.73)</u>	<u>\$ 83,327.34</u>	<u>\$ 352,670.01</u>	<u>\$ 241,929.79</u>	<u>\$ (6,393,259.00)</u>
Assets:						
Cash	13,754,648.42	250,069.00	52,703.70	356,613.90	242,130.37	10,427,150.16
Investments	775,397.59	-	31,398.33	(571.60)	-	-
Receivables:						
Accounts	335,451.77	168.81	-	2,828.10	-	240.25
Less: allowance for uncollectibles	(17,823.90)	-	-	-	-	-
Due from other governments	87,134.23	-	-	-	-	87,134.23
Due from other funds	1,356,846.39	765.67	-	-	-	575,505.93
Total Assets	<u>16,291,654.50</u>	<u>251,003.48</u>	<u>84,102.03</u>	<u>358,870.40</u>	<u>242,130.37</u>	<u>11,090,030.57</u>
Liabilities and Fund Balance:						
Accounts Payable	314,350.63	5,996.12	-	6,200.39	200.58	122,323.70
Retainage Payable	78,743.55	-	-	-	-	78,743.55
Other liabilities	20,497.67	634.24	774.69	-	-	11,059.71
Due to other funds	3,656,526.47	253,415.85	-	-	-	9,209.70
Deferred Revenue	17,800,631.36	-	-	-	-	17,261,952.91
Total Liabilities	<u>21,870,749.68</u>	<u>260,046.21</u>	<u>774.69</u>	<u>6,200.39</u>	<u>200.58</u>	<u>17,483,289.57</u>
Net Assets						
Restricted Fund Balance	<u>\$ (5,579,095.18)</u>	<u>\$ (9,042.73)</u>	<u>\$ 83,327.34</u>	<u>\$ 352,670.01</u>	<u>\$ 241,929.79</u>	<u>\$ (6,393,259.00)</u>

CITY OF MISSION, TEXAS
SPECIAL REVENUE BONDS
FINANCIAL STATEMENTS FOR
THE MONTH ENDING 6/30/23

SPECIAL REVENUE PAGE 2

	Drainage Assessment Fund 16	Cemetery Trust Fund 17	Records Preservation Fund 20	Speer Memorial Macdonald Fund 22	Hotel/Motel Tax Fund 24	Municipal Court Bldg Security Fund 25	Speer Memoria Breyfogle Fund 26
Beginning Adjusted Fund Balance	\$ 524,468.25	\$ 19,751.31	\$ 10,236.77	\$ 27,476.62	\$ 743,516.49	\$ 172,033.52	\$ 6,811.75
Revenues:							
Intergovernmental Revenues	-	-	-	-	-	-	-
Other taxes	-	-	-	-	8,855.24	-	-
Charges for Services	-	-	713.50	-	-	2,173.07	-
Interest Earned	518.12	-	-	-	20.81	-	-
Special Assessments	103,584.98	-	-	-	-	-	-
Total Revenues:	<u>104,103.10</u>	<u>-</u>	<u>713.50</u>	<u>-</u>	<u>8,876.05</u>	<u>2,173.07</u>	<u>-</u>
Transfers In:	-	-	-	-	-	-	-
Total Resources Available:	<u>628,571.35</u>	<u>19,751.31</u>	<u>10,950.27</u>	<u>27,476.62</u>	<u>752,392.54</u>	<u>174,206.59</u>	<u>6,811.75</u>
Expenditures:							
Police	-	-	-	-	-	-	-
Organizational	-	-	-	-	-	-	-
Municipal Court	-	-	-	-	-	-	-
Fire	-	-	-	-	-	-	-
Health	-	-	-	-	-	-	-
Media Capital Improvements	-	-	-	-	-	-	-
Tourist Promotion	-	-	-	-	154,999.98	-	-
Drainage	26,608.77	-	-	-	-	-	-
Perpetual Care	-	117.11	-	-	-	-	-
Boys & Girls Club	-	-	-	-	-	-	-
Veteran's Cemetery	-	-	-	-	-	-	-
CDBG	-	-	-	-	-	-	-
Total Expenditures:	<u>26,608.77</u>	<u>117.11</u>	<u>-</u>	<u>-</u>	<u>154,999.98</u>	<u>-</u>	<u>-</u>
Transfers - Out:	-	-	-	-	-	-	-
Ending Adjusted Fund Balance:	<u>\$ 601,962.58</u>	<u>\$ 19,634.20</u>	<u>\$ 10,950.27</u>	<u>\$ 27,476.62</u>	<u>\$ 597,392.56</u>	<u>\$ 174,206.59</u>	<u>\$ 6,811.75</u>
Assets:							
Cash	532,545.16	19,634.20	10,950.27	27,476.62	469,808.20	174,778.19	6,811.75
Investments	472,738.95	-	-	-	65,487.10	(571.60)	-
Receivables:							
Accounts	114,652.25	-	-	-	217,097.24	-	-
Less: allowance for uncollectibles	(17,823.90)	-	-	-	-	-	-
Due from other governments	-	-	-	-	-	-	-
Due from other funds	57.92	-	-	-	-	-	-
Total Assets	<u>1,102,170.38</u>	<u>19,634.20</u>	<u>10,950.27</u>	<u>27,476.62</u>	<u>752,392.54</u>	<u>174,206.59</u>	<u>6,811.75</u>
Liabilities and Fund Balance:							
Accounts Payable	79.86	-	-	-	154,999.98	-	-
Retainage Payable	-	-	-	-	-	-	-
Other liabilities	127.94	-	-	-	-	-	-
Due to other funds	500,000.00	-	-	-	-	-	-
Deferred Revenue	-	-	-	-	-	-	-
Total Liabilities	<u>500,207.80</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>154,999.98</u>	<u>-</u>	<u>-</u>
Net Assets							
Restricted Fund Balance	<u>\$ 601,962.58</u>	<u>\$ 19,634.20</u>	<u>\$ 10,950.27</u>	<u>\$ 27,476.62</u>	<u>\$ 597,392.56</u>	<u>\$ 174,206.59</u>	<u>\$ 6,811.75</u>

CITY OF MISSION, TEXAS
SPECIAL REVENUE BONDS
FINANCIAL STATEMENTS FOR
THE MONTH ENDING 6/30/23

SPECIAL REVENUE PAGE 3

	1	Park Dedication Fund 27	Juevenile Case Manager Fund 28	Capital Asset Replacement Fund 29	PEG Capital Fund Fund 30	Boys & Girls Club Fund 32	Veteran's Cemetery Fund 35	Tax Increment Fund 81
Beginning Adjusted Fund Balance	\$	-	\$ 175,882.39	\$(625,179.89)	\$ 679,134.27	\$(1,306,590.01)	\$(110,462.29)	\$ 3,554.72
Revenues:								
Intergovernmental Revenues	-	-	-	-	24,999.98	-	-	-
Other taxes	-	-	-	-	-	-	-	-
Charges for Services	-	2,330.23	-	-	4,990.00	-	-	-
Interest Earned	-	-	-	20.81	-	-	-	-
Special Assessments	-	-	-	-	-	-	-	-
Total Revenues:	-	2,330.23	-	20.81	29,989.98	-	-	-
Transfers In:	-	-	-	-	-	-	-	-
Total Resources Available:	-	178,212.62	(625,179.89)	679,155.08	(1,276,600.03)	(110,462.29)	3,554.72	
Expenditures:								
Police	-	-	-	-	-	-	-	-
Organizational	-	-	-	-	-	-	-	-
Municipal Court	-	2,679.10	-	-	-	-	-	-
Fire	-	-	-	-	-	-	-	-
Health	-	-	-	-	-	-	-	-
Media Capital Improvements	-	-	-	3,477.29	-	-	-	-
Tourist Promotion	-	-	-	-	-	-	-	-
Drainage	-	-	-	-	-	-	-	-
Perpetual Care	-	-	-	-	-	-	-	-
Boys & Girls Club	-	-	-	-	91,546.49	-	-	-
Veteran's Cemetery	-	-	-	-	-	44,132.49	-	-
CDBG	-	-	-	-	-	-	-	-
Total Expenditures:	-	2,679.10	-	3,477.29	91,546.49	44,132.49	-	-
Transfers - Out:	-	-	-	-	-	-	-	-
Ending Adjusted Fund Balance:	\$	-	\$ 175,533.52	\$(625,179.89)	\$ 675,677.79	\$(1,368,146.52)	\$(154,594.78)	\$ 3,554.72
Assets:								
Cash	538,678.45	176,437.07	-	468,761.38	-	100.00	-	-
Investments	-	-	-	206,916.41	-	-	-	-
Receivables:								
Accounts	-	-	-	-	465.12	-	-	-
Less: allowance for uncollectibles	-	-	-	-	-	-	-	-
Due from other governments	-	-	-	-	-	-	-	-
Due from other funds	-	-	520,887.76	-	-	-	-	259,629.11
Total Assets	538,678.45	176,437.07	520,887.76	675,677.79	465.12	100.00	259,629.11	
Liabilities and Fund Balance:								
Accounts Payable	-	-	-	-	21,018.53	3,531.47	-	-
Retainage Payable	-	-	-	-	-	-	-	-
Other liabilities	-	488.99	-	-	5,244.19	2,167.91	-	-
Due to other funds	-	414.56	1,146,067.65	-	1,342,348.92	148,995.40	256,074.39	-
Deferred Revenue	538,678.45	-	-	-	-	-	-	-
Total Liabilities	538,678.45	903.55	1,146,067.65	-	1,368,611.64	154,694.78	256,074.39	
Net Assets								
Restricted Fund Balance	\$	-	\$ 175,533.52	\$(625,179.89)	\$ 675,677.79	\$(1,368,146.52)	\$(154,594.78)	\$ 3,554.72

**CITY OF MISSION, TEXAS
CAPITAL PROJECTS FUNDS
FINANCIAL STATEMENTS FOR THE MONTH ENDING 06/30/23**

	Total	Capital Projects Fund 09	2018 CO Fund 75	2021 CO Fund 76
Beginning Adjusted Fund Balance	\$ 17,288,963.01	\$ (2,772,834.88)	\$ 5,183,460.82	\$ 14,878,337.07
Revenues:				
Interest Earned	5,168.74	-	926.11	4,242.63
Total Revenues:	5,168.74	-	926.11	4,242.63
Transfers In:	-	-	-	-
Total Resources Available:	<u>17,294,131.75</u>	<u>(2,772,834.88)</u>	<u>5,184,386.93</u>	<u>14,882,579.70</u>
Expenditures:				
Facilities-Police & Fire Substation	346,518.99	346,518.99	-	-
Streets-Taylor Rd	345,982.58	345,982.58	-	-
Streets-S Inspiration Military Loop	52,158.80	52,158.80	-	-
Facilities-Tom Landry Building	41,164.52	-	41,164.52	-
Facilities-City Hall Roof	6,356.64	-	6,356.64	-
Drainage - Glasscock	4,620.65	-	-	4,620.65
Drainage - Tulip	17,208.22	-	-	17,208.22
Drainage - Stewart A	406,109.12	-	-	406,109.12
Drainage - Esperanza	329,100.67	-	-	329,100.67
Total Expenditures:	<u>1,549,220.19</u>	<u>744,660.37</u>	<u>47,521.16</u>	<u>757,038.66</u>
Transfers - Out:	-	-	-	-
Ending Adjusted Fund Balance:	<u>\$ 15,744,911.56</u>	<u>\$ (3,517,495.25)</u>	<u>\$ 5,136,865.77</u>	<u>\$ 14,125,541.04</u>
Assets:				
Cash:	5,251,454.50	-	1,064,928.31	4,186,526.19
Investments:	14,362,680.35	-	4,085,402.52	10,277,277.83
Receivables:				
Accounts	1,990,757.93	1,990,757.93	-	-
Accrued interest receivable	(2.80)	-	-	(2.80)
Due from other governments	875,577.55	875,577.55	-	-
Due from other funds	487,740.97	487,740.97	-	-
Total Assets	<u>22,968,208.50</u>	<u>3,354,076.45</u>	<u>5,150,330.83</u>	<u>14,463,801.22</u>
Liabilities and Fund Balance:				
Accounts Payable	24,953.31	11,488.25	13,465.06	-
Retainage Payable	653,530.10	315,269.92	-	338,260.18
Deferred Revenue - Taylor Rd	783,376.01	783,376.01	-	-
Due to other funds	5,761,437.52	5,761,437.52	-	-
Total Liabilities	<u>7,223,296.94</u>	<u>6,871,571.70</u>	<u>13,465.06</u>	<u>338,260.18</u>
Net Assets				
Restricted Fund Balance	<u>\$ 15,744,911.56</u>	<u>\$ (3,517,495.25)</u>	<u>\$ 5,136,865.77</u>	<u>\$ 14,125,541.04</u>

**CITY OF MISSION, TEXAS
DEBT SERVICE FUND
FINANCIAL STATEMENTS FOR THE MONTH ENDING 6/30/23**

	Debt Service Fund 08
Beginning Unadjusted Fund Balance	\$ 832,385.42
Revenues:	
Property Taxes	51,875.07
Total Revenues:	<u>51,875.07</u>
Transfers In:	-
Total Resources Available:	<u><u>884,260.49</u></u>
Expenditures:	
Principal	-
Fiscal fees	-
Total Expenditures:	<u>-</u>
Transfers - Out:	-
Adjusted Fund Balance:	<u><u>\$ 884,260.49</u></u>
Assets:	
Cash:	-
Investments:	235,424.52
Receivables:	
Taxes	2,300,220.11
Less: allowance for uncollectibles	(192,141.30)
Due from Other Funds:	<u>693,044.18</u>
Total Assets	<u><u>3,036,547.51</u></u>
Liabilities and Fund Balance:	
Due to other funds	44,208.21
Deferred Revenue	2,108,078.81
Total Liabilities	<u><u>2,152,287.02</u></u>
Net Assets:	
Restricted Fund Balance	<u><u>\$ 884,260.49</u></u>

**CITY OF MISSION, TEXAS
UTILITY ENTERPRISE FUND
FINANCIAL STATEMENTS FOR THE MONTH ENDING 06/30/23
ADJUSTED**

	Total Utility Funds 02	Utility Fund	Utility Reserve & Ext Funds	Utility I&S Funds	Utility Capital Project Fund
Beginning Adjusted Retain Earnings	\$ 3,687,383.91	\$ 635,968.62	\$ 777,784.36	\$ 2,102,635.75	\$ 170,995.18
Revenues:					
Charges for Services	1,953,179.63	1,953,179.63	-	-	-
Interest Earned	4,144.65	2,718.47	510.80	787.31	128.07
Miscellaneous	522.50	(19,477.50)	-	20,000.00	-
Special Assessments	10,010.00	10,010.00	-	-	-
Total Revenues:	1,967,856.78	1,946,430.60	510.80	20,787.31	128.07
Transfers In:	405,715.37	-	-	405,715.37	-
Total Resources Available:	6,060,956.06	2,582,399.22	778,295.16	2,529,138.43	171,123.25
Expenditures:					
Administration	66,910.58	66,910.58	-	-	-
Water Distribution	366,873.80	366,873.80	-	-	-
Water Treatment	124,694.11	124,694.11	-	-	-
Wastewater Treatment	255,285.60	255,285.60	-	-	-
Industrial Pre-Treatment	20,642.77	20,642.77	-	-	-
Utility Billing and Collecting	143,527.60	143,527.60	-	-	-
Organizational Expense	73,775.03	73,775.03	-	-	-
Meter Readers	33,177.19	33,177.19	-	-	-
North Water Plant	164,249.30	164,249.30	-	-	-
Golf Course:					
Club House	-	-	-	-	-
Grounds	-	-	-	-	-
Restaurant	-	-	-	-	-
Organizational	-	-	-	-	-
Solid Waste	-	-	-	-	-
Event Center	-	-	-	-	-
Bond Payments & Fees	-	-	-	-	-
Total Expenditures:	1,249,135.98	1,249,135.98	-	-	-
Transfers - Out:	405,715.37	405,715.37	-	-	-
Ending Retain Earnings: (adjusted)	\$ 4,406,104.71	\$ 927,547.87	\$ 778,295.16	\$ 2,529,138.43	\$ 171,123.25
Assets:					
Cash:	5,193,863.16	5,193,863.16	-	-	-
Investments:	1,159,855.89	1,159,855.89	-	-	-
Prepaid items	6,100.00	6,100.00	-	-	-
Receivables:					
Accounts	2,302,409.18	2,302,409.18	-	-	-
Less: allowance for uncollectibles	(333,370.50)	(333,370.50)	-	-	-
Accrued interest receivable	1,074.99	1,074.99	-	-	-
Due from other funds	634,788.66	537,902.11	95,833.00	1,000.00	53.55
Inventory	186,866.82	186,866.82	-	-	-
Total Current Assets	9,151,588.20	9,054,701.65	95,833.00	1,000.00	53.55
Non-Current Assets					
Restricted Assets:					
Cash and cash equivalents	14,566,701.77	12,404,868.05	353,926.02	1,636,838.00	171,069.70
Investments	1,739,397.53	519,560.96	328,536.14	891,300.43	-
Accrued interest	33.98	33.98	-	-	-
Deferred charges	639,980.02	639,980.02	-	-	-
Long-term receivable	19,486.06	19,486.06	-	-	-
Capital Assets:					
Land, water rights, and construction in progress	37,872,790.05	37,872,790.05	-	-	-
Other capital assets, net of accumulated depreciation	56,397,305.94	56,397,305.94	-	-	-
Total Non-current assets	111,235,695.35	107,854,025.06	682,462.16	2,528,138.43	171,069.70
Total Assets:	120,387,283.55	116,908,726.71	778,295.16	2,529,138.43	171,123.25
Liabilities:					
Accounts Payable	30,259.25	30,259.25	-	-	-
Retainage payable	225,931.08	225,931.08	-	-	-
Accrued interest payable	240,975.69	240,975.69	-	-	-
Other liabilities	35,270.79	35,270.79	-	-	-
Compensated absences	174,111.23	174,111.23	-	-	-
Accrued payroll	15,310.83	15,310.83	-	-	-
Due to other funds	5,693,725.16	5,693,725.16	-	-	-
Customer deposits	2,877,454.74	2,877,454.74	-	-	-
Deferred Revenue	885,584.50	885,584.50	-	-	-
Current portion of long-term	1,262,139.65	1,262,139.65	-	-	-
Subdividers deposits	2,762,523.70	2,762,523.70	-	-	-
Leases	883,688.67	883,688.67	-	-	-
Long-term obligations:	39,090,131.95	39,090,131.95	-	-	-
Total Liabilities	54,177,107.24	54,177,107.24	-	-	-
Net Assets:					
Nonspendable	61,804,071.60	61,804,071.60	-	-	-
Restricted	3,478,556.84	-	778,295.16	2,529,138.43	171,123.25
Committed	2,715,696.16	2,715,696.16	-	-	-
Unassigned	(1,788,148.29)	(1,788,148.29)	-	-	-
Total Net Assets:	\$ 66,210,176.31	\$ 62,731,619.47	\$ 778,295.16	\$ 2,529,138.43	\$ 171,123.25

FINANCIAL STATEMENT
AS OF: JUNE 30, 2023

02 -UTILITY FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUM.	BUDGET BALANCE
REVENUE SUMMARY						
	25,970,339.00	1,967,856.78	16,010,390.89	61.65	0.00	9,959,948.11
*** TOTAL REVENUES ***	25,970,339.00	1,967,856.78	16,010,390.89	61.65	0.00	9,959,948.11
EXPENDITURE SUMMARY						
10-ADMINISTRATION	1,159,438.00	66,910.58	677,786.90	58.47	170.17	481,480.93
12-WATER DISTRIBUTION/SEW	4,801,072.00	366,873.80	2,910,352.83	68.92	398,581.19	1,492,137.98
13-SOUTH WATER PLANT	2,225,649.00	124,694.11	1,275,330.94	70.45	292,579.93	657,738.13
14-WASTEWATER TREATMENT	4,747,199.00	255,285.60	2,903,864.51	61.02	(7,212.90)	1,850,547.39
15-INDUSTRIAL PRE-TREATME	321,395.00	20,642.77	129,173.18	40.38	606.30	191,615.52
16-UTILITY BILLING AND CO	775,792.00	143,527.60	515,447.11	69.57	24,264.17	236,080.72
17-ORGANIZATIONAL EXPENSE	5,603,160.00	73,775.03	4,803,419.44	86.25	29,490.25	770,250.31
18-METER READERS	665,233.00	33,177.19	376,569.06	57.00	2,601.83	286,062.11
30-NORTH WATER PLANT	2,777,361.00	164,249.30	2,232,417.76	94.27	385,678.74	159,264.50
61-2015 TWDB BONDS	0.00	0.00	0.00	0.00	0.00	0.00
63-2021 PSI BOND	0.00	0.00	0.00	0.00	0.00	0.00
99-TRANSFERS OUT	2,783,707.00	0.00	0.00	0.00	0.00	2,783,707.00
98-CONTRA ACCOUNTS	0.00	0.00	(2,640,000.00)	0.00	0.00	2,640,000.00
*** TOTAL EXPENDITURES ***	25,860,006.00	1,249,135.98	13,184,361.73	55.34	1,126,759.68	11,548,884.59

CITY OF MISSION, TEXAS
ALL OTHER ENTERPRISE FUNDS
FINANCIAL STATEMENTS FOR THE MONTH ENDING 06/30/23
ADJUSTED

	Golf Course Fund 03	Solid Waste Fund 05	Event Center Fund 23
Beginning Adjusted Retain Earnings	\$ (5,381,147.90)	\$ 5,938,703.44	\$ (377,365.99)
Revenues:			
Charges for Services	71,709.29	734,910.30	22,512.61
Interest Earned	-	-	-
Miscellaneous	213.61	177.06	-
Special Assessments	-	-	-
Total Revenues:	71,922.90	735,087.36	22,512.61
Transfers In:	-	-	-
Total Resources Available:	(5,309,225.00)	6,673,790.80	(354,853.38)
Expenditures:			
Administration	-	-	-
Water Distribution	-	-	-
Water Treatment	-	-	-
Wastewater Treatment	-	-	-
Industrial Pre-Treatment	-	-	-
Utility Billing and Collecting	-	-	-
Organizational Expense	-	-	-
Meter Readers	-	-	-
North Water Plant	-	-	-
Golf Course:			
Club House	49,907.64	-	-
Grounds	52,574.23	-	-
Restaurant	12,467.01	-	-
Organizational	2,659.37	-	-
Solid Waste	-	590,987.58	-
Event Center	-	-	58,352.78
Bond Payments & Fees	4,739.59	-	-
Total Expenditures:	122,347.84	590,987.58	58,352.78
Transfers - Out:	-	-	-
Ending Retain Earnings: (adjusted)	\$ (5,431,572.84)	\$ 6,082,803.22	\$ (413,206.16)
Assets:			
Cash:	650.00	2,651,057.46	2,500.00
Investments:	-	473,150.50	-
Prepaid items	5,000.00	-	4,115.00
Receivables:			
Accounts	4,867.11	846,575.00	6,214.12
Less: allowance for uncollectibles	-	(138,727.23)	-
Accrued interest receivable	-	(1.35)	-
Due from other funds	-	-	-
Inventory	44,737.92	-	17,713.00
Total Current Assets	55,255.03	3,832,054.38	30,542.12
Non-Current Assets			
Restricted Assets:			
Cash and cash equivalents	37,801.69	-	-
Investments	-	-	-
Accrued interest	-	-	-
Deferred charges	59,646.51	142,787.49	19,500.33
Long-term receivable	3,448.47	8,255.26	1,127.41
Capital Assets:			
Land, water rights, and construction in progress	1,642,918.52	-	-
Other capital assets, net of accumulated depreciation	1,729,435.13	3,867,694.29	62,621.10
Total Non-current assets	3,473,250.32	4,018,737.04	83,248.84
Total Assets:	3,528,505.35	7,850,791.42	113,790.96
Liabilities:			
Accounts Payable	3,393.49	477,086.61	18,501.62
Retainage payable	-	-	-
Accrued interest payable	424.43	1,224.09	1.87
Other liabilities	74,667.06	124,715.33	3,029.19
Compensated absences	12,345.44	14,610.92	-
Accrued payroll	1,066.11	2,070.49	-
Due to other funds	3,143,026.91	467,656.45	388,326.11
Customer deposits	-	-	-
Deferred Revenue	182,058.94	375,177.70	80,475.63
Current portion of long-term	100,737.53	12,665.07	3,041.67
Subdividers deposits	-	-	-
Leases	300,164.99	55,797.01	5,409.36
Long-term obligations:	110,374.38	236,984.53	28,211.67
Total Liabilities	3,928,259.28	1,767,988.20	526,997.12
Net Assets:			
Nonspendable	5,035,419.86	3,398,319.55	80,334.10
Restricted	37,154.24	-	-
Committed	-	2,148,818.16	-
Unassigned	(5,431,572.84)	535,665.51	(493,540.26)
	\$ (358,998.74)	\$ 6,082,803.22	\$ (413,206.16)

**CITY OF MISSION, TEXAS
INTERNAL SERVICE FUNDS
FINANCIAL STATEMENTS FOR THE MONTH ENDING 6/30/23**

	Total
Beginning Adjusted Fund Balance	\$ 34,391.56
Revenues:	
Charges for Services	477,559.37
Stop Loss & Other Rebates	203,591.04
Miscellaneous	1,150.00
Total Revenues:	682,300.41
Transfers In:	-
Total Resources Available:	716,691.97
Expenditures:	
Insurance claim drafts	286,014.92
Premium payments	252,382.41
Organizational Cost	41,801.00
Total Expenditures:	580,198.33
Transfers - Out:	-
Ending Adjusted Fund Balance:	\$ 136,493.64
Assets:	
Cash:	202,160.68
Investments:	4,489.05
Receivables:	
Accounts receivable	4,527.87
Total Assets:	211,177.60
Liabilities:	
Accounts Payable	74,683.96
Total Liabilities	\$ 74,683.96
Net Assets:	
Restricted Fund Balance	\$ 136,493.64



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: August 28, 2023

PRESENTED BY: Juan Pablo "JP" Terrazas, P.E., Asst. City Manager

AGENDA ITEM: Approval of Resolution # _____ establishing a commitment to participate in a Texas Department of Transportation Construction Project described as Safety Improvements at Mile 2 Rd. At Holland/Trosper Rd., Stewart Rd., Glasscock Rd., Bryan Rd.; Los Ebanos Rd. at Griffin Parkway, and First St. at Conway Ave - Terrazas

NATURE OF REQUEST:

The parties shall be responsible for Utilities, Environmental Assessment and Mitigation, Architectural and Engineering Services, Construction and Right of Way and Real Property the project will consist of installation of traffic signals at the intersections of Mile 2 Rd. and Holland/Trosper Rd., Stewart Rd., and Glasscock Rd; and the improvements of existing traffic signals at Mile 2 Rd. and Bryan Rd., at Los Ebanos Rd. and Griffin Parkway, and at First St. and Conway Ave.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, HIDALGO COUNTY, ESTABLISHING A COMMITMENT TO PARTICIPATE IN A TEXAS DEPARTMENT OF TRANSPORTATION CONSTRUCTION PROJECT, MORE SPECIFICALLY KNOWN AS A HIGHWAY IMPROVEMENT OR OTHER TRANSPORTATION PROJECT GENERALLY DESCRIBED AS SAFETY IMPROVEMENTS AT MILE 2 RD. AT HOLLAND/TROSPER RD., STEWART RD., GLASSCOCK RD., BRYAN RD.; LOS EBANOS RD. AT GRIFFIN PARKWAY, AND FIRST ST. AT CONWAY AVE. AND AUTHORIZING THE MAYOR TO EXECUTE THE LOCAL TRANSPORTATION PROJECT ADVANCE FUNDING AGREEMENT

WHEREAS, The Texas Transportation Commission passed Minute Order 116292, authorizing the State to undertake and complete a highway improvement or other transportation project generally described as safety improvements at Mile 2 Rd. at Holland/Trospers Rd., Stewart Rd., Glasscock Rd., Bryan Rd.; Los Ebanos Rd. at Griffin Parkway, and First St. at Conway Ave.; and,

WHEREAS, the parties shall be responsible for Utilities, Environmental Assessment and Mitigation, Architectural and Engineering Services, Construction and Right of Way and Real Property the project will consist of installation of traffic signals at the intersections of Mile 2 Rd. and Holland/Trospers Rd., Stewart Rd., and Glasscock Rd; and the improvements of existing traffic signals at Mile 2 Rd. and Bryan Rd., at Los Ebanos Rd. and Griffin Parkway, and at First St. and Conway Ave; and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, the City of Mission is willing to participate in this project, which will better serve the transportation needs of the residents of our community; and

WHEREAS, authorization is given to the Mayor to execute the Advance Funding Agreement for surface transportation block grant project off-system, and

NOW THEREFORE, be it resolved that the City of Mission will pay for the project costs as per Attachment “B” of the Advance Funding Agreement with the Texas Department of Transportation.

READ, CONSIDERED AND APPROVED this the 28th day of August, 2023.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-501	AFA ID	Z00006745 Z00006746 Z00006747 Z00006748 Z00006749 Z00006750	CFDA No.	20.205
AFA CSJs	0921-02-502, 0921-02-503, 0921-02-517, 0921-02-518, 0921-02-519			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	28500		
Project Name	Mile 2 Rd. at Holland/Trosper Rd., Stewart Rd., Glasscock Rd., Bryan Rd.; Los Ebanos Rd. at Griffin Parkway; First St. at Conway Ave.			<i>AFA Not Used For Research & Development</i>	

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT
For
Highway Safety Improvement Program
Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of Mission**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116292** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **safety improvements at Mile 2 Rd. at Holland/Trosper Rd., Stewart Rd., Glasscock Rd., Bryan Rd.; Los Ebanos Rd. at Griffin Parkway, and First St.**

TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-501	AFA ID	Z00006745 Z00006746 Z00006747 Z00006748 Z00006749 Z00006750	CFDA No.	20.205
AFA CSJs	0921-02-502, 0921-02-503, 0921-02-517, 0921-02-518, 0921-02-519			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	28500	<i>AFA Not Used For Research & Development</i>	
Project Name	Mile 2 Rd. at Holland/Trosper Rd., Stewart Rd., Glasscock Rd., Bryan Rd.; Los Ebanos Rd. at Griffin Parkway; First St. at Conway Ave.				

at Conway Ave. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated **{Enter Date of Resolution}**, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	Local Government	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government	Right of Way and Real Property	Article 14

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of installation of traffic signals at the intersections of Mile 2 Rd. and Holland/Trosper Rd., Stewart Rd., and Glasscock Rd; and the improvements of existing traffic signals at Mile 2 Rd. and Bryan Rd., at Los

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District #	Pharr-21	Code Chart 64#	28500		
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Ebanos Rd. and Griffin Parkway, and at First St. and Conway Ave as shown on Attachment A

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary

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- engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

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- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. 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.

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R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government’s proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government’s failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State’s request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem’s mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

TxDOT:				Federal Highway Administration:	
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11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State’s *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.

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- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform

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Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.

- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State’s authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government’s appraisal, determine the fair market value and credit that amount towards the Local Government’s financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be

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accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.

- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

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All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of Mission ATTN: City Mayor 1201 East 8 th Street Mission, TX 78572	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither 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.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government.

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20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement’s subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government’s procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

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25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government 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 facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - 1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 - 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.

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F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. 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.
- B. 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).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. 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.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. 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

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- H. programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which 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 entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination 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.
- K. 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, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State’s federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State’s DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.

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- D. The Local Government shall follow all other parts of the State’s DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation’s Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State’s DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government 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 DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.*

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is

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currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 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.

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30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform;> and
 - 3. Report the total compensation and names of its top five 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.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government 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 by email at singleaudits@txdot.gov.

TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-501	AFA ID	Z00006745 Z00006746 Z00006747 Z00006748 Z00006749 Z00006750	CFDA No.	20.205
AFA CSJs	0921-02-502, 0921-02-503, 0921-02-517, 0921-02-518, 0921-02-519			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	28500		
Project Name	Mile 2 Rd. at Holland/Trosper Rd., Stewart Rd., Glasscock Rd., Bryan Rd.; Los Ebanos Rd. at Griffin Parkway; First St. at Conway Ave.			<i>AFA Not Used For Research & Development</i>	

- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ 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 Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-501	AFA ID	Z00006745 Z00006746 Z00006747 Z00006748 Z00006749 Z00006750	CFDA No.	20.205
AFA CSJs	0921-02-502, 0921-02-503, 0921-02-517, 0921-02-518, 0921-02-519			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	28500		
Project Name	Mile 2 Rd. at Holland/Trosper Rd., Stewart Rd., Glasscock Rd., Bryan Rd.; Los Ebanos Rd. at Griffin Parkway; First St. at Conway Ave.			<i>AFA Not Used For Research & Development</i>	

32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Kenneth Stewart
Typed or Printed Name

Director of Contract Services
Typed or Printed Title

Date

Signature

Norie Gonzalez Garza
Typed or Printed Name

City Mayor
Typed or Printed Title

Date

TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-501	AFA ID	Z00006745 Z00006746 Z00006747 Z00006748 Z00006749 Z00006750	CFDA No.	20.205
AFA CSJs	0921-02-502, 0921-02-503, 0921-02-517, 0921-02-518, 0921-02-519			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	28500		
Project Name	Mile 2 Rd. at Holland/Trosper Rd., Stewart Rd., Glasscock Rd., Bryan Rd.; Los Ebanos Rd. at Griffin Parkway; First St. at Conway Ave.			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**

CSJ : 0921-02-501

Mile 2 Rd at Holland/Trosper Rd



TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-501	AFA ID	Z00006745 Z00006746 Z00006747 Z00006748 Z00006749 Z00006750	CFDA No.	20.205
AFA CSJs	0921-02-502, 0921-02-503, 0921-02-517, 0921-02-518, 0921-02-519			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	28500	<i>AFA Not Used For Research & Development</i>	
Project Name	Mile 2 Rd. at Holland/Trosper Rd., Stewart Rd., Glasscock Rd., Bryan Rd.; Los Ebanos Rd. at Griffin Parkway; First St. at Conway Ave.				

**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**

CSJ : 0921-02-502

Mile 2 Rd at Stewart Rd.



TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-501	AFA ID	Z00006745 Z00006746 Z00006747 Z00006748 Z00006749 Z00006750	CFDA No.	20.205
AFA CSJs	0921-02-502, 0921-02-503, 0921-02-517, 0921-02-518, 0921-02-519			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	28500		
Project Name	Mile 2 Rd. at Holland/Trosper Rd., Stewart Rd., Glasscock Rd., Bryan Rd.; Los Ebanos Rd. at Griffin Parkway; First St. at Conway Ave.			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**

CSJ : 0921-02-503

Mile 2 Rd at Glasscock Rd



TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-501	AFA ID	Z00006745 Z00006746 Z00006747 Z00006748 Z00006749 Z00006750	CFDA No.	20.205
AFA CSJs	0921-02-502, 0921-02-503, 0921-02-517, 0921-02-518, 0921-02-519			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	28500	<i>AFA Not Used For Research & Development</i>	
Project Name	Mile 2 Rd. at Holland/Trosper Rd., Stewart Rd., Glasscock Rd., Bryan Rd.; Los Ebanos Rd. at Griffin Parkway; First St. at Conway Ave.				

**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**

CSJ : 0921-02-517

Mile 2 Rd at Bryan Rd.



TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-501	AFA ID	Z00006745 Z00006746 Z00006747 Z00006748 Z00006749 Z00006750	CFDA No.	20.205
AFA CSJs	0921-02-502, 0921-02-503, 0921-02-517, 0921-02-518, 0921-02-519			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	28500		
Project Name	Mile 2 Rd. at Holland/Trosper Rd., Stewart Rd., Glasscock Rd., Bryan Rd.; Los Ebanos Rd. at Griffin Parkway; First St. at Conway Ave.			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**

CSJ : 0921-02-518

Los Ebanos at Griffin Parkway



TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-501	AFA ID	Z00006745 Z00006746 Z00006747 Z00006748 Z00006749 Z00006750	CFDA No.	20.205
AFA CSJs	0921-02-502, 0921-02-503, 0921-02-517, 0921-02-518, 0921-02-519			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	28500		
Project Name	Mile 2 Rd. at Holland/Trosper Rd., Stewart Rd., Glasscock Rd., Bryan Rd.; Los Ebanos Rd. at Griffin Parkway; First St. at Conway Ave.			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT A
LOCATION MAP SHOWING PROJECT**

CSJ : 0921-02-519

First Street at Conway Avenue



TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-501	AFA ID	Z00006745 Z00006746 Z00006747 Z00006748 Z00006749 Z00006750	CFDA No.	20.205
AFA CSJs	0921-02-502, 0921-02-503, 0921-02-517, 0921-02-518, 0921-02-519			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	28500		
Project Name		Mile 2 Rd. at Holland/Trosper Rd., Stewart Rd., Glasscock Rd., Bryan Rd.; Los Ebanos Rd. at Griffin Parkway; First St. at Conway Ave.		<i>AFA Not Used For Research & Development</i>	

ATTACHMENT B PROJECT BUDGET

Costs will be allocated based on 100% Federal funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Preliminary Engineering (CSJ: 0921-02-501, 0921-02-502, 0921-02-503, 0921-02-517, 0921-02-518, 0921-02-519)	\$175,000	0%	\$0	0%	\$0	100%	\$175,000
Construction (by State) CAT 8 (CSJ: 0921-02-501)	\$266,800	100%	\$266,800	0%	\$0	0%	\$0
Construction (by State) CAT 8 (CSJ: 0921-02-502)	\$248,037	100%	\$248,037	0%	\$0	0%	\$0
Construction (by State) CAT 8 (CSJ: 0921-02-503)	\$248,037	100%	\$248,037	0%	\$0	0%	\$0
Construction (by State) CAT 8 (CSJ: 0921-02-517)	\$77,538	100%	\$77,538	0%	\$0	0%	\$0
Construction (by State) CAT 8 (CSJ: 0921-02-518)	\$82,061	100%	\$82,061	0%	\$0	0%	\$0
Construction (by State) CAT 8 (CSJ: 0921-02-519)	\$40,130	100%	\$40,130	0%	\$0	0%	\$0
Subtotal	\$1,137,603		\$962,603		\$0		\$175,000
Engineering Direct State Costs	\$10,500	0%	\$0	0%	\$0	100%	\$10,500
Environmental Direct State Costs	\$13,124	0%	\$0	0%	\$0	100%	\$13,124
Right of Way Direct State Costs	\$1,313	0%	\$0	0%	\$0	100%	\$1,313
Utility Direct State Costs	\$1,313	0%	\$0	0%	\$0	100%	\$1,313
Construction Direct State Costs (State review and oversight of Construction Engineering) 100% LG	\$28,878	0%	\$0	0%	\$0	100%	\$28,878

TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-501	AFA ID	Z00006745 Z00006746 Z00006747 Z00006748 Z00006749 Z00006750	CFDA No.	20.205
AFA CSJs	0921-02-502, 0921-02-503, 0921-02-517, 0921-02-518, 0921-02-519			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	28500		
Project Name	Mile 2 Rd. at Holland/Trosper Rd., Stewart Rd., Glasscock Rd., Bryan Rd.; Los Ebanos Rd. at Griffin Parkway; First St. at Conway Ave.			<i>AFA Not Used For Research & Development</i>	

Indirect State Costs	\$45,531	0%	\$0	100%	\$45,531	0%	\$0
Subtotal	\$100,659		\$0		\$45,531		\$55,128
TOTAL	\$1,238,262		\$962,603		\$45,531		\$230,128

Initial payment by the Local Government to the State: \$ 26,250
Payment by the Local Government to the State within 60 days prior to construction: \$28,878
Estimated total payment by the Local Government to the State: \$55,128

This is an estimate. The final amount of Local Government participation will be based on actual costs.

TxDOT:				Federal Highway Administration:	
CCSJ #	0921-02-501	AFA ID	Z00006745 Z00006746 Z00006747 Z00006748 Z00006749 Z00006750	CFDA No.	20.205
AFA CSJs	0921-02-502, 0921-02-503, 0921-02-517, 0921-02-518, 0921-02-519			CFDA Title	Highway Planning and Construction
District #	Pharr-21	Code Chart 64#	28500		
Project Name	Mile 2 Rd. at Holland/Trosper Rd., Stewart Rd., Glasscock Rd., Bryan Rd.; Los Ebanos Rd. at Griffin Parkway; First St. at Conway Ave.			<i>AFA Not Used For Research & Development</i>	

**ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER**



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023
PRESENTED BY: Noemi Munguia, Human Resources Director
AGENDA ITEM: Authorization to Award Agent of Record – Munguia

NATURE OF REQUEST:

On March 27, 2023, City Council authorized staff to solicit Request for Bids for Agent of Record. The City of Mission accepted nine (9) bid responses. Staff is seeking City Council direction.

BUGETED: FY23-24 **FUND:** Group Health **ACCT. #:** 19-410-56010
BUDGET: \$500,000 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$500,000

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Staff is seeking City Council direction.

Departmental Approval: Purchasing, Finance

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Seeking City Council direction.

RECORD OF VOTE: **APPROVED:** _____
 DISAPPROVED: _____
 TABLED: _____

_____ AYES
 _____ NAYS
 _____ DISSENTING _____

BID NAME/NUMBER: 23-504-08-04 / Agent of Record

OPEN DATE: August 04, 2023 2:00 PM CST



Vendor Name:	Newkirk & Newkirk, Inc.	GMFE Group, DBA GEF Insurance	Financial Benefit Services	Salazar Insurance Group, LLC.	Anchor Benefits Group
Street address:	3101 N. Jackson Rd.	50 W. Morrison Rd., Ste. B	2175 N. Glenville Dr.	611 E. Loop 499	2216 Royal Palm Dr.
City, State:	McAllen, TX 78501	Brownsville, TX 78520	Richardson, TX 75082	Harlingen, TX 78550	Mission, TX 78572
Phone:	(956) 664-0200	(956) 943-9131	(469) 385-4640	(956) 425-8573	(956) 644-2725
Fax:	(956) 664-0203	(956) 280-5812	(469) 385-4641	(956) 428-0027	
Contact:	Pierre Newkirk, Pres.	Flavio Gonzalez	Coby James	Joe Salazar III, CEO	David H. Martinez
Email:	pnew102292@aol.com	ricardo.filizola@geffinancial.com	cobyj@fbsbenefits.com	jsalazar@sig-rgv.com	DMar2588@gmail.com

DESCRIPTION:	UOM	Estimated number of Employees	Newkirk & Newkirk, Inc.		GMFE Group, DBA GEF Insurance		Financial Benefit Services		Salazar Insurance Group, LLC.		Anchor Benefits Group	
			Rate	Extended Rate per Year	Rate	Extended Rate per Year	Rate	Extended Rate per Year	Rate	Extended Rate per Year	Rate	Extended Rate per Year
Provide commission PEPM for Services related to the scope of work.	PEPM	686	2% of total premiums paid	#VALUE!	\$0.74	\$6,091.68	\$10.00	\$82,320.00	\$10.00	\$82,320.00	\$0.00	\$0.00
Addendums												
1st. Year renewal			3.0%		0.00%		0.0%		0.00%		0.00%	
2nd. Year renewal			5.0%		0.00%		0.0%		0.00%		0.00%	

Apparent lowest bidder: Anchor Benefits Group

Review Notes: Newkirk & Newkirk failed to provide a definite rate.



BID NAME/NUMBER:

OPEN DATE:

Vendor Name:	Ortegon Insurance Agency, LLC.	VCM Insurance Group	Lone Star Insurance Services	Bob Trevino Insurance / Workplace Benefit Advisors	Pete Jaramillo Insurance Services
Street address:	505 S. Texas Blvd.	506 W. University	520 E. Nolana, Ste. 110	819 N. Veterans Blvd.	315 N. Shary Rd.
City, State:	Weslaco, TX 78596	Edinburg, TX 78539	McAllen, TX 78504	Pharr, TX 78577	Mission, TX 78572
Phone:	(956) 373-1109	(956) 330-4396	(956) 682-1722	(956) 781-7771	(956) 580-1066
Fax:	(956) 375-2414		(956) 682-1742	(956) 781-9318	(956) 519-0331
Contact:	Yvonne M. Ortegon	Dustin Garza, VP	Ruben Garza, CIC	Alberto Trevino	Pete Jaramillo
Email:	yvonne@ortegonagency.com	dustin@vcminsurance.com	garzar@lonestar-ins.com	konig@bobtrevinoinsurance.com	PeteInsurance@MSN.com

DESCRIPTION:	UOM	Estimated number of Employees	Ortegon Insurance Agency, LLC.		VCM Insurance Group		Lone Star Insurance Services		Bob Trevino Insurance / Workplace Benefit Advisors		Pete Jaramillo Insurance Services	
			Rate	Extended Rate per Year	Rate	Extended Rate per Year	Rate	Extended Rate per Year	Rate	Extended Rate per Year	Rate	Extended Rate per Year
Provide commission PEPM for Services related to the scope of work.	PEPM	686	\$6.50	\$53,508.00	\$0.75	\$6,174.00	\$2.00	\$16,464.00	\$2.50	\$20,580.00	\$1.46	\$12,018.72
Addendums												
1st. Year renewal			0.00%		0.0%		10.00%		2.50%		3.00%	
2nd. Year renewal			0.00%		0.0%		10.00%		2.50%		3.00%	

Apparent lowest bidder:

Review Notes:



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023
PRESENTED BY: Noemi Munguia, Human Resources Director
AGENDA ITEM: Authorization to Award International RX Services - Munguia

NATURE OF REQUEST:

On June 26, 2023, City Council authorized staff to solicit for proposals for International Sourcing of FDA Approved Prescription Drugs. A total of 2 proposals were received. After careful evaluation and assessment, staff is recommending we award to International Rx Services for a three (3) year term with two (2) one-year renewal options.

BUGETED: FY 23-24 **FUND:** Group Health **ACCT. #:** 19-410-56010

BUDGET: \$ 500,000 **EST. COST:** \$ _____ **CURRENT BUDGET BALANCE:** \$500,000.

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *RP*

RECORD OF VOTE: **APPROVED:** _____
 DISAPPROVED: _____
 TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

PROPOSAL NAME/NUMBER: 23-490-08-02 / International Sourcing of FDA Approved Prescription Drugs



OPEN DATE: August 02, 2023 2:00 PM CST

Evaluator		
Noemi Munguia / Nereyda Pena / Robert Hinojosa	Ezeiza Garcia	David Flores

Proposer	Rating	Rating	Rating	Average	Notes:
International Rx					
Sec. A. Member Experience: (20 points max)	20	20	18		<p>Strengths: (NMNPRH) US Call Center/available 24/7, Member capture rate-92%, Customer Service initiatives, Multilingual capabilities, 13 Pharmacies, located in Canada, Australia, New Zealand, EU countries, Japan; Access to major drug class, Exb C Drug list & Top 50, Provided estimated cost savings \$109,099 (EG) US respondents (US based call center), reference DHR & City of McAllen, also available 24hrs., 13 pharmacy sources, 2 to 5 days; Has access to Ozempic & a competitive price, specific savings guarantee, provided drug list provided cost savings, very detailed. (DF) Comprehensive, 13 pharmacies listed, Detailed list., member captive rate 92%, Extended Savings \$109K, specific Savings guarantee provided.</p> <p>Weaknesses: (NMNPRH) 4-7 days turnaround time, 5 days Texas, (EG) (DF)</p> <p>Comments: (NMNPRH) (EG) (DF)</p>
Sec. B. Logistics: (20 Points max)	20	20	18		
Sec. C. Drug Selection: (20 Points max)	20	20	18		
Sec. D. Financial Proposal: (40 Points max)	37	37	37		
Total Score	97	97	91	95.00	
Rockstar Acquisition Corporation					
Sec. A. Member Experience: (20 points max)	7	5	15		<p>Strengths: (NMNPRH) Pharmacists available for emergency calls., average turnaround between order intake, order shipment and order delivery is Next Day. 2-5 days delivery, 10,000 Drugs (EG) (DF)</p> <p>Weaknesses: (NMNPRH) No US call center, No member capture rate provided. Monday to Friday 9am - 5pm Pacific. Access to only one pharmacy, No access to Ozempic, Trulicity, and Mounjaro. Did not provide drug list. no cost savings estimate. (EG) Canada respondents, only 1 pharmacy source, does not have access to major drug class, 4 to 7 days turnover., Does not have access to Ozempic, Also no specific savings guarantee, did not provide drug list. (DF) not much detail, one pharmacy listed, stated they have access to over 10,000 med, but no detail provided., no specific plan, no specific savings guarantee.</p> <p>Comments: (NMNPRH) (AV) (DF)</p>
Sec. B. Logistics: (20 Points max)	5	5	10		
Sec. C. Drug Selection: (20 Points max)	5	5	15		
Sec. D. Financial Proposal: (40 Points max)	40	40	40		
Total Score	57	55	80	64.00	



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: August 28, 2023
PRESENTED BY: Randy Perez, City Manager
AGENDA ITEM: Discussion and action on proposed 2023 Tax Rate, Take Record Vote and Schedule Public Hearing – Perez

NATURE OF REQUEST:

In accordance with the Texas Property Tax, Code City Council must propose a tax rate for the City of Mission and publish "Notice of Property Tax Rates," by September 1st. This notice provides information about tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. If the proposed tax rate exceeds the no-new-revenue tax rate but does not exceed the voter-approval tax rate, one public hearing is required before the adoption of the tax rate.

The calculated no new revenue tax rate is \$0.4746 per \$100 valuation
The calculated voter approved tax rate not adjusted for unused increment rate is \$0.5190 per \$100 valuation
The calculated voter approved tax rate adjusted for unused increment rate is \$0.5276 per \$100 valuation
The current tax rate is \$0.5299 per \$100 valuation

Public Hearing is to be scheduled: September 11, 2023.

BUGETED: N/A **FUND:** _____ **ACCT. #:** _____

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Discussion and action on Proposed Tax Rate, take Record Vote, and Schedule Public Hearing

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *RP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

2023 Governing Body Summary #1A*

Benchmark 2023 Tax Rates

City of Mission

Date: 08/01/2023 09:02 AM

DESCRIPTION OF TAX RATE	TAX RATE PER \$100	THIS YEAR'S TAX LEVY**	ADDITIONAL TAX LEVY
No-New-Revenue Tax Rate	\$0.4746	\$23,086,855	
One Percent \$100 Tax Increase***	\$0.4793	\$23,315,486	\$228,631
One Cent per \$100 Tax Increase***	\$0.484600	\$23,573,304	\$486,449
De Minimis Rate	\$0.5027	\$24,453,776	\$1,366,921
VAR NOT adjusted for Unused Increment Rate	\$0.5190	\$25,246,688	\$2,159,833
VAR adjusted for Unused Increment Rate	\$0.5276	\$25,665,033	\$2,578,178
Last Year's Tax Rate	\$0.5299	\$25,776,917	\$2,690,062
Proposed Tax Rate	\$0	\$0	\$-23,086,855

*These figures are provided as estimates of possible outcomes resulting from varying the tax rate. Please be aware that these are only estimates and should not be used alone in making budgetary decisions.

**Tax levies are calculated using line 21 of the No-New-Revenue Tax Rate Worksheet and this year's frozen tax levy on homesteads of the elderly or disabled.

***Tax increase compared to no-new-revenue tax rate.

THE STATE OF TEXAS §
HIDALGO COUNTY §

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF MISSION, TEXAS AND SHARYLAND INDEPENDENT
SCHOOL DISTRICT REGARDING THE NATATORIUM FACILITY AT
BANNWORTH PARK LOCATED AT 1822 N. SHARY RD. and MAYBERRY POOL
LOCATED AT 115 SOUTH MAYBERRY RD., MISSION, TEXAS, 78572.**

This is an interlocal Agreement under Chapter 791 of the Texas Government Code between the Sharyland Independent School District ("SISD") and the City of Mission, Texas (the "City").

The parties are authorized by the Interlocal Cooperation Act, Texas Government Code Chapter 791 to enter into cooperative agreements with other local government entities of the State of Texas for the purpose of fulfilling and implementing their respective public and governmental purposes, needs, objectives, and programs.

The Facilities that are the subject of this agreement are the City's natatorium facility at Bannworth Park located at 1822 N. Shary Rd., Mission, Texas 78572 ("Facility A") and Mayberry Pool located at 115 South Mayberry Rd., Mission, Texas 78572 ("Facility B"). The purpose of this agreement is to provide the terms and conditions for SISD's limited use of the Facility. The services that are the subject of this agreement are a governmental function.

The parties have determined that this agreement is in the best and public interest of the parties and their respective constituents.

The parties agree as follows:

I. SISD shall have the use of the Facility on Mondays through Fridays, inclusive, commencing on August 24, 2023, and ending on May 24, 2024, and pursuant to the following schedule:

- SISD agrees to comply with the usage schedule identified as Exhibit A & Exhibit B and attached hereto and incorporated herein by reference and any Amendments to Exhibit A and Exhibit B as such Amendments may be agreed to in writing by SISD.

SISD Sr. High School Students shall have the right to use Facility A on the permitted days for two sessions per day. Session I shall commence at 6:30 o'clock AM and end at 8:15 o'clock AM. Session 2 shall commence at 3:00 o'clock PM and end at 5:30 o'clock PM. SISD Jr. High Schools shall also have the right to use Facility A & Facility B on the permitted days for one session per day each. Session shall commence at 4:00 o'clock PM and end at 5:30 o'clock PM. In the event of unforeseen problems with Facility A, Facility B will be available under same agreement.

2. As consideration for SISD's Sr. High right to use Facility A as aforesaid, SISD shall pay to City the sum \$50.00 per session (282 total) regardless of whether SISD exercises its right to use the Facility A aforesaid session(s). The lump sum total consideration therefore is \$7,050.00 which half of the sum will be paid to City by SISD on or before November 1, 2023 and the other half on or before February 1, 2024. In the event SISD fails to remit payment within 15 days of the due date, the CITY reserves the right to terminate the contract. If for any unforeseen reasons of non-use, refunds will be made accordingly.

3. As consideration for SISD's Jr. High right to use Facility A & Facility B as aforesaid, SISD shall pay to City the sum \$50.00 per session (total) regardless of whether SISD exercises its right to use the Facility A for said session(s). The lump sum total consideration therefore is \$4,300.00 will be paid to City by SISD on or before February 1, 2024. In the event SISD fails to remit payment

within 15 days of the due date, the CITY reserves the right to terminate the contract.

4. As consideration for SISD's Sr. High and Jr. High right to host UIL Affiliated Swim Meets at Facility A, City Staff will control entrance to Facility with a nominal charge of \$3.00 per Adult Spectator and \$2.00 per Student Spectator. SISD is granted right to sell "Cheat Sheets" and host concessions and collect all proceeds.

5. In the event of inclement weather or mechanical failure of MCISD pool facility ("Facility C"), agreement will be reached and agreed upon between Mission Parks Director and Athletic Director of both School Districts of shared pool use. Equally shared time between "Facility A" and "Facility B" for the benefit of student health will be achieved thru alternating weeks between the two facilities.

6. To the extent permitted by law, SISD hereby agrees to indemnify, defend, and hold harmless, release, acquit and forever discharge City, its agents, servants and employees and all persons natural or corporate, in privity with it, from any and all claims or causes of action of any kind whatsoever resulting from SISD's presence or activity in or about the Facility(s). This hold harmless and indemnification includes the cost of defending City by attorneys acceptable to City. Furthermore, SISD shall maintain bodily injury and property damage liability insurance policies in amounts and for functions that may be liable for as provided in the Texas Tort Claims Act (V.T.C.A. Civil Practices and Remedies Code Section 101.001, et seq.) as it now provides and as it may change from time to time during the term of this agreement, and such policies shall name City as an additional insured. SISD shall provide City with certificates of insurance evidencing same prior to entering the Facility and continually updating said certificates of insurance during its presence at the Facility.

7. In the event any provision of this agreement is found to be invalid, such invalidity shall not affect the validity of any other provision of this agreement.

6. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City:

City of Mission
Attention: Randy Perez, City Manager or his successor
1201 E. 8th Street
Mission, Texas 78572

If to SISD:

Sharyland Independent School District
Attention: Dr. Maria M. Vidaurri, Superintendent or her successor
1106 N. Shary Road
Mission, Texas 78572

7. Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee, or, if mailed, at such time as it is deposited in the United States mail.

In witness whereof, the City and SISD have caused this agreement to be executed and attested by their respective officers here undersigned and their corporate seals to be affixed hereto, pursuant to adoption by City's City Council on August 28, 2023, and SISD's Board of Trustees on August 28, 2023.

City of Mission

Sharyland Independent School District

By: _____
Norie Gonzalez Garza, Mayor

By: _____
Jose "Pepe" Garcia, President of the Board of Trustees

Attest:

Attest:

Anna Carrillo, City Secretary

Hector Rivera, Secretary Board of Trustees

**Exhibit B
PROVISIONS**

The following is a proposed schedule for the use of Natatorium Facility at Bannworth Park and Mayberry Pool for the 2023-2024 school year:

The attached calendars are highlighted with practice days for both SISD High Schools and both SISD Junior High Schools. The practice times for Sr. High Swim Teams will be from on the highlighted days:

6:30 AM – 8:15 AM and 3:00 PM – 5:30 PM
Jr. High Swim Teams from 4:00 PM – 5:30 PM

High School Schedule will be allowed 1 day per week during the school year for “Study Day”. No such provision for Junior High Students. Important that Swim Coaches advise Aquatics Managers with 1 advance notice of which day of the week this study day will be so Lifeguard Schedules can be facilitated.

When time arises for the Jr. High Swim Team to participate, arrangements must be made two weeks prior between SISD Swim Coaches and City of Mission Aquatics Manager for the use of Bannworth Natatorium and Mayberry Pools accordingly.

Dive well is meant to be shared during cooler weather with MCISD Dive Team.

At times of increment weather, MCISD will be allowed pool access to either or both City pools. Cooperative scheduling will be facilitated between the two school districts. Such provisions may also occur for mechanical pool failure at MHS.



SISD BANWORTH POOL CALENDAR

**August
2023**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24 6:30-8:15 SHS	25 6:30-8:15 SHS	26
27	28	29 6:30-8:15 SHS	30 6:30-8:15 SHS	31 6:30-8:15 SHS		



SISD BANWORTH POOL CALENDAR

**September
2023**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 6:30-8:15 SHS	2
3	4 LABOR DAY	5 6:30-8:15 SHS	6 6:30-8:15 SHS	7 6:30-8:15 SHS	8 6:30-8:15 SHS	9
10	11	12 6:30-8:15 SHS	13 6:30-8:15 SHS	14 6:30-8:15 SHS	15 6:30-8:15 SHS	16
17	18	19 6:30-8:15 SHS	20 6:30-8:15 SHS	21 6:30-8:15 SHS	22 6:30-8:15 SHS	23
24	25	26 6:30-8:15 SHS	27 6:30-8:15 SHS	28 6:30-8:15 SHS	29 6:30-8:15 SHS	30



SISD BANWORTH POOL CALENDAR

**October
2023**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2	3 6:30-8:15 SHS	4 6:30-8:15 SHS	5 6:30-8:15 SHS	6 6:30-8:15 SHS	7
8	9 Columbus Day	10 6:30-8:15 SHS	11 6:30-8:15 SHS	12 6:30-8:15 SHS	13 6:30-8:15 SHS	14
15	16	17 6:30-8:15 SHS 4:00-5:30 PHS	18 6:30-8:15 SHS 4:00-5:30 PHS	19 6:30-8:15 SHS 4:00-5:30 PHS	20 6:30-8:15 SHS 4:00-5:30 PHS	21
22	23	24 6:30-8:15 SHS 4:00-5:30 PHS	25 6:30-8:15 SHS 4:00-5:30 PHS	26 6:30-8:15 SHS 4:00-5:30 PHS	27 6:30-8:15 SHS 4:00-5:30 PHS	28
29	30	31 6:30-8:15 SHS 4:00-5:30 PHS				



SISD BANWORTH POOL CALENDAR

**November
2023**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 6:30-8:15 SHS 4:00-5:30 PHS	2 6:30-8:15 SHS 4:00-5:30 PHS	3 6:30-8:15 SHS 4:00-5:30 PHS	4
5	6	7 6:30-8:15 SHS 4:00-5:30 PHS	8 6:30-8:15 SHS 4:00-5:30 PHS	9 6:30-8:15 SHS 4:00-5:30 PHS	10 Veteran's Day	11 Veterans Day's
12	13	14 6:30-8:15 SHS 4:00-5:30 PHS	15 6:30-8:15 SHS 4:00-5:30 PHS	16 6:30-8:15 SHS 4:00-5:30 PHS	17 6:30-8:15 SHS 4:00-5:30 PHS	18
19	20	21	22	23 Thanksgiving Day	24	25
26	27	28 6:30-8:15 SHS 4:00-5:30 PHS	29 6:30-8:15 SHS 4:00-5:30 PHS	30 6:30-8:15 SHS 4:00-5:30 PHS		



SISD BANWORTH POOL CALENDAR

**December
2023**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 6:30-8:15 SHS 4:00-5:30 PHS	2
3	4	5 6:30-8:15 SHS 4:00-5:30 PHS	6 6:30-8:15 SHS 4:00-5:30 PHS	7 6:30-8:15 SHS 4:00-5:30 PHS	8 6:30-8:15 SHS 4:00-5:30 PHS	9
10	11	12 6:30-8:15 SHS 4:00-5:30 PHS	13 6:30-8:15 SHS 4:00-5:30 PHS	14 6:30-8:15 SHS 4:00-5:30 PHS	15 6:30-8:15 SHS 4:00-5:30 PHS	16
17	18	19 6:30-8:15 SHS 4:00-5:30 PHS	20 6:30-8:15 SHS 4:00-5:30 PHS	21 6:30-8:15 SHS 4:00-5:30 PHS	22	23
24	25 Christmas	26	27	28	29	30
31						



SISD BANWORTH POOL CALENDAR

**January
2024**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 New Year's Day	2	3	4	5	6
7	8	9	10 6:30-8:15 SHS 4:00-5:30 PHS	11 6:30-8:15 SHS 4:00-5:30 PHS	12 6:30-8:15 SHS 4:00-5:30 PHS	13
14	15 M L King Day	16 6:30-8:15 SHS 4:00-5:30 PHS	17 6:30-8:15 SHS 4:00-5:30 PHS	18 6:30-8:15 SHS 4:00-5:30 PHS	19 6:30-8:15 SHS 4:00-5:30 PHS	20
21	22	23 6:30-8:15 SHS 4:00-5:30 PHS	24 6:30-8:15 SHS 4:00-5:30 PHS	25 6:30-8:15 SHS 4:00-5:30 PHS	26 6:30-8:15 SHS 4:00-5:30 PHS	27
28	29	30 6:30-8:15 SHS 4:00-5:30 PHS	31 6:30-8:15 SHS 4:00-5:30 PHS			



SISD BANWORTH POOL CALENDAR

**February
2024**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 6:30-8:15 SHS 4:00-5:30 PHS	2 6:30-8:15 SHS 4:00-5:30 PHS	3
4	5	6 6:30-8:15 SHS 4:00-5:30 PHS	7 6:30-8:15 SHS 4:00-5:30 PHS	8 6:30-8:15 SHS 4:00-5:30 PHS	9 6:30-8:15 SHS 4:00-5:30 PHS	10
11	12	13 6:30-8:15 SHS 4:00-5:30 PHS	14 6:30-8:15 SHS 4:00-5:30 PHS	15 6:30-8:15 SHS 4:00-5:30 PHS	16 6:30-8:15 SHS 4:00-5:30 PHS	17
18	19 Presidents' Day	20 6:30-8:15 SHS 4:00-5:30 PHS	21 6:30-8:15 SHS 4:00-5:30 PHS	22 6:30-8:15 SHS 4:00-5:30 PHS	23	24
25	26	27 6:30-8:15 SHS 4:00-5:30 PHS	28 6:30-8:15 SHS 4:00-5:30 PHS	29 6:30-8:15 SHS 4:00-5:30 PHS		



SISD BANWORTH POOL CALENDAR

**March
2024**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 6:30-8:15 SHS 4:00-5:30 PHS	2
3	4	5 6:30-8:15 SHS 4:00-5:30 PHS	6 6:30-8:15 SHS 4:00-5:30 PHS	7 6:30-8:15 SHS 4:00-5:30 PHS	8 6:30-8:15 SHS 4:00-5:30 PHS	9
10	11	12	13	14	15	16
17	18 4:00-5:30 SJrH's both pools	19 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	20 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x2	21 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	22 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	23
24	25 4:00-5:30 SJrH's both pools	26 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	27 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	28 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	29 Good Friday	30
31 Easter Sunday						



SISD BANWORTH POOL CALENDAR

**April
2024**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	3 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	4 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	5 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x2	6
7	8 4:00-5:30 SJrH's both pools	9 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	10 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	11 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH x 2	12 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	13
14	15 4:00-5:30 SJrH's both pools	16 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x2	17 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	18 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	19 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x2	20
21	22 4:00-5:30 SJrH's both pools	23 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	24 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	25 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	26 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x2	27
28	29 4:00-5:30 SJrH's both pools	30 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2				



SISD BANWORTH POOL CALENDAR

**May
2024**

Important Information

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	2 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	3 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	4
5	6 4:00-5:30 SJrH's both pools	7 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	8 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	9 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	10 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	11
12 Mother's Day	13 4:00-5:30 SJrH's both pools	14 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	15 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	16 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	17 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	18
19	20 4:00-5:30 SJrH's both pools	21 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	22 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	23 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	24 6:30-8:15 SHS 4:00-5:30 PHS 4:00-5:30 SJrH's x 2	25
26	27 Memorial Day	28	29	30	31	



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: August 28, 2023
PRESENTED BY: Juan Pablo "JP" Terrazas, P.E., Assistant City Manager
AGENDA ITEM: Approval to engage with a contractor to repair SCADA System Program - Terrazas

NATURE OF REQUEST:

Requesting approval to engage Control Networks Plus a sole source supplier of QT cellular devices to repair SCADA (Supervisory Control and Data Acquisition) System. The total cost is \$132,500. ARPA Funds will be utilized for this expenditure. This expenditure will be under General Exemption Sec 252.022 (2) of Texas Local Government Code: a procurement necessary to preserve or protect the public health or safety of the municipality's residents.

BUGETED: Yes **FUND:** ARPA **ACCT. #:** 15-411-74950
BUDGET: \$132,500 **EST. COST:** \$132,500 **CURRENT BUDGET BALANCE:** \$132,500

BID AMOUNT: \$132,500.00

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *JP*

RECORD OF VOTE: **APPROVED:** _____
 DISAPPROVED: _____
 TABLED: _____

_____ AYES
 _____ NAYS
 _____ DISSENTING _____

Control Networks Plus
 2020 N. Bell Blvd., Unit B3-B
 Cedar Park, TX 78613
 (512) 520-6887



PROPOSAL

ADDRESS

Rafael de la Rosa
 City of Mission Water Dept.
 2801 N. Holland
 Mission, Texas 78572
 United States

PROPOSAL # 2878-

MissionWIgnition

DATE 08/23/2023

EXPIRATION DATE 09/23/2023

PROJECT NAME

City of Mission Water-Ignition

ACTIVITY

AMOUNT

CNPlus Services

103,000.00

CNPlus Services include:

Supplying Ignition (as detailed below) and rebuilding the existing City of Mission Factory Talk software using Ignition.

We will order the Ignition and begin to build your application as soon as we have received the initial down payment. Expect that we will install the new server and complete the installation of Ignition within 4 weeks.

Ignition - Custom Package

0.00

Ignition Custom Package 8.1 to include:

- Ignition Platform
- OPC UA Server Module
- Core Drivers
- Alarm Notification Module
- SQL Bridge Module
- Tag Historian
- Perspective Module
- Symbol Factory
- MQTT Engine
- Reporting Module

CNPlus QT

22,500.00

CNPlus QT; MQTT remote cellular device with 2 analog inputs; 4 discrete inputs and 2 discrete outputs. Includes installation and the the first twelve months of cellular service. Cellular service is \$30.00 a month after the first year. These devices are a sole source item only available from Control Networks Plus. These devices will connect to and be displayed and recorded directly to the Ignition Server. These will be installed during Ignition programming.

Powewredge R350 Rack Server

7,000.00

Power Edge R350 Rack Server 32 gigs of memory ,Raid 5 with 4 2 Terabyte hard disk, dual power supplies, Window server 2022 with 5 Users. If this is ordered by September 1, 2023 it will be delivered in two weeks.

Upon acceptance of this proposal by the issuance of a Purchase Order or email stating acceptance, Control Networks Plus will invoice the City of Mission for a 50% Down Payment (\$66,250.00).

SUBTOTAL

132,50

Item 39.

TAX

0.00

TOTAL

\$132,500.00

Accepted By

Accepted Date

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A REZONING BEING A TRACT CONTAINING 0.36 ACRE OF LAND SITUATED OUT OF THE SOUTH ONE-HALF OF BLOCK 15-8, OF THE WEST ADDITION TO SHARYLAND OF PORCIONES 53, 54, 55, 56 & 57, AND FURTHER BEING OUT OF LOT 61, OF THE UNRECORDED MELBA CARTER SUBDIVISION, FROM (R-1) SINGLE FAMILY RESIDENTIAL TO (R-2) DUPLEX-FOURPLEX RESIDENTIAL

WHEREAS, the City Council of the City of Mission finds that during consideration of the rezoning request of June 28, 2023, 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 not be granted.

WHEREAS, The City Council of the City of Mission, held a public hearing at 4:30 p.m. Monday, July 10, 2023, 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:

Legal Description	From	To
Being a tract containing 0.36 acre of land situated out of the South one-half of Block 15-8, of the West Addition to Sharyland of Porciones 53, 54, 55, 56 & 57, and further being out of Lot 61, of the unrecorded Melba Carter Subdivision	AO-I	R-2

READ, CONSIDERED AND PASSED, this the 28th day of August, 2023.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.6

REZONING:

Being a tract containing 0.36 acre of land situated out of the South one-half of Block 15-8, of the West Addition to Sharyland of Porciones 53, 54, 55, 56 & 57, and further being out of Lot 61, of the unrecorded Melba Carter Subdivision
R-1 to R-2
Martin Vega

REVIEW DATA

The subject site is located at the southwest corner of Melba Carter & Mayberry Road – see vicinity map.

SURROUNDING ZONES:

N: I-1 - Light Industrial
E: I-1 - Light Industrial
W: R-1 - Single Family Residential
S: R-1 - Single Family Residential

EXISTING LAND USES:

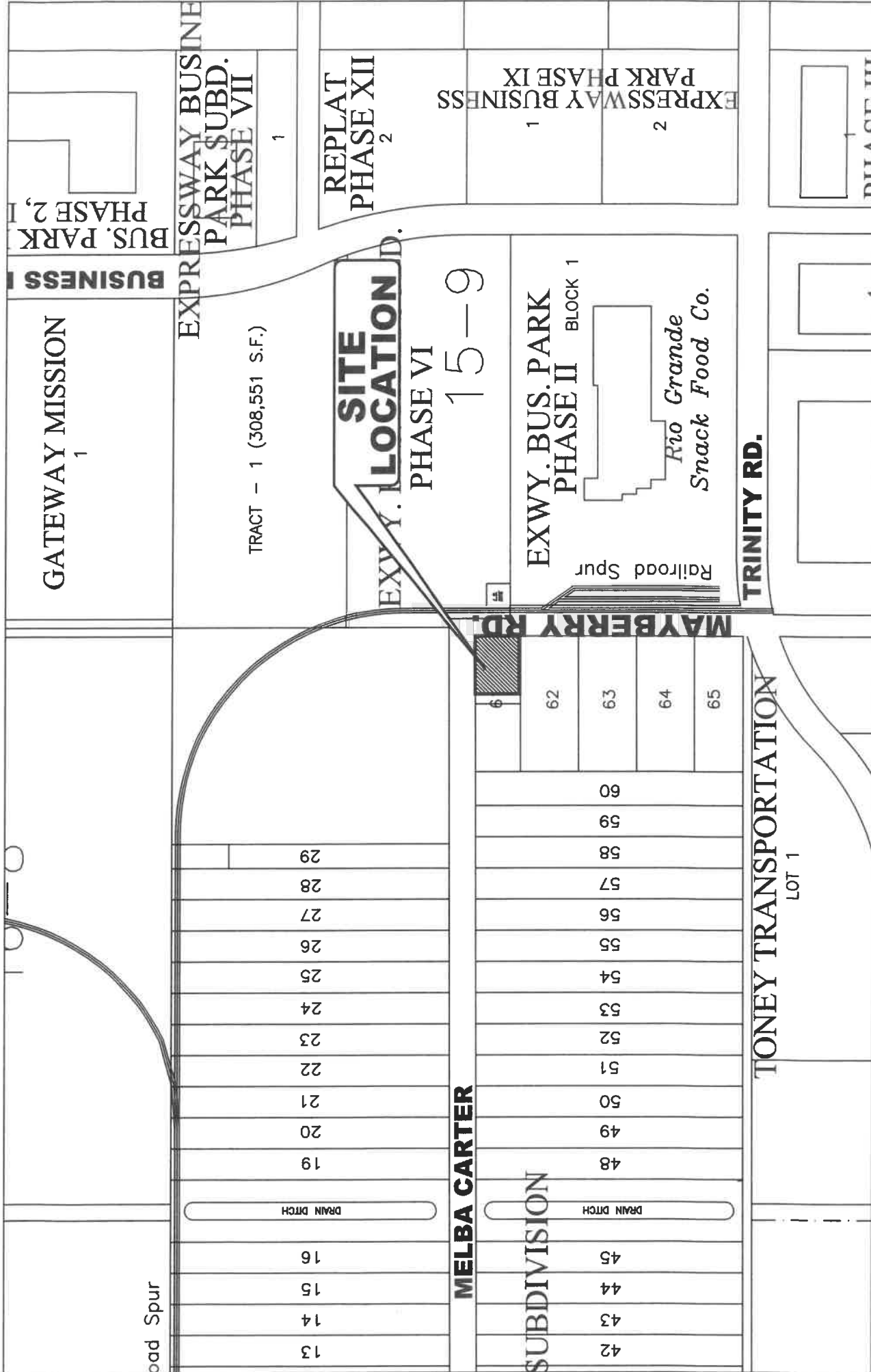
N: Vacant
E: Warehouses
W: Single Family Home
S: Single Family Home
Site: Vacant

FLUM:

Industrial (I)

REVIEW COMMENTS: This subdivision has considered several rezoning in the past ranging from commercial, industrial and residential. It is staff understanding from the surrounding residents and the City Council that they would like to keep this area residential with the exception of the lots off of Conway which are already zoned commercial. Staff notes that the proposed zone does not comply with the City’s Future Land Use Map nor surrounding land uses.

RECOMMENDATION: Staff recommends denial.

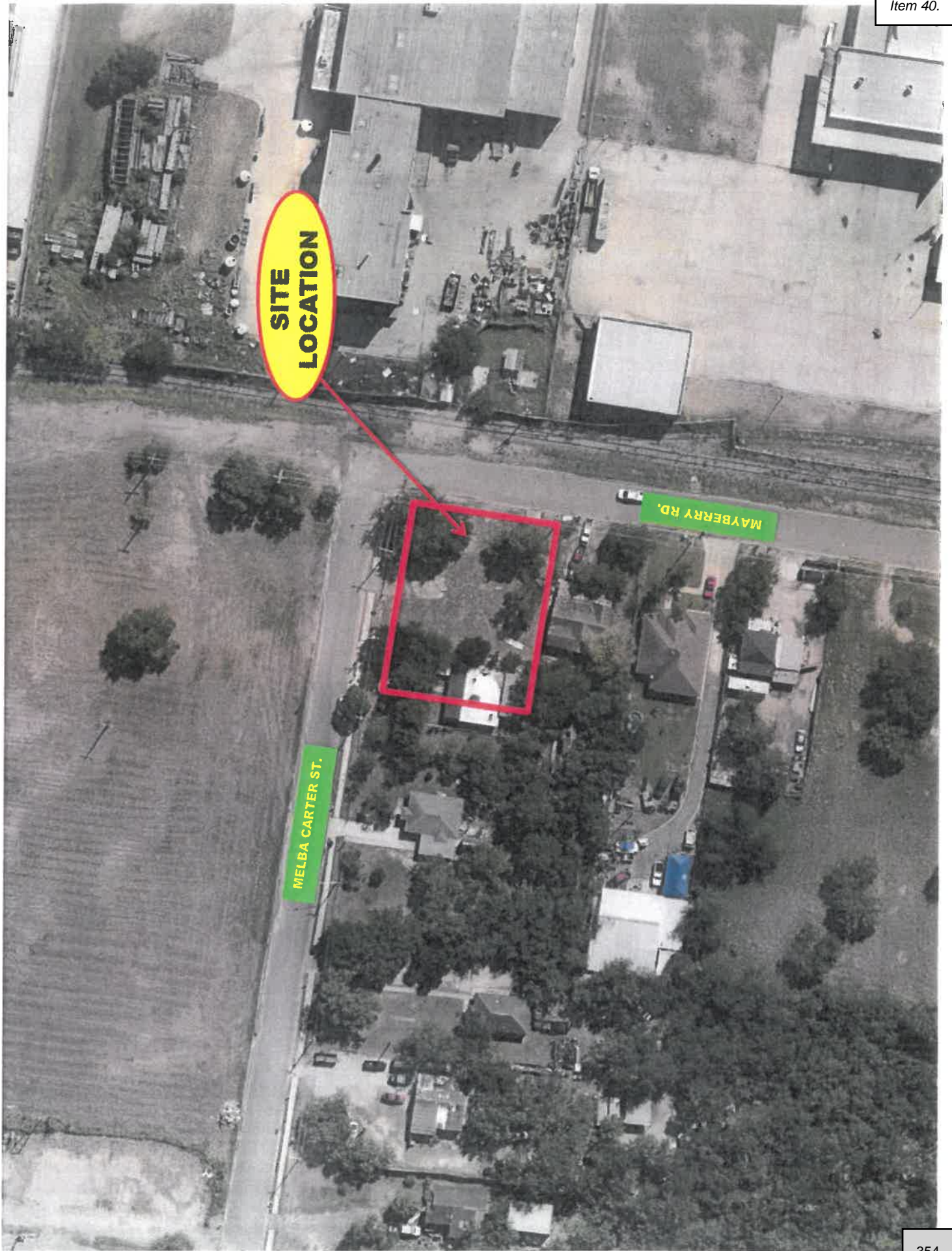


Item 40.

CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 5th Street
 MISSION, TX 78572
 PH: (956) 380-8672
 FAX: (956) 380-8680

No.

353



E8465-02-001-0000-00 (537279)
ROLESA INVESTMENTS LLC
5220 S EXPY 281
EDINBURG TX 78542

M3300-00-000-0060-00 (233610)
PERALEZ REBECCA G
704 MELBA CARTER ST
MISSION TX 78572

M3300-00-000-0061-00 (233611)
GUERRA RICARDO & JUANITA V
706 MELBA CARTER ST
MISSION TX 78572

M3300-00-000-0061-10 (233612)
CHAVEZ EVANGELINA
708 MELBA CARTER ST
MISSION TX 78572

M3300-00-000-0061-20 (233613)
SALINAS SERGIO & SONIA
1410 S BUNNY ST
ALTON TX 78573

M3300-00-000-0062-00 (233614)
CASTRO MIGUEL A & CARLA A GUERRI
1314 S MAYBERRY ST
MISSION TX 78572

M3300-00-000-0062-10 (233615)
VEGA MARIA DE JESUS
401 E 2ND ST
MISSION TX 78572

M3300-00-000-0063-00 (233616)
ESQUIVEL EUSTACIO JR
2037 AVENUE B
GRAND PRAIRIE TX 75051

M3300-00-000-0063-10 (233617)
ESQUIVEL EUSTACIO JR
2037 AVENUE B
GRAND PRAIRIE TX 75051

M3300-00-000-0063-11 (233618)
JASSO SAN JUANITA
202 OBLATE AVE
MISSION TX 78572

E8465-06-000-0001-00 (604797)
SOUTH SOONER HOLDING LLC
1801 BOREN BLVD
SEMINOLE OK 74868

E8465-06-000-0001-01 (604798)
CITY OF MISSION
1201 E 8TH ST
MISSION TX 78572

E0200-00-000-0006-05 (622037)
MARA PRO LOGISTICS LLC
1001 S CAPITAL OF TEXAS
HWY BLDG L
WEST LAKE HILLS TX 78746