



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, October 23, 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, October 23, 2023 04:30 PM Central Time**

<https://us02web.zoom.us/j/9904662781?pwd=SGVIL3JZRFVRdENzWXI5VUxFT1ZUQT09>

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 - Remember Everyone Deployed (R.E.D.) - D. Flores
- [2.](#) Proclamation - Fentanyl Prevention and Awareness - Carrillo
- [3.](#) Proclamation - Municipal Court Week - Wehrmeister
- [4.](#) Proclamation - National Animal Safety and Prevention Month - Kotsatos
- [5.](#) Proclamation - Community Planning Month - De Luna
6. Report from the Rio Grande Valley Humane Society - Perez
7. Mission Historical Museum Dia de Los Muertos Festival - Stojanović
8. Report from the Greater Mission Chamber of Commerce – Enriquez
- [9.](#) Departmental Reports – Perez
10. Citizen's Participation – Garza

PUBLIC HEARING**PLANNING & ZONING RECOMMENDATIONS**

11. Conditional Use Permit: To Move in a Home on Property Zoned R-4 (Mobile & Modular Home), 500 N. Bryan Road (aka 1424 Carmel Drive), Lot 5, Block F, Wintergreen Estates, R-4, Joanie Martucci, and Adoption of Ordinance#_____ - De Luna
12. Conditional Use Permit: La Minerva Event Center, 1416 W. Mile 2 Road, Lots B, C, D, Mountain View Ph. I Subdivision, C-3, Emmanuel Villanueva, and Adoption of Ordinance#_____ - De Luna
13. Conditional Use Permit: La Marquesa Event Center, 1410 W. Mile 2 Road, Lots E, F, G, H, Mountain View Ph. I Subdivision, C-3, Emmanuel Villanueva, and Adoption of Ordinance#_____ - De Luna
14. Conditional Use Permit: Drive-Thru Service Window – Doña Nena Bakery, 708 N. Inspiration Road, Suites 1 & 2, Lot 1, Rivalsebas Subdivision, C-3, Lucy C. De Leon, and Adoption of Ordinance#_____ - De Luna
15. Conditional Use Permit: Drive-Thru Service Window, 722 E. 8th Street, Lots 11 & 12 & 20' strip adj. to Lots, Block 113, Mission Original Townsite, C-3, Noe Salinas & Julian Arrellano, and Adoption of Ordinance#_____ - De Luna
16. Conditional Use Permit: Drive-Thru Service Window – Starbucks Coffee Shop, 307 E. Expressway 83, Lot 6-D, El Pueblo Subdivision Ph. I, C-3, Kaylee Hurych, and Adoption of Ordinance#_____ - De Luna
17. Conditional Use Permit Renewal: To keep a Portable Building for Office Use, 302 S. Taylor Road, being a 0.102 of one-acre tract of land out of a tract of land adjacent to Lot 176 & 186, John H. Shary Subdivision, C-3, Best Assets, LLC (c/o Ryan Stauffer), and Adoption of Ordinance#_____ - De Luna
18. Request by Jose A. & Juana Machuca to have the City dedicate a 24' access easement from a City drain ditch out of Lot 47, Melba Carter Subdivision (aka Lot 47, Earnhardt Subdivision U/R) - De Luna

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

19. Approval of Minutes – Carrillo
Regular Meeting – October 9, 2023
20. Acknowledge Receipt of Minutes – Perez
Parks & Recreation Board – September 12, 2023
Citizen's Advisory Committee – October 10, 2023
21. Authorization to solicit bids for Boys and Girls Club Athletic League Uniforms - Venecia

- [22.](#) Authorization to execute agreement with CINTAS for Rental of City of Mission Employee Uniforms, Floor Mats, Mops and Related Services via Omnia Partners Cooperative Contract #001299 – Flores
- [23.](#) Authorization to purchase tires from Southern Tire Mart via BuyBoard Contract 636-21 for the Sanitation Department for the 2023-2024 Fiscal Year- Mendiola
- [24.](#) Authorization to enter into a contract between the City of Mission and GrantWorks, Inc. for Grant Administrative Services. - Elizalde
- [25.](#) Authorization to enter into a contract between the City of Mission and Perez Consulting Engineers, LLC, for Engineer Services. - Elizalde
- [26.](#) Authorization to submit a grant application to the U.S. Department of Agriculture, Forest Service for the Community Wildfire Defense Grant - Elizalde
- [27.](#) Authorization to submit grant for the Wal Mart Foundation for the Local Community Grant Program. – Elizalde
- [28.](#) Approval of Resolution No.____ authorizing the Mission Police Department to submit an Agreement for the Temporary Closure of State Right-of-Way to the Texas Department of Transportation for the City of Mission Veterans Day Parade - Torres
- [29.](#) Authorization to purchase (20) 9mm Glock 45 MOS 7 with lights for the Mission Police Department’s SWAT team from GT Distributors, Inc. via BuyBoard contract #698-23 – Torres
- [30.](#) Authorization to purchase Structural Fire Fighting gear for new personnel from NAFECO via Buy Board Contract #698-23 – Garcia
- [31.](#) Authorization to purchase uniforms for new and current personnel from Webb Uniforms via Buy Board Contract # 670-22 – Garcia
- [32.](#) Authorization to approve first, one-year renewal option for the purchase of direct internet access services from Smartcom - Ramirez
- [33.](#) Authorization to solicit bids for Tierra Dorada Lift Stations - Terrazas
- [34.](#) Board Appointment: Ambulance Board - Carrillo
- [35.](#) Authorization to Purchase Radiation Detection Equipment through the FY23 SHSP Regular Project Grant from Safeware, Inc via OMNIA Contract # 4400008468 - Garcia
- [36.](#) Authorization to purchase computers and accessories from Dell via DIR-TSO-3763 contract to outfit the new public safety building - Ramirez
- [37.](#) Authorization to purchase Cisco endpoint security renewal, Cisco DUO MFA, and Barracuda office 365 protection from Insight, via OMNIA #23-6692-03, and DIR-TSO-4167 contracts - Ramirez
- [38.](#) Authorization to purchase server and storage from Insight via DIR-TSO-4160, DIR-TSO-3763 and DIR-CPO-5030 contracts - Ramirez
- [39.](#) Authorization to approve Office 365 contract renewal and purchase from SHI via DIR-TSO-4092 contract - Ramirez
- [40.](#) Authorization to purchase Aruba Clearpass network access control from Telepro, via TIPS #230105 contract - Ramirez

APPROVALS AND AUTHORIZATIONS

- [41.](#) Final Plat Approval: Western Meadows Subdivision, A 16.00 acre tract of land, more or less, being all of Lot 18, Block 7, Texan Gardens Subdivision, Rural ETJ, Developer: Nordhausen Utility Construction, LLC, Engineer: Nain Engineering, LLC, – De Luna
- [42.](#) Authorization to engage TEDSI Infrastructure Group for engineering and surveying services for the HSIP – TxDOT Traffic Signal Design Project - Bocanegra
- [43.](#) Approval of the August 2023 Financial Statements – Vela
- [44.](#) September 2023 Tax Collection Report - Vela
- [45.](#) Approval of Work Authorization for Professional Services #23 with Melden and Hunt, Inc. for the Construction of Mission Northwest Colonias Project - Terrazas
- [46.](#) Approval of Ordinance # _____ authorizing the issuance, sale and delivery of City Of Mission, Texas Waterworks and Sewer System Revenue Bonds, Series 2023 in the aggregate principal amount of \$4,255,000 providing for the payment of the bonds from a lien on and pledge of the net revenues of the City's waterworks and sewer system to the payment of the principal of and interest on such bonds; providing for the terms and conditions of such bonds; resolving other matters incident and relating to the issuance, payment, security, sale, and delivery of the bonds; and making other provisions regarding such bonds and matters incident thereto - Vela
- [47.](#) Approval of Resolution # _____ by the City Council of the City of Mission, Texas authorizing execution of a grant and loan agreement with the Texas Water Development Board and other matters related thereto - Vela
- [48.](#) Approval of Resolution No. _____ requesting financial assistance from the Texas Water Development Board (TWDB); authorizing the filing of an application for such assistance and designating the Mayor as the authorized representative – Terrazas
- [49.](#) Approval of Work Authorization for Professional Services #24 with Melden and Hunt, Inc. for the City of Mission 6.0 MGD Water Treatment Plant - Terrazas
- [50.](#) Authorization to approve Change Order No. 1 for Shary Business Park, Phase 1 with Posillico Civil, Inc. - Terrazas
- [51.](#) Approval of Resolution # ____ accepting the resignation of Council Member Abiel Flores, Place 3 – Carrillo
- [52.](#) Approval of Resolution # _____ calling a Special Election in Mission, Texas to fill a the vacancy of Councilmember for Place Three; providing for polling places and other matters relating to said election – Carrillo
Aprobación de Resolución No. _____ convocar una Elección Especial en Mission, Texas para cubrir la vacante de Concejal para el lugar Tres; proporcionar lugares de votación y otros asuntos relacionados con dicha elección - Carrillo
- [53.](#) Approval to enter into an Election Services Contract with the Hidalgo County Elections Administrator for the December 9, 2023 City of Mission Special Election - Carrillo

UNFINISHED BUSINESS

- [54.](#) TABLED 10/09/2023: Approval of pre-negotiated service agreements for hourly labor rates and parts mark ups for fleet repairs on all city units to include special equipment and Sanitation units for FY 2023-2024 - Avila

55. TABLED 10/09/2023: Approval of pre-negotiated service agreements for hourly labor rates and parts mark ups for fleet repairs on all city units to include special equipment and Sanitation Units for FY 2023-2024 - Mendiola

ROUTINE MATTERS

City Manager Comments

Mayor's Comments

City Council Comments

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 20th day of October, 2023 at 4:00 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 **23rd day of October, 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 **20th day of October, 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 4:00 p.m. on said date.



Anna Carrillo, City Secretary

Proclamation

City of Mission

Item 1.



WHEREAS, in 2005, a Call-To-Action email was circulated throughout our Nation encouraging people to wear the color Red on Fridays as a sign of support for American Military Troops deployed to numerous countries establishing the R.E.D. Campaign; and

WHEREAS, Remember Everyone Deployed (R.E.D.) carries the message to national levels, serving the military community and their families with services to show them that they are never forgotten and created with the motto of "MAKE MILITARY LIFE EASIER" while showing solidarity and support for our deployed service members and their families until they return home; and

WHEREAS, eighteen years later, United States military families and their relatives as well as numerous businesses, organizations and cities continue to encourage the wearing of RED on Fridays as a perpetual reminder of our heroes and to show that we are thinking of them; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States; and

WHEREAS, the act of wearing RED on Fridays is a proud sign of public support and solidarity and has become a symbol of support for those brave men and women who are currently serving our nation far from home; and

WHEREAS, their commitment to defending our freedoms and protecting our way of life is truly commendable they serve our Nation with honor, courage, resilience and selflessness as they carry out their duties with honor and dedication; and

WHEREAS, Citizens of the City of Mission, Texas are grateful for their sacrifices and support them with this small gesture that will spread the message of how important it is that we come together as a community to express our gratitude, support and appreciation for our deployed service members and acknowledges how US Military Deployments affects our service members and their families; and

NOW THEREFORE, we the City Council of the City of Mission, Texas, do hereby recognize and proclaim November 10, 2023 and every Friday thereafter as R.E.D. to show solidarity and provide support to our deployed service members, veterans, and their families. And invite the community to the City of Mission R.E.D. Flag Ceremony on November 10, 2023 at 9:30 a.m. at the Mission Police Department Courtyard.

PROCLAIMED on this the 23rd day of October, 2023.

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Abiel Flores, Councilman

Alberto Vela, Councilman

Proclamation

City of Mission



WHEREAS, families affected by the use of illicit fentanyl use desire to preserve the memory of the individuals lost to fentanyl overdose or poisoning who were unsuspecting victims, experimenting with the drug, or suffering from substance use disorder by, acknowledging the devastation caused by the use of illicit fentanyl and other dangerous drugs; and

WHEREAS, by sharing awareness about the dangers of the use of illicit fentanyl to prevent a public health crisis, self-harm, addiction, and death; and

WHEREAS, fentanyl is a highly addictive synthetic opioid that is 100 times more potent than morphine and is manufactured with other illicit drugs to increase potency, sold as a powder or mixed with other illicit drugs and pressed into counterfeit pills to look like legitimate pharmaceutical drugs; and

WHEREAS, the fentanyl crisis in the United States is a serious public safety threat the illicit fentanyl poisoning rate in 2022 was the highest in the history of the United States, and fentanyl poisoning was the number one cause of death among citizens of the United States aged 18 to 45 with at least 109,680 deaths; and

WHEREAS, families affected by the use of illicit fentanyl seek to raise awareness of that issue and prevent fentanyl-related deaths, and those families join together in the effort to save lives; and

WHEREAS, parents, young people, schools, businesses, law enforcement agencies, religious institutions and faith-based organizations, service organizations, senior citizens, medical and military personnel, sports teams, and individuals will demonstrate a commitment to healthy, productive, and drug-free lifestyles on Fentanyl Prevention.

NOW THEREFORE, we the City Council of the City of Mission are committed to educating young people on Fentanyl Prevention and Awareness to live a healthy, drug-free lifestyle; by encouraging children, teenagers, and other individuals to choose to live drug-free lives; and encourage the citizens of the City of Mission to promote drug prevention and the creation of drug-free communities by participating in drug prevention activities to show support for healthy, productive, and drug-free lifestyles.

PROCLAIMED on this the 23rd day of October, 2023

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

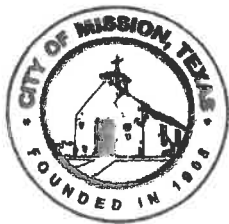
Abiel Flores, Councilman

Alberto Vela, Councilman

Proclamation

City of Mission

Item 3.



WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas;

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court;

WHEREAS, the procedures for the Mission Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas;

WHEREAS, the Mission Municipal Court serves as the local justice center for the enforcement of local ordinances and fine-only state offenses that protect the peace and dignity of our City; and

WHEREAS, the City of Mission is committed that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

WHEREAS, Mission Municipal Judges and our support personnel have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and conform to the standards set by the Canons of Judicial Conduct;

NOW THEREFORE, be it resolved by the City Council of the City of Mission, Texas that the week of November 6-10, 2023 is hereby recognized as:

MUNICIPAL COURT WEEK

in recognition of the fair and impartial justice offered to our citizens by the Municipal Court of Mission.

PROCLAIMED on this the 23rd day of October, 2023

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Abiel Flores, Councilman

Alberto Vela, Councilman

Proclamation

City of Mission

Item 4.



WHEREAS, October is National Animal Safety and Prevention Month; a month dedicated to promoting the safe practices of handling and caring for both domestic and wild animals; and

WHEREAS, Animals play an important part in our everyday lives, even if we don't personally have pets. So, it's vital to make sure that they are treated kindly and with the respect and care they deserve; and

WHEREAS, National Animal Safety and Prevention Month was created by the PALS Foundation. PALS is dedicated to helping people and animals coexist in a way that benefits all of nature. They believe that humans must come to know the value of all animals, both domestic and wild, and the important role that they play in our ecosystem; and

WHEREAS, there are several ways to participate in National Animal Safety and Prevention Month. Some of them are as simple as being aware of the needs of your own household pets. Make sure they are micro-chipped, collars with identification tags are also just as important; and

WHEREAS, the City of Mission would like to invite the entire community to support our Mission Animal Shelter and other non-profit organizations which encourage responsible and compassionate treatment of all animals and invite you to visit our animal shelter and adopt a pet.

NOW THEREFORE, we the City Council of the City of Mission do hereby proclaim October 2023 as: "*National Animal Safety and Prevention Month*" in Mission, Texas.

PROCLAIMED on this the 23rd day of October, 2023

Norie Gonzalez Garza, Mayor

Jessica Ortega, Councilwoman

Ruben Plata, Mayor Pro Tem

Abiel Flores, Councilman

Alberto Vela, Councilman

Proclamation

City of Mission

Item 5.



WHEREAS, change is a constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States; and

WHEREAS, American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to recovery and how planners can lead communities to equitable, resilient and long-lasting recovery; and

WHEREAS, the celebration of National Community planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of planning commissions and other citizen planners who have contributed their time and expertise to the improvement of the City of Mission; and

WHEREAS, we recognize the many valuable contributions made by professional community and regional planners of the City of Mission and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW THEREFORE, we the City Council of the City of Mission proclaim the month of October 2023 as

COMMUNITY PLANNING MONTH

PROCLAIMED on this the 23rd day of October, 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: October 23, 2023
PRESENTED BY: Randy Perez, City Manager
AGENDA ITEM: Departmental Reports – Perez

NATURE OF REQUEST:
 Mission Police Department – September 2023
 Speer Memorial Library – September 2023
 Mission Fire Department – September 2023
 Community Development – September 2023
 Mission Event Center – September 2023
 Sanitation – September 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 _____

Mission Police Department



Monthly Report September 2023



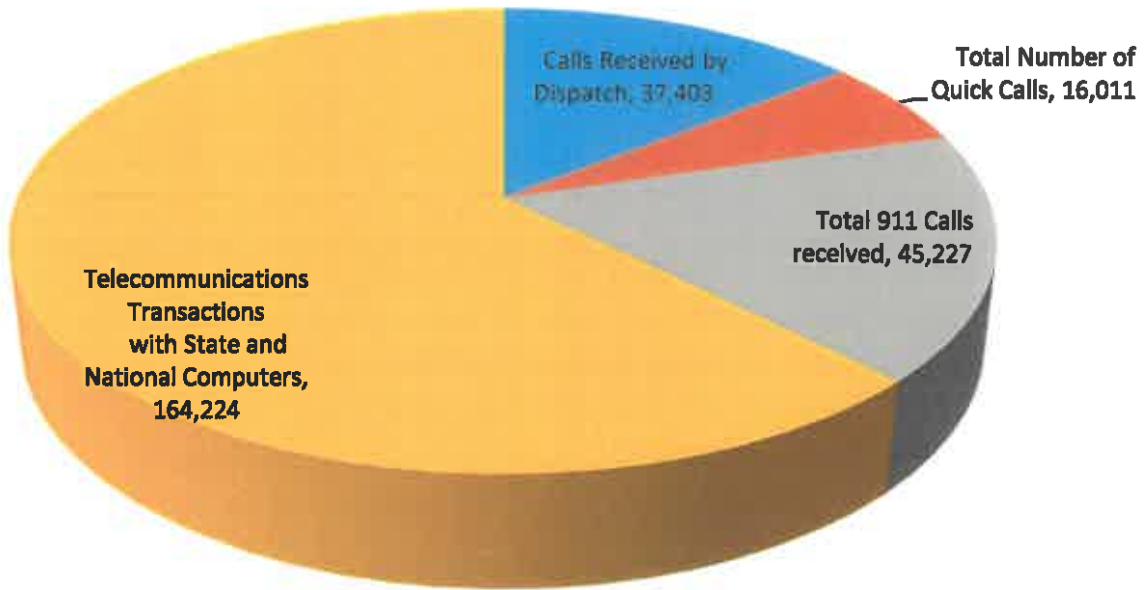
Mission Police Department

Monthly Report for September 2023



Communications Division

	<u>Sept 23</u>	<u>FY 22-23 YTD</u>
Calls Received by Dispatch	2,910	37,403
Total Number of Quick Calls	826	16,011
Total 911 Calls received	3,166	45,227
Telecommunications Transactions with State and National Computers	12,757	164,224





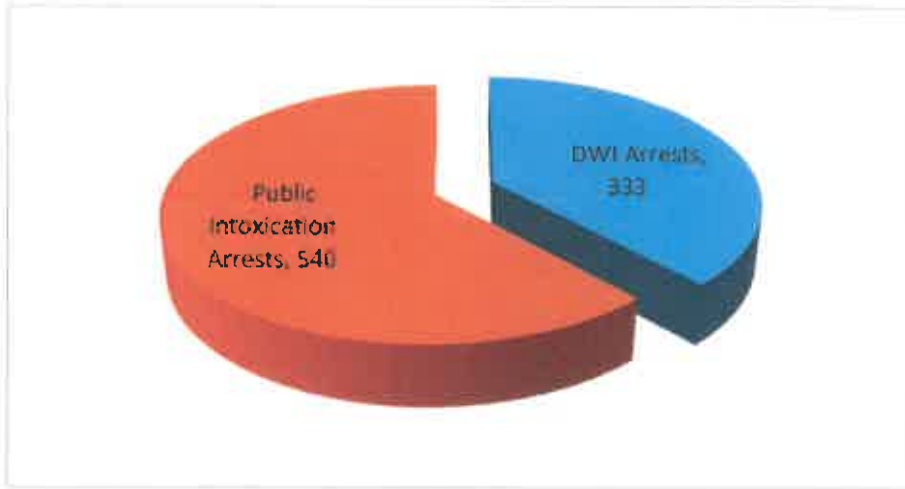
Mission Police Department Monthly Report for September 2023



Patrol Division

DWI Arrests
Public Intoxication Arrests

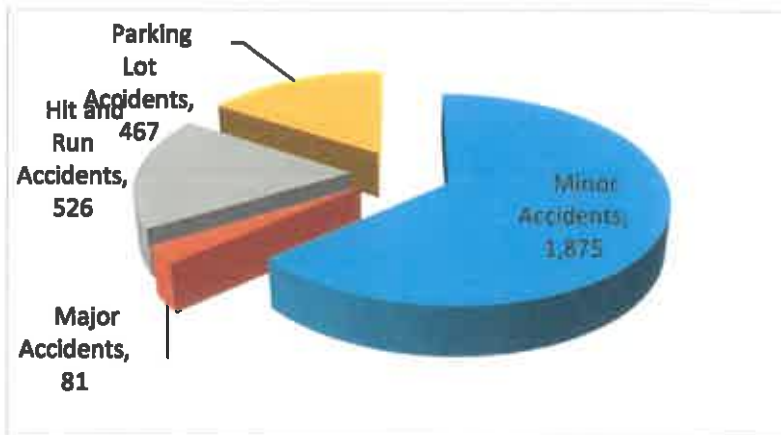
<u>Sept 23</u>	<u>FY 22-23 YTD</u>
22	333
38	540



Traffic Division

Minor Accidents
Major Accidents
Hit and Run Accidents
Parking Lot Accidents

<u>Sept 23</u>	<u>FY 22-23 YTD</u>
144	1,875
4	81
49	526
41	467





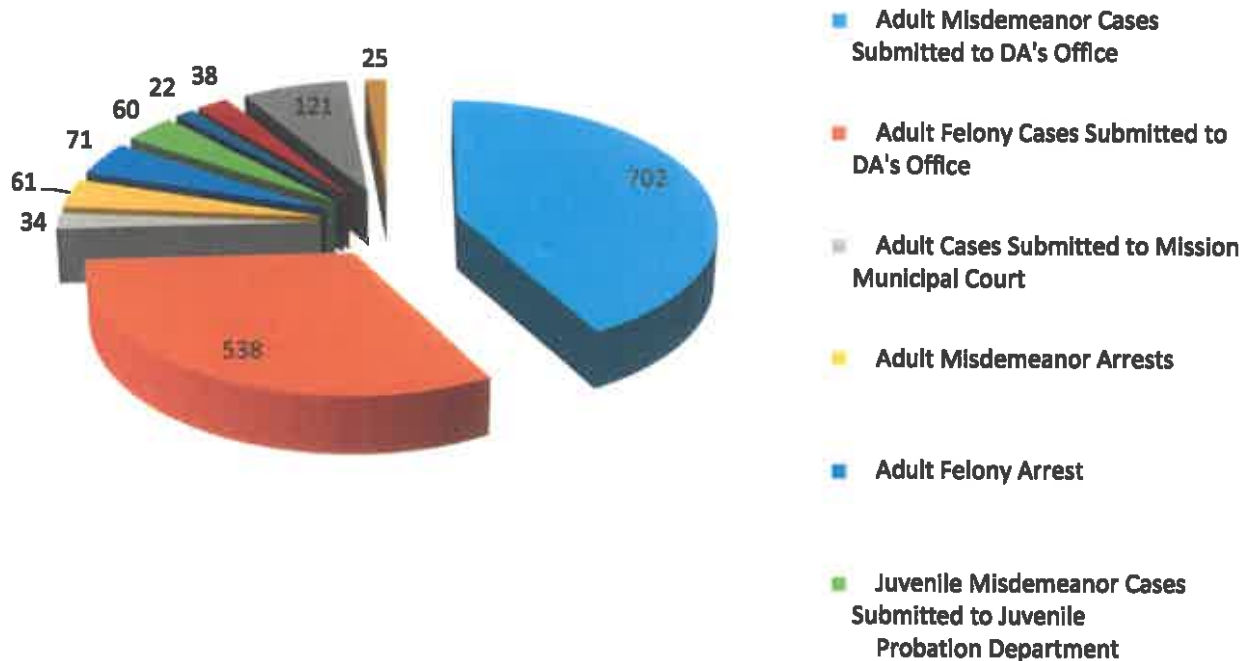
Criminal Investigations Criminal Case Submissions



- Adult Misdemeanor Cases Submitted to DA's Office**
- Adult Felony Cases Submitted to DA's Office**
- Adult Cases Submitted to Mission Municipal Court**
- Adult Misdemeanor Arrests**
- Adult Felony Arrest**
- Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department**
- Juvenile Felony Cases Submitted to Juvenile Probation Department**
- Juvenile Cases Submitted to Mission Municipal Court**
- Juvenile Misdemeanor Arrests**
- Juvenile Felony Arrests**
- Total Open Cases**

	Sept 23	FY 22-23 YTD
Adult Misdemeanor Cases Submitted to DA's Office	52	702
Adult Felony Cases Submitted to DA's Office	47	538
Adult Cases Submitted to Mission Municipal Court	1	34
Adult Misdemeanor Arrests	6	61
Adult Felony Arrest	8	71
Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department	12	60
Juvenile Felony Cases Submitted to Juvenile Probation Department	2	22
Juvenile Cases Submitted to Mission Municipal Court	3	38
Juvenile Misdemeanor Arrests	17	121
Juvenile Felony Arrests	2	25
Total Open Cases	0	0

Sept 23





Mission Police Department

Monthly Report for September 2023

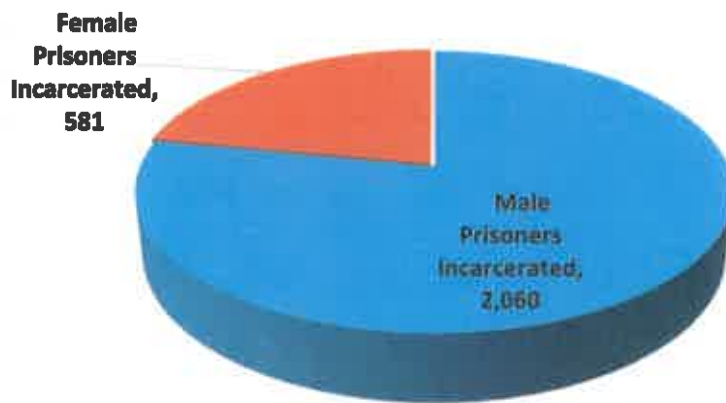


Jail Division

Adults

Male Prisoners Incarcerated
Female Prisoners Incarcerated
Total

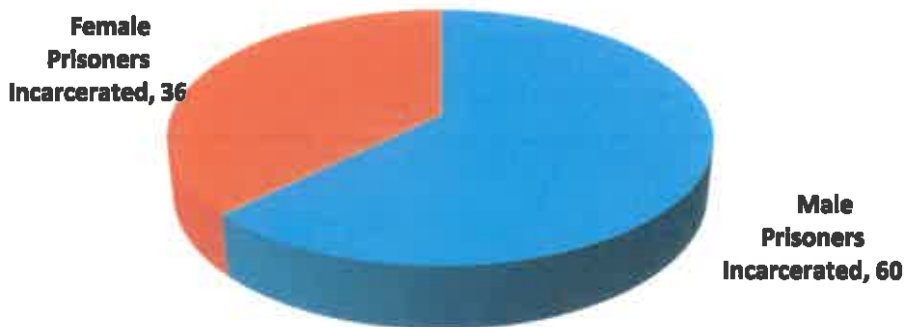
	<u>Sept 23</u>	<u>FY 22-23 YTD</u>
Male Prisoners Incarcerated	139	2,060
Female Prisoners Incarcerated	41	581
Total	180	2,641



Juveniles

Male Prisoners Incarcerated
Female Prisoners Incarcerated
Total

	<u>Sept 23</u>	<u>FY 22-23 YTD</u>
Male Prisoners Incarcerated	12	60
Female Prisoners Incarcerated	6	36
Total	18	96





Narcotics Division -DEA

Seizures

Marihuana (lbs)
(Street Value -\$506.00 per pound)

Sept 23	FY 22-23 YTD
0.00	745.83
\$0.00	\$377,389.03

Cocaine (kilos)
(Street Value -\$21,000.00 per Kilo)

2.5	833.47
\$52,500.00	\$17,502,870.00

Fentanyl
(Street Value -\$30,000.00 per Kilo)

0	17.13
\$0.00	\$514,026.00

Heroin (kilos)
(Street Value -\$17,680.00 per Kilo)

0	57.85
\$0.00	\$1,978,470.00

Methamphetamine (kilos)
(Street Value -\$11,925.00 per Kilo)

0	0.21
\$0.00	\$4,159.10

Currency Seizures:

\$219,924.00	\$1,021,440.00
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Vehicle Seizures:

0	21
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Arrest:

5	70
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Narcotics Division -Immigration & Customs Enforcement

Seizures

Marihuana (lbs)
(Street Value -\$506.00 per pound)

Sept 23	FY 22-23 YTD
0	0.00
\$0.00	\$0.00

Cocaine (kilos)
(Street Value -\$21,000.00 per Kilo)

11.7	317.41
\$245,700.00	\$6,665,610.00

Heroin (kilos)
(Street Value -\$17,680.00 per Kilo)

0	0.00
\$0.00	\$0.00

Methamphetamine (kilos)
(Street Value -\$11,925.00 per Kilo)

0	1402.00
\$0.00	\$27,899,800.00

Currency Seizures:

\$0.00	\$2,783,573.00
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Vehicle Seizures:

0	4
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Arrest:

4	52
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Mission Police and Criminal Investigations

Narcotics

	<u>Sept 23</u>	<u>FY 22-23 YTD</u>
Marihuana (pounds)	0.93	4.25
(Street Value -\$506.00 per pound)	\$472.60	\$2,150.50
Cocaine (kilos)	0.0030	173.95
(Street Value -\$21,000.00 per Kilo)	\$63.00	\$3,652,848.99
Currency	\$31.00	\$8,349.13

U.S. Marshal Task Force

	<u>Sept 23</u>	<u>FY 22-23 YTD</u>
Fugitive Apprehension	0	1,126
Mission CIB Warrants	0	38
68-A Vehicle Inspections	0	21



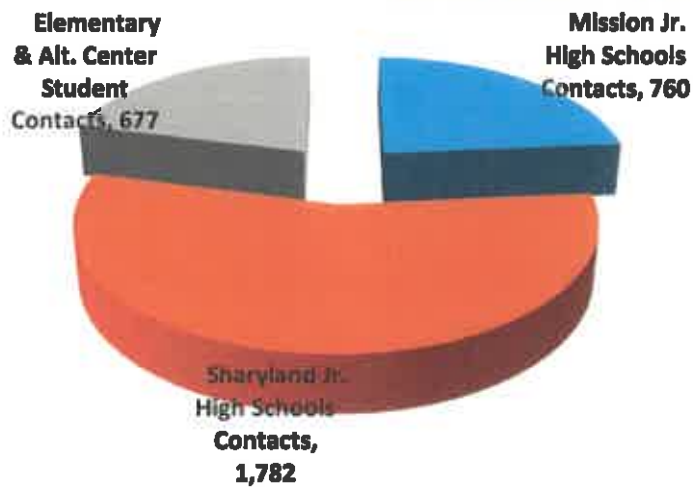
Mission Police Department

Monthly Report for September 2023



Educational Resource Officer Program

	Sept 23	FY 22-23 YTD
Mission Jr. High Schools Contacts	93	760
Sharyland Jr. High Schools Contacts	118	1,782
Elementary & Alt. Center Student Contacts	67	677



	Sept 23	FY 22-23 YTD
Mission High Schools	199	1,538
Sharyland High Schools	203	1,264



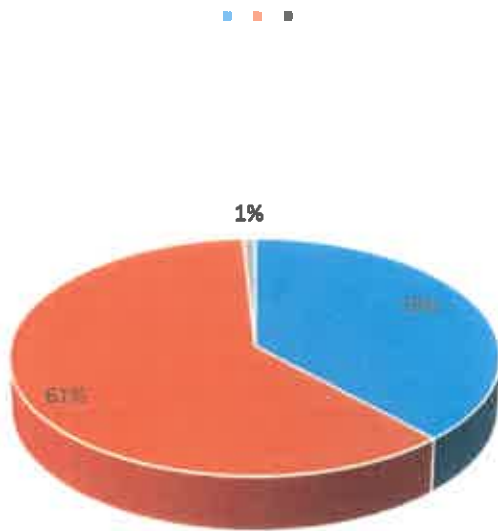
Adult & Juvenile Cases Submitted by Police Officers Assigned to Mission & Sharyland Schools



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

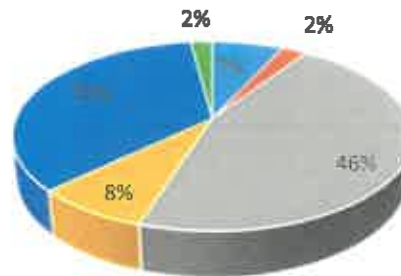
	<u>Sept 23</u>	<u>FY 22-23 YTD</u>
Adult Cases Submitted to Mission Municipal Court	11	45
Adult Misdemeanor Arrests	13	72
Adult Felony Arrests	1	1
Juvenile Misdemeanor Cases Submitted to Juvenile Probation Department	11	23
Juvenile Felony Cases Submitted to Juvenile Probation Department	2	8
Juvenile Cases Submitted to Mission Municipal Court	30	151
Juvenile Cases Submitted to JP Court	2	26
Juvenile Misdemeanor Arrests	32	116
Juvenile Felony Arrests	1	7

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 September 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.

	Sept 23	FY 22-23 YTD
Accident Reports	88	1,083
Fingerprints	10	279
Clearance Letters	10	128
Alarms	0	201
VIN Checks	2	19
TOTAL	110	1,710



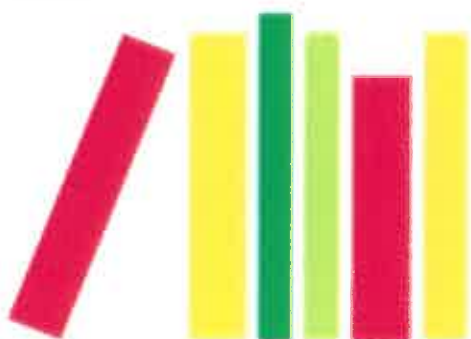
SPEER MEMORIAL LIBRARY

DOOR COUNT



SEPTEMBER
2023

9,103



8,848

BOOKS CHECKED OUT



254

ADULT PROGRAM AUDIENCE



VOLUNTEER HOURS WORKED

333



TEENS PROGRAM AUDIENCE 221

374



CHILDREN PROGRAM AUDIENCE

USE OUR
ONLINE RESOURCES



WWW.MISSION.LIB.TX.US



**MISSION
FIRE DEPARTMENT
MONTHLY REPORTS
SEPTEMBER 2023**



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

Mission Fire Department

Mission, TX

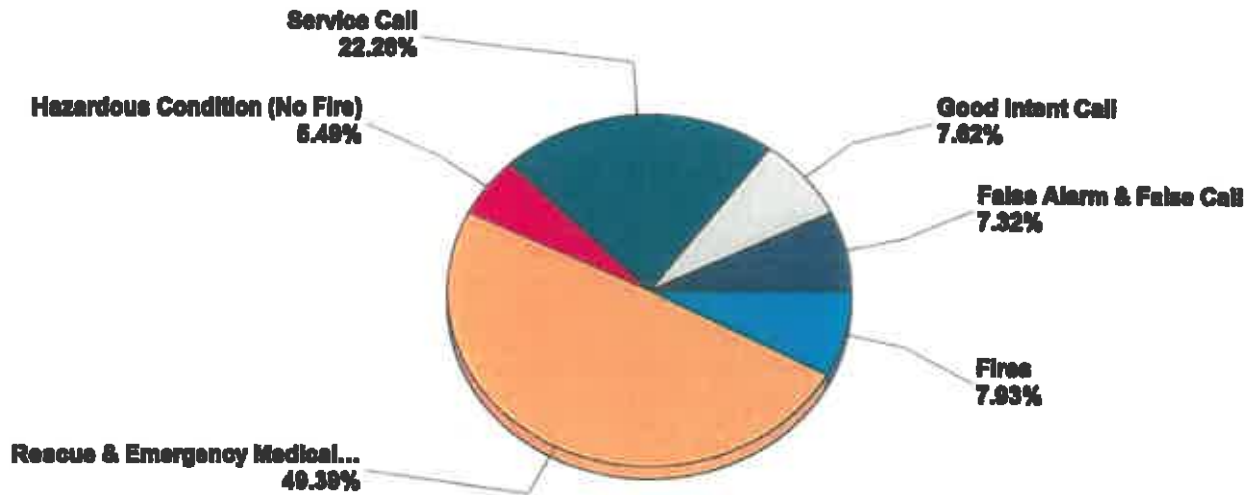
This report was generated on 10/10/2023 8:09:49 AM



Item 9.

Breakdown by Major Incident Types for Data Range

Zone(s): All Zones | Start Date: 09/01/2023 | End Date: 09/30/2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	28	7.93%
Rescue & Emergency Medical Service	162	49.39%
Hazardous Condition (No Fire)	18	5.49%
Service Call	73	22.26%
Good Intent Call	25	7.62%
False Alarm & False Call	24	7.32%
TOTAL	328	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
100 - Fire, other	3	0.91%
111 - Building fire	2	0.61%
122 - Fire in motor home, camper, recreational vehicle	1	0.3%
131 - Passenger vehicle fire	1	0.3%
140 - Natural vegetation fire, other	2	0.61%
141 - Forest, woods or wildland fire	2	0.61%
142 - Brush or brush-and-grass mixture fire	9	2.74%
143 - Grass fire	3	0.91%
150 - Outside rubbish fire, other	1	0.3%
151 - Outside rubbish, trash or waste fire	2	0.61%
311 - Medical assist, assist EMS crew	8	2.44%
320 - Emergency medical service, other	16	4.88%
321 - EMS call, excluding vehicle accident with injury	108	32.83%
322 - Motor vehicle accident with injuries	18	5.49%
323 - Motor vehicle/pedestrian accident (MV/Ped)	2	0.61%
324 - Motor vehicle accident with no injuries	6	1.83%
331 - Lock-in (if lock out, use 511)	3	0.91%
352 - Extrication of victim(s) from vehicle	1	0.3%
411 - Gasoline or other flammable liquid spill	1	0.3%
412 - Gas leak (natural gas or LPG)	8	2.44%
422 - Chemical spill or leak	1	0.3%
440 - Electrical wiring/equipment problem, other	2	0.61%
441 - Heat from short circuit (wiring), defective/worn	1	0.3%
444 - Power line down	1	0.3%
445 - Arcing, shorted electrical equipment	4	1.22%
500 - Service Call, other	19	5.79%
511 - Lock-out	6	1.83%
512 - Ring or jewelry removal	1	0.3%
541 - Animal problem	1	0.3%
550 - Public service assistance, other	3	0.91%
551 - Assist police or other governmental agency	6	1.83%
553 - Public service	5	1.52%
554 - Assist invalid	27	8.23%
561 - Unauthorized burning	4	1.22%
571 - Cover assignment, standby, moveup	1	0.3%
600 - Good intent call, other	2	0.61%
611 - Dispatched & cancelled en route	8	2.44%
621 - Wrong location	1	0.3%
622 - No incident found on arrival at dispatch address	7	2.13%
631 - Authorized controlled burning	1	0.3%
651 - Smoke scare, odor of smoke	2	0.61%
653 - Smoke from barbecue, tar kettle	3	0.91%
661 - EMS call, party transported by non-fire agency	1	0.3%
733 - Smoke detector activation due to malfunction	6	1.83%
741 - Sprinkler activation, no fire - unintentional	1	0.3%
743 - Smoke detector activation, no fire - unintentional	9	2.74%
744 - Detector activation, no fire - unintentional	2	0.61%
745 - Alarm system activation, no fire - unintentional	5	1.52%
746 - Carbon monoxide detector activation, no CO	1	0.3%
TOTAL INCIDENTS:	328	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

This report was generated on 10/11/2023 1:54:42 PM



Item 9.

Incident Statistics with Alarm to Arrival

Start Date: 09/01/2023 | End Date: 09/30/2023

INCIDENT COUNT

INCIDENT TYPE	# INCIDENTS
EMS	162
FIRE	166
TOTAL	328

TOTAL TRANSPORTS (N2 and N3)

APPARATUS	# of APPARATUS TRANSPORTS	# of PATIENT TRANSPORTS	TOTAL # of PATIENT CONTACTS
TOTAL			

PRE-INCIDENT VALUE

\$0.00

LOSSES

\$0.00

CO CHECKS

745 - Carbon monoxide detector activation, no CO

1

TOTAL

1

MUTUAL AID

Aid Type

Total

Aid Given

2

Aid Received

1

OVERLAPPING CALLS

OVERLAPPING

144

% OVERLAPPING

43.9

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)

Station	EMS	FIRE
Central	0:07:11	0:10:45
Station 2	0:06:49	0:14:28
Station 3	0:06:16	0:07:48
Station 4	0:06:34	0:09:05
Station 5	0:08:58	0:12:29
AVERAGE FOR ALL CALLS		0:07:44

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Alarm to Arrival)

Station	EMS	FIRE
Central	0:07:27	0:10:48
Station 2	0:07:01	0:14:36
Station 3	0:06:26	0:07:54
Station 4	0:06:39	0:09:07

Custom Report. Only Reviewed incidents included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of incidents where apparatus transported. # Patient Transports = All patients transported by EMS. #Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMESIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



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Station 5

0:09:12

0:15:09

Item 9.

AVERAGE FOR ALL CALLS

0:07:57

LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)

Station	EMS	FIRE
Central	0:01:35	0:04:54
Station 2	0:01:27	0:07:20
Station 3	0:01:10	0:01:32
Station 4	0:01:18	0:02:16
Station 5	0:00:58	0:02:25

AVERAGE FOR ALL CALLS

0:01:44

AGENCY

AVERAGE TIME ON SCENE (MM:SS)

Mission Fire Department

28:11

Custom Report. Only Reviewed Incidents Included. CO Checks only includes Incident Types: 424, 736 and 734. # Apparatus Transports = # of Incidents where apparatus transported. # Patient Transports = All patients transported by EMS. #Patient Contacts = # of PCR contacted by apparatus. This report now returns both NEMSIS 2 & 3 data as appropriate. For overlapping calls that span over multiple days, total per month will not equal Total count for year.



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Mission Fire Department

Mission, TX

This report was generated on 10/10/2023 8:14:07 AM



Item 9.

Incident Type Count per Station for Date Range
Start Date: 09/01/2023 | End Date: 09/30/2023

INCIDENT TYPE	# INCIDENTS
Station: 1 - CENTRAL	
111 - Building fire	1
122 - Fire in motor home, camper, recreational vehicle	1
140 - Natural vegetation fire, other	2
311 - Medical assist, assist EMS crew	1
320 - Emergency medical service, other	15
321 - EMS call, excluding vehicle accident with injury	62
322 - Motor vehicle accident with injuries	6
331 - Lock-in (if lock out, use 511)	2
412 - Gas leak (natural gas or LPG)	3
440 - Electrical wiring/equipment problem, other	2
444 - Power line down	1
445 - Arcing, shorted electrical equipment	2
500 - Service Call, other	11
511 - Lock-out	3
541 - Animal problem	1
550 - Public service assistance, other	3
551 - Assist police or other governmental agency	3
553 - Public service	1
554 - Assist invalid	13
600 - Good intent call, other	2
611 - Dispatched & cancelled en route	4
622 - No incident found on arrival at dispatch address	3
651 - Smoke scare, odor of smoke	1
653 - Smoke from barbecue, tar kettle	2
661 - EMS call, party transported by non-fire agency	1
743 - Smoke detector activation, no fire - unintentional	3
745 - Alarm system activation, no fire - unintentional	2
# Incidents for 1 - Central:	151
Station: 2 - STATION 2	
100 - Fire, other	1
111 - Building fire	1
141 - Forest, woods or wildland fire	1
142 - Brush or brush-and-grass mixture fire	2
311 - Medical assist, assist EMS crew	3
320 - Emergency medical service, other	1

Only REVIEWED incidents included.

INCIDENT TYPE	# INCIDENTS
321 - EMS call, excluding vehicle accident with injury	18
322 - Motor vehicle accident with injuries	4
323 - Motor vehicle/pedestrian accident (MV Ped)	1
324 - Motor vehicle accident with no injuries.	1
411 - Gasoline or other flammable liquid spill	1
412 - Gas leak (natural gas or LPG)	3
441 - Heat from short circuit (wiring), defective/worn	1
445 - Arcing, shorted electrical equipment	1
500 - Service Call, other	3
511 - Lock-out	1
512 - Ring or jewelry removal	1
553 - Public service	4
554 - Assist Invalid	5
611 - Dispatched & cancelled en route	2
622 - No incident found on arrival at dispatch address	1
744 - Detector activation, no fire - unintentional	1
745 - Alarm system activation, no fire - unintentional	2
# Incidents for 2 - Station 2:	57

Station: 3 - STATION 3

100 - Fire, other	1
142 - Brush or brush-and-grass mixture fire	2
311 - Medical assist, assist EMS crew	1
321 - EMS call, excluding vehicle accident with injury	12
322 - Motor vehicle accident with injuries	1
324 - Motor vehicle accident with no injuries.	1
331 - Lock-in (if lock out , use 511)	1
352 - Extrication of victim(s) from vehicle	1
412 - Gas leak (natural gas or LPG)	1
422 - Chemical spill or leak	1
445 - Arcing, shorted electrical equipment	1
500 - Service Call, other	2
551 - Assist police or other governmental agency	1
554 - Assist Invalid	6
561 - Unauthorized burning	1
611 - Dispatched & cancelled en route	1
621 - Wrong location	1
651 - Smoke scare, odor of smoke	1
733 - Smoke detector activation due to malfunction	2
743 - Smoke detector activation, no fire - unintentional	2
746 - Carbon monoxide detector activation, no CO	1
# Incidents for 3 - Station 3:	41

Only REVIEWED incidents included.

INCIDENT TYPE	# INCIDENTS
Station: 4 - STATION 4	
100 - Fire, other	1
131 - Passenger vehicle fire	1
142 - Brush or brush-and-grass mixture fire	2
143 - Grass fire	2
150 - Outside rubbish fire, other	1
151 - Outside rubbish, trash or waste fire	1
311 - Medical assist, assist EMS crew	3
321 - EMS call, excluding vehicle accident with injury	9
322 - Motor vehicle accident with injuries	6
323 - Motor vehicle/pedestrian accident (MV Ped)	1
324 - Motor vehicle accident with no injuries.	3
500 - Service Call, other	1
511 - Lock-out	1
554 - Assist invalid	1
581 - Unauthorized burning	3
611 - Dispatched & cancelled en route	1
622 - No incident found on arrival at dispatch address	2
631 - Authorized controlled burning	1
653 - Smoke from barbecue, tar kettle	1
733 - Smoke detector activation due to malfunction	1
743 - Smoke detector activation, no fire - unintentional	2
745 - Alarm system activation, no fire - unintentional	1
# Incidents for 4 - Station 4:	45

Station: 5 - STATION 5	
141 - Forest, woods or wildland fire	1
142 - Brush or brush-and-grass mixture fire	3
143 - Grass fire	1
151 - Outside rubbish, trash or waste fire	1
321 - EMS call, excluding vehicle accident with injury	9
322 - Motor vehicle accident with injuries	1
324 - Motor vehicle accident with no injuries.	1
412 - Gas leak (natural gas or LPG)	1
500 - Service Call, other	2
511 - Lock-out	1
551 - Assist police or other governmental agency	2
554 - Assist invalid	2
571 - Cover assignment, standby, moveup	1
622 - No incident found on arrival at dispatch address	1
733 - Smoke detector activation due to malfunction	3
741 - Sprinkler activation, no fire - unintentional	1
743 - Smoke detector activation, no fire - unintentional	2

Only REVIEWED incidents included.

INCIDENT TYPE	# INCIDENTS
744 - Detector activation, no fire - unintentional	1
# Incidents for 5 - Station 5:	34

Item 9.

Only REVIEWED incidents included.

Mission Fire Department



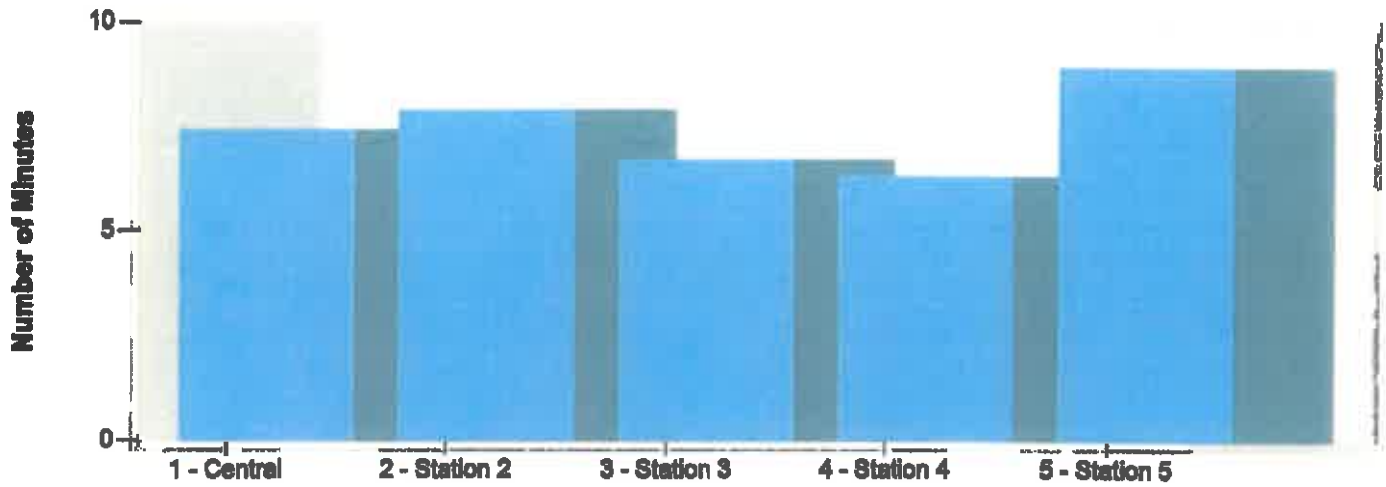
Item 9.

Mission, TX

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Average Response Time per Station for Date Range

Start Date: 09/01/2023 | End Date: 09/30/2023



STATION	AVERAGE RESPONSE MM:SS (Dispatch to Arrived)
1 - Central	7:26
2 - Station 2	7:55
3 - Station 3	6:44
4 - Station 4	6:20
5 - Station 5	8:56

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

This report was generated on 10/10/2023 8:15:17 AM



Item 9.

Count of Overlapping Incidents for Date Range

Start Date: 09/01/2023 | End Date: 09/30/2023

# OVERLAPPING	% OVERLAPPING	TOTAL
144	43.9	328

OVERLAPPING INCIDENT DETAILS

ALARM	CLEAR/CANCEL	INCIDENT #	INCIDENT TYPE	STATION	ZONE
9/1/2023					
9/1/2023 2:58:00 PM	9/1/2023 5:16:00 PM	2023-2874	322	Central	
9/1/2023 4:02:00 PM	9/1/2023 4:21:00 PM	2023-2875	311	Station 4	
9/1/2023 4:08:00 PM	9/1/2023 4:24:00 PM	2023-2876	554	Station 3	
9/1/2023 5:03:00 PM	9/1/2023 8:48:00 PM	2023-2877	322	Station 4	
9/2/2023					
9/2/2023 11:37:00 AM	9/2/2023 1:56:00 PM	2023-2884	143	Station 5	
9/2/2023 12:53:00 PM	9/2/2023 1:07:00 PM	2023-2885	553	Central	
9/2/2023 1:51:00 PM	9/2/2023 1:51:00 PM	2023-2886	444	Central	
9/3/2023					
9/3/2023 4:42:00 PM	9/3/2023 4:52:00 PM	2023-2892	622	Central	
9/3/2023 4:48:00 PM	9/3/2023 5:03:00 PM	2023-2893	321	Central	
9/3/2023 5:05:00 PM	9/3/2023 5:30:00 PM	2023-2894	321	Station 4	
9/3/2023 5:29:00 PM	9/3/2023 5:35:00 PM	2023-2895	551	Station 3	
9/3/2023 9:08:00 PM	9/3/2023 9:37:00 PM	2023-2897	321	Central	
9/3/2023 9:20:00 PM	9/3/2023 9:28:00 PM	2023-2898	321	Station 2	
9/3/2023 9:30:00 PM	9/3/2023 9:50:00 PM	2023-2899	321	Station 4	
9/3/2023 9:51:00 PM	9/3/2023 10:10:00 PM	2023-2900	321	Central	
9/3/2023 9:58:00 PM	9/3/2023 11:07:00 PM	2023-2901	745	Station 4	
9/3/2023 11:02:00 PM	9/3/2023 11:18:00 PM	2023-2902	600	Central	
9/4/2023					
9/4/2023 1:43:00 PM	9/4/2023 2:12:00 PM	2023-2903	321	Central	
9/4/2023 2:08:00 PM	9/4/2023 2:28:00 PM	2023-2904	554	Station 2	Central District
9/4/2023 5:12:00 PM	9/4/2023 5:45:00 PM	2023-2908	321	Station 5	
9/4/2023 5:30:00 PM	9/4/2023 5:45:00 PM	2023-2909	324	Station 4	
9/4/2023 6:58:00 PM	9/4/2023 7:23:00 PM	2023-2911	746	Station 3	
9/4/2023 6:59:00 PM	9/4/2023 7:30:00 PM	2023-2912	500	Central	
9/5/2023					
9/5/2023 2:25:00 AM	9/5/2023 6:59:00 AM	2023-2915	141	Station 5	
9/5/2023 5:24:00 AM	9/5/2023 5:41:00 AM	2023-2916	321	Station 3	
9/5/2023 1:59:00 PM	9/5/2023 2:28:00 PM	2023-2918	322	Station 4	
9/5/2023 2:25:00 PM	9/5/2023 3:00:00 PM	2023-2920	554	Central	
9/5/2023 6:21:00 PM	9/5/2023 6:39:00 PM	2023-2923	554	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
9/5/2023 5:35:00 PM	9/5/2023 5:52:00 PM	2023-2924	651	Station 3	
9/5/2023 7:30:00 PM	9/5/2023 11:52:00 PM	2023-2925	141	Station 2	
9/5/2023 9:37:00 PM	9/5/2023 9:55:00 PM	2023-2926	653	Central	
9/6/2023					
9/6/2023 8:14:00 AM	9/6/2023 8:31:00 AM	2023-2927	733	Station 3	
9/6/2023 8:16:00 AM	9/6/2023 9:05:00 AM	2023-2928	322	Station 5	
9/6/2023 8:57:00 AM	9/6/2023 9:25:00 AM	2023-2929	320	Central	
9/6/2023 9:16:00 AM	9/6/2023 9:44:00 AM	2023-2931	320	Central	
9/7/2023					
9/7/2023 2:56:00 PM	9/7/2023 5:00:00 PM	2023-2945	143	Station 4	
9/7/2023 4:07:00 PM	9/7/2023 4:24:00 PM	2023-2946	611	Station 2	
9/7/2023 9:02:00 PM	9/7/2023 11:13:00 PM	2023-2949	111	Central	
9/7/2023 9:09:00 PM	9/7/2023 9:20:00 PM	2023-2950	321	Station 2	District 2
9/7/2023 10:21:00 PM	9/7/2023 10:50:00 PM	2023-2951	321	Central	
9/8/2023					
9/8/2023 9:30:00 AM	9/8/2023 10:05:00 AM	2023-2954	311	Station 4	
9/8/2023 9:51:00 AM	9/8/2023 10:30:00 AM	2023-2955	412	Central	
9/8/2023 10:51:00 AM	9/8/2023 11:00:00 AM	2023-2956	321	Station 2	
9/8/2023 10:56:00 AM	9/8/2023 11:15:00 AM	2023-2957	321	Station 5	
9/8/2023 1:45:00 PM	9/8/2023 2:10:00 PM	2023-2958	321	Station 3	
9/8/2023 2:10:00 PM	9/8/2023 3:26:00 PM	2023-2959	142	Station 3	
9/8/2023 2:32:00 PM	9/8/2023 2:35:00 PM	2023-2960	611	Central	
9/8/2023 4:28:00 PM	9/8/2023 5:25:00 PM	2023-2962	142	Station 3	
9/8/2023 5:02:00 PM	9/8/2023 5:23:00 PM	2023-2963	743	Central	
9/8/2023 7:30:00 PM	9/8/2023 7:55:00 PM	2023-2965	321	Station 3	
9/8/2023 7:50:00 PM	9/8/2023 8:05:00 PM	2023-2966	320	Central	
9/8/2023 9:11:00 PM	9/8/2023 9:22:00 PM	2023-2968	500	Central	
9/8/2023 9:18:00 PM	9/8/2023 9:37:00 PM	2023-2969	611	Central	
9/8/2023 9:24:00 PM	9/8/2023 10:20:00 PM	2023-2970	661	Station 4	
9/9/2023					
9/9/2023 9:24:00 AM	9/9/2023 9:47:00 AM	2023-2972	321	Central	
9/9/2023 9:29:00 AM	9/9/2023 9:32:00 AM	2023-2973	611	Station 3	
9/9/2023 6:43:00 PM	9/9/2023 7:49:00 PM	2023-2977	631	Station 4	
9/9/2023 7:04:00 PM	9/9/2023 7:26:00 PM	2023-2978	321	Central	
9/10/2023					
9/10/2023 3:46:00 AM	9/10/2023 3:57:00 AM	2023-2983	321	Central	
9/10/2023 3:56:00 AM	9/10/2023 4:25:00 AM	2023-2981	321	Station 5	
9/10/2023 9:48:00 PM	9/10/2023 10:19:00 PM	2023-2986	321	Station 4	
9/10/2023 10:03:00 PM	9/10/2023 10:46:00 PM	2023-2987	611	Central	
9/10/2023 11:38:00 PM	9/11/2023 1:00:00 AM	2023-2988	142	Station 5	
9/10/2023 11:54:00 PM	9/11/2023 12:18:00 AM	2023-2989	554	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.

OVERLAPPING INCIDENT DETAILS

Item 9.

ALARM	CLEAR/CANCEL	INCIDENT #	INCIDENT TYPE	STATION	ZONE
9/12/2023					
9/12/2023 11:30:00 PM	9/13/2023 12:29:00 AM	2023-3006	111	Station 2	
9/13/2023					
9/13/2023 12:03:00 AM	9/13/2023 12:19:00 AM	2023-3007	622	Station 5	
9/14/2023					
9/14/2023 10:51:00 AM	9/14/2023 11:12:00 AM	2023-3014	321	Central	
9/14/2023 11:09:00 AM	9/14/2023 11:30:00 AM	2023-3016	321	Central	
9/14/2023 12:59:00 PM	9/14/2023 2:00:00 PM	2023-3017	651	Central	
9/14/2023 1:20:00 PM	9/14/2023 1:32:00 PM	2023-3018	611	Station 4	
9/14/2023 3:25:00 PM	9/14/2023 3:43:00 PM	2023-3021	321	Central	
9/14/2023 3:34:00 PM	9/14/2023 3:53:00 PM	2023-3020	321	Central	
9/15/2023					
9/15/2023 2:07:00 PM	9/16/2023 3:09:00 PM	2023-3029	142	Station 2	
9/15/2023 2:18:00 PM	9/15/2023 2:43:00 PM	2023-3030	322	Station 4	
9/15/2023 2:23:00 PM	9/15/2023 2:43:00 PM	2023-3031	320	Central	
9/15/2023 3:01:00 PM	9/15/2023 3:25:00 PM	2023-3032	320	Central	
9/15/2023 3:05:00 PM	9/16/2023 3:28:00 PM	2023-3033	321	Station 3	
9/15/2023 3:09:00 PM	9/15/2023 3:49:00 PM	2023-3034	321	Central	
9/16/2023 3:29:00 PM	9/15/2023 3:50:00 PM	2023-3035	321	Central	
9/15/2023 3:47:00 PM	9/15/2023 4:14:00 PM	2023-3036	500	Station 2	
9/15/2023 5:54:00 PM	9/16/2023 7:03:00 PM	2023-3038	142	Station 5	
9/15/2023 6:19:00 PM	9/16/2023 8:07:00 PM	2023-3039	322	Central	
9/15/2023 6:40:00 PM	9/16/2023 7:06:00 PM	2023-3040	321	Station 2	
9/15/2023 7:33:00 PM	9/16/2023 8:04:00 PM	2023-3041	321	Station 3	
9/16/2023 7:46:00 PM	9/16/2023 8:13:00 PM	2023-3042	321	Station 4	
9/16/2023					
9/16/2023 8:41:00 AM	9/16/2023 9:08:00 AM	2023-3047	745	Central	
9/16/2023 8:56:00 AM	9/16/2023 9:27:00 AM	2023-3048	140	Central	
9/16/2023 1:46:00 PM	9/16/2023 4:24:00 PM	2023-3053	100	Station 2	
9/16/2023 2:08:00 PM	9/16/2023 2:27:00 PM	2023-3054	440	Central	
9/16/2023 6:59:00 PM	9/16/2023 7:22:00 PM	2023-3056	324	Station 4	
9/16/2023 7:13:00 PM	9/16/2023 7:33:00 PM	2023-3057	321	Central	
9/17/2023					
9/17/2023 12:28:00 PM	9/17/2023 1:01:00 PM	2023-3060	322	Central	
9/17/2023 12:32:00 PM	9/17/2023 12:59:00 PM	2023-3061	822	Station 4	
9/17/2023 1:39:00 PM	9/17/2023 1:56:00 PM	2023-3063	733	Station 4	
9/17/2023 1:45:00 PM	9/17/2023 2:48:00 PM	2023-3062	445	Station 3	
9/17/2023 3:20:00 PM	9/17/2023 3:35:00 PM	2023-3064	554	Station 3	
9/17/2023 3:27:00 PM	9/17/2023 3:55:00 PM	2023-3065	320	Central	
9/17/2023 4:46:00 PM	9/17/2023 8:39:00 PM	2023-3066	142	Station 2	
9/17/2023 6:44:00 PM	9/17/2023 7:10:00 PM	2023-3067	733	Station 3	
9/17/2023 8:22:00 PM	9/17/2023 8:40:00 PM	2023-3068	500	Central	

Percentage of incidents overlapping from total incidents in month/year. Compared incident time range as either Alarm to Cancel or Alarm to Clear 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
9/18/2023					
9/18/2023 2:04:00 AM	9/18/2023 2:42:00 AM	2023-3069	500	Station 5	
9/18/2023 2:10:00 AM	9/18/2023 3:02:00 AM	2023-3070	445	Station 2	
9/18/2023 8:50:00 AM	9/18/2023 9:12:00 AM	2023-3073	322	Central	
9/18/2023 9:00:00 AM	9/18/2023 9:21:00 AM	2023-3074	311	Station 2	Central District
9/18/2023 9:18:00 AM	9/18/2023 9:38:00 AM	2023-3075	554	Station 5	
9/21/2023					
9/21/2023 6:52:00 PM	9/21/2023 7:52:00 PM	2023-3102	321	Central	
9/21/2023 6:59:00 PM	9/21/2023 7:29:00 PM	2023-3103	321	Central	
9/21/2023 9:51:00 PM	9/22/2023 1:58:00 AM	2023-3105	122	Central	
9/22/2023					
9/22/2023 1:58:00 AM	9/22/2023 2:24:00 AM	2023-3106	321	Central	
9/22/2023 4:58:00 PM	9/22/2023 6:26:00 PM	2023-3113	571	Station 5	
9/22/2023 6:14:00 PM	9/22/2023 6:30:00 PM	2023-3114	412	Station 3	
9/23/2023					
9/23/2023 1:53:00 AM	9/23/2023 2:24:00 AM	2023-3118	321	Central	
9/23/2023 1:59:00 AM	9/23/2023 2:30:00 AM	2023-3119	321	Central	
9/23/2023 2:34:00 AM	9/23/2023 2:59:00 AM	2023-3120	554	Central	
9/23/2023 2:40:00 AM	9/23/2023 3:01:00 AM	2023-3121	321	Station 5	
9/23/2023 3:10:00 PM	9/23/2023 3:44:00 PM	2023-3122	321	Station 2	
9/23/2023 3:23:00 PM	9/23/2023 4:15:00 PM	2023-3123	511	Station 5	
9/24/2023					
9/24/2023 4:14:00 PM	9/24/2023 4:46:00 PM	2023-3132	500	Central	
9/24/2023 4:16:00 PM	9/24/2023 4:44:00 PM	2023-3133	320	Central	
9/24/2023 4:19:00 PM	9/24/2023 4:33:00 PM	2023-3134	324	Station 3	
9/24/2023 6:45:00 PM	9/24/2023 7:08:00 PM	2023-3135	321	Station 5	
9/24/2023 6:54:00 PM	9/24/2023 7:22:00 PM	2023-3136	321	Station 5	
9/25/2023					
9/25/2023 6:22:00 AM	9/25/2023 6:49:00 AM	2023-3140	320	Central	
9/25/2023 6:42:00 AM	9/25/2023 6:47:00 AM	2023-3141	611	Station 2	
9/25/2023 7:04:00 AM	9/25/2023 7:23:00 AM	2023-3142	320	Central	
9/25/2023 7:19:00 AM	9/25/2023 7:32:00 AM	2023-3143	554	Station 2	
9/26/2023					
9/26/2023 10:23:00 AM	9/26/2023 10:39:00 AM	2023-3154	445	Central	
9/26/2023 10:34:00 AM	9/26/2023 10:52:00 AM	2023-3155	321	Station 2	
9/26/2023 3:30:00 PM	9/26/2023 3:46:00 PM	2023-3156	321	Station 3	
9/26/2023 3:43:00 PM	9/26/2023 4:18:00 PM	2023-3159	741	Station 5	
9/26/2023 4:56:00 PM	9/26/2023 5:45:00 PM	2023-3160	322	Station 3	
9/26/2023 5:44:00 PM	9/26/2023 6:16:00 PM	2023-3181	320	Central	
9/26/2023 5:58:00 PM	9/26/2023 6:15:00 PM	2023-3182	321	Station 2	
9/28/2023					
9/28/2023 1:50:00 PM	9/28/2023 2:14:00 PM	2023-3188	311	Station 4	

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
9/29/2023 1:57:00 PM	9/29/2023 2:13:00 PM	2023-3169	554	Central	
9/29/2023 2:10:00 PM	9/29/2023 2:40:00 PM	2023-3170	320	Central	
9/29/2023 3:28:00 PM	9/29/2023 3:43:00 PM	2023-3171	554	Central	
9/29/2023 3:36:00 PM	9/29/2023 3:50:00 PM	2023-3172	743	Station 5	
9/29/2023					
9/29/2023 10:45:00 AM	9/29/2023 11:18:00 AM	2023-3181	321	Central	
9/29/2023 11:12:00 AM	9/29/2023 11:58:00 AM	2023-3182	321	Central	
9/29/2023 3:21:00 PM	9/29/2023 3:34:00 PM	2023-3186	743	Station 5	
9/29/2023 3:21:00 PM	9/29/2023 3:33:00 PM	2023-3187	553	Station 2	District 2
9/30/2023					
9/30/2023 11:38:00 PM	10/1/2023 12:08:00 AM	2023-3197	321	Station 2	
9/30/2023 11:39:00 PM	10/1/2023 12:06:00 AM	2023-3198	321	Station 4	

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 September 2023

To: Adrian Garcia, Fire Chief

From: Richard A. Cruz, Deputy Chief

Re: Career Development Division Report for September 2023

Our current online training platform was recently acquired by another company. We spent this month transitioning from our old platform to our new one. Employees were able to save all their data and certificates from the old software. They were assigned new login information and set up their new accounts on the new platform.

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.

Early in the month, we hosted a CPR/AED class for city employees. We were able to certify 15 employees from various departments. Our newly purchased CPR training aids were used during the training. Students are able to get real/live feedback on their skills to help them improve their CPR performance.

This month, all of our suppression groups did a pre-fire plan/building familiarization walk thru of the newly constructed Free-Standing ER. This facility is part of the Rio Grande Regional network and is located on 495 & Conway. Our fire crews are able to get a view of the entire facility for emergency evacuation/rescue purposes. And our EMS personnel are able to get familiar with their medical operations.

The CDD met with all of our new probationary firefighters. We sat down and discussed their progress on their Field Training Program. Each firefighter was instructed on what needed to be completed by their respective dates in order to proceed with the program. On their respective dates, we will meet with their Shift Captain and LT's to discuss their performance evaluations.

Towards the end of the month, we hosted a Forcible entry class for all of our firefighters. We used the Forcible Entry door prop from STC. With our new MOU in place, we are able to borrow training equipment from them. With this MOU, we are also able to receive credit from their facility as well. Crews were able to practice and perform several forcible entry techniques on the door.

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.

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

Training Hours for September 2023 - TOTAL: 471.5

Fire: 423.5 hours
Classroom/Online: 37.5 hours
Hands-On/Skills: 386 hours Drone: 0 hours
EMS: 48 hours
Special Ops: 0 hours
Haz-Mat: 0 hours

Training Hours for Year-to-Date 2023 - TOTAL: 10,982.75

Fire: 4,679 hours
Classroom/Online: 568.5 hours
Hands-On/Skills: 3,954.5 hours Drone: 133 hours
EMS: 5,612.75 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

SEPTEMBER 2023



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



Previous Month v Sep 1, 2023 - Sep 30, 2023 v

Counts	% Rows												% Columns	Total
	9/1/23	9/10/23	9/17/23	9/24/23	10/1/23	10/8/23	10/15/23	10/22/23	10/29/23	11/5/23	11/12/23	11/19/23		
Abdominal Pain		0.71%	2.13%	2.13%	2.13%									7.09%
Acute Respiratory Distress (Dyspnea)					1.42%									1.42%
Alcohol use	0.71%	0.71%												1.42%
Allergic Reaction		2.13%			0.71%									2.84%
Altered Mental Status				2.84%										2.84%
Anxiety reaction/Emot... upset		1.42%		2.13%	1.42%									4.96%
Back Pain	1.42%		1.42%		0.71%									3.55%
Cardiac arrest	0.71%	0.71%												1.42%
Cardiac arrhythmia/dy..			0.71%											0.71%
Chest Pain / Discomfort		1.42%	0.71%	2.84%	0.71%									5.67%
Chest Pain, Other (Non-Cardiac)		0.71%												0.71%
Confusion/De...		0.71%												0.71%
Convulsions		0.71%	2.13%											2.84%
Diabetic Hypoglycemia			0.71%		0.71%									1.42%
Esophageal obstruction	0.71%													0.71%
Extremity Pain		1.42%	1.42%	0.71%										3.55%
Fever	0.71%			1.42%										2.13%
Gastrointestin.. hemorrhage					0.71%									0.71%
Generalized Weakness		2.84%	2.84%		1.42%									7.09%
Headache		0.71%	0.71%											1.42%
Heatstroke and Sunstroke		0.71%												0.71%
Hemorrhage				0.71%	0.71%									1.42%
Hypertension				2.84%										2.84%
Influenza	0.71%													0.71%
injury	2.13%	5.67%	2.84%	1.42%	2.13%									14.18%

Week Ending:	9/3/23	9/10/23	9/17/23	9/24/23	10/1/23	10/8/23	10/15/23	10/22/23	10/29/23	11/5/23	11/12/23	11/19/23	11/26/23	Total	Item 9.
Laceration/Ab... (minor surface trauma)				1.42%	1.42%									2.84%	
Multiple Injuries	1.42%													1.42%	
Nausea	0.71%													0.71%	
No Complaints or Injury/Illness Noted		3.55%	4.26%	3.55%	2.13%									13.49%	
Pain (Non-Traumatic)			0.71%											0.71%	
Palpitations						0.71%								0.71%	
Pelvic and Perineal Pain			0.71%											0.71%	
Respiratory disorder			0.71%	1.42%	0.71%									2.84%	
Stroke		0.71%												0.71%	
Suicide attempt				0.71%										0.71%	
Syncope / Fainting							1.42%							1.42%	
Urinary system disorder		0.71%												0.71%	
Total	9.22%	25.53%	21.99%	24.11%	19.15%									100%	



Previous Month ▾

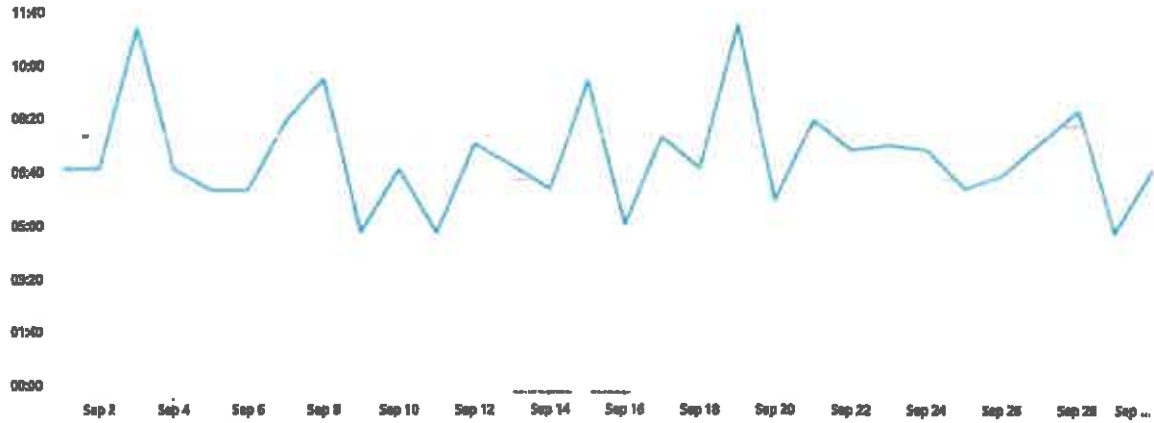
Sep 1, 2023 - Sep 30, 2023 ▾

07:38

58%
OF RESPONSES
Response Time < 08:00

30

103
UNRT RESPONSES
In Selected Time Slice



Counts % Rows % Columns **8.74%**

Week Ending	9/3/23	9/10/23	9/17/23	9/24/23	10/1/23	10/8/23	10/15/23	10/22/23	10/29/23	11/5/23	11/12/23	11/19/23	11/26/23	Total
00:00 - 04:59		3.88%	1.94%	3.88%	0.97%									10.68%
05:00 - 07:59	3.88%	12.62%	13.59%	6.8%	10.68%									47.57%
08:00 - 08:59	0.97%	0.97%	2.91%	3.88%	1.94%									10.68%
09:00 - 09:59	2.91%	1.94%	3.88%	1.94%	1.94%									12.62%
10:00 - 11:59		1.94%	2.91%	4.85%	0.97%									10.68%
12:00 - 14:59		1.94%	0.97%	1.94%										4.85%
15:00 - 16:59					0.97%									0.97%
17:00 - 17:59														
18:00 - 18:59														
19:00 - 19:59														
20:00 - 20:59	0.97%	0.97%												1.94%
21:00 - 21:59														
22:00 - 22:59														
23:00 - 23:59														
Total	8.74%	24.27%	26.21%	23.3%	17.48%									100%
Exceptions														0%



Previous Month ▾

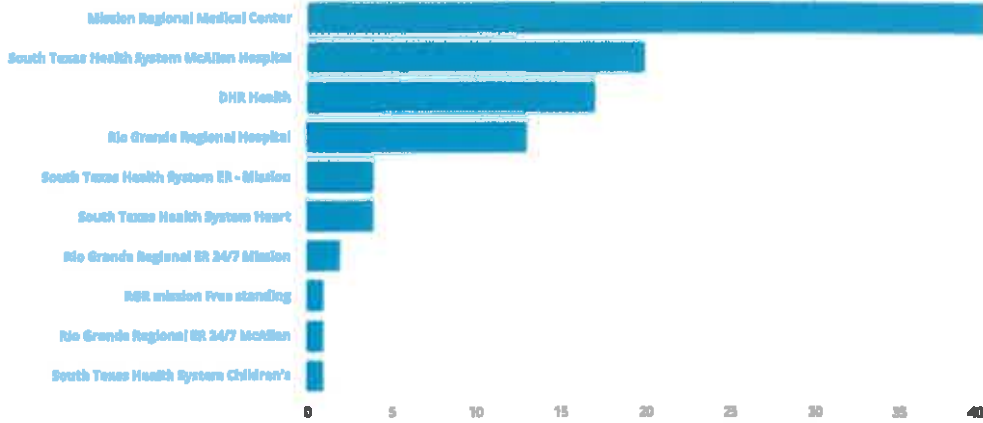
Sep 1, 2023 - Sep 30, 2023 ▾

103

RECORDS
In Selected Time Slice

30

DAYS
In Selected Time Slice



Counts % Rows % Columns [+ All](#)

Week Ending	9/3/23	9/10/23	9/17/23	9/24/23	10/1/23	10/8/23	10/15/23	10/22/23	10/29/23	11/5/23	11/12/23	11/19/23	11/26/23	TOTAL
DHR Health		1.94%	5.83%	4.85%	0.97%	2.91%								16.5%
Mission Regional Medical Center		3.88%	8.74%	12.62%	8.74%	4.85%								38.83%
RGR mission Free standing			0.97%											0.97%
Rio Grande Regional ER 24/7 McAllen				0.97%										0.97%
Rio Grande Regional ER 24/7 Mission			0.97%	0.97%										1.94%
Rio Grande Regional Hospital	1.94%	0.97%	2.91%	3.88%	2.91%									12.62%
South Texas Health System Children's			0.97%											0.97%
South Texas Health System ER - Mission		1.94%		1.94%										3.88%
South Texas Health System Heart		0.97%		1.94%	0.97%									3.88%
South Texas Health System McAllen Hospital	0.97%	3.88%	3.88%	4.85%	5.83%									19.42%
Total	8.74%	24.27%	26.21%	23.3%	17.48%									100%

Previous Month ▾ Sep 1, 2023 - Sep 30, 2023 ▾

71%

TRANSPORTS
Percentage of Patient Encounters

September



24%

NON TRANSPORTS
Percentage of Patient Encounters

5%

OTHER DISPOSITIONS
Percentage of Patient Encounters

October



146

RECORDS
In Selected Time Slice



30

DAYS
In Selected Time Slice

Count

% Rows

% Columns

% All

Week Ending	9/3/23	9/10/23	9/17/23	9/24/23	10/1/23	10/8/23	10/15/23	10/22/23	10/29/23	11/5/23	11/12/23	11/19/23	11/26/23	Total
September	13	38	33	34	27									145
October					1									1
Total	13	38	33	34	28									146



Closing Balance Summary for Period

Item 9.

10/06/23

Page 1 of 1

Transaction Date	Greater Than Or Equal	9/1/2023
Transaction Date	Less Than Or Equal	9/30/2023
Company Code	Equal	216 City of Mission

216 City of Mission	AR Previous Balance:	\$612,049.36
---------------------	----------------------	--------------

Charges in Period	\$48,390.00
Credits	(\$201,206.02)
Charge Adjustments	\$191,925.00
Total AR Change for	\$39,108.98

Charges in Period	\$48,390.00
Credits	(\$201,206.02)
Charge Adjustments	\$191,925.00
Accounts Receivable Change	\$39,108.98

Total Balance Forward:	\$651,158.34
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216 City of Birmingham
Executive Summary - 10/1/22 to 9/30/23

	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sept-23	Total
Direct Charges													
Case Collection	\$91,787,200	\$91,788,000	\$92,000,000	\$91,900,000	\$92,000,000	\$91,900,000	\$92,000,000	\$92,000,000	\$91,900,000	\$91,900,000	\$92,000,000	\$92,000,000	\$1,478,772,000
Case Change/Fee	\$1,055,800	\$1,281,800	\$1,482,500	\$1,482,500	\$1,482,500	\$1,482,500	\$1,482,500	\$1,482,500	\$1,482,500	\$1,482,500	\$1,482,500	\$1,482,500	\$14,825,000
Case/Fee (CP7)	\$88,681	\$91,808	\$91,720	\$91,808	\$91,808	\$91,808	\$91,808	\$91,808	\$91,808	\$91,808	\$91,808	\$91,808	\$918,080
Payroll													
Medicare	44,076	44,076	44,076	44,076	44,076	44,076	44,076	44,076	44,076	44,076	44,076	44,076	440,760
Medicaid	28,076	28,076	28,076	28,076	28,076	28,076	28,076	28,076	28,076	28,076	28,076	28,076	280,760
Supplemental	12,076	12,076	12,076	12,076	12,076	12,076	12,076	12,076	12,076	12,076	12,076	12,076	120,760
Phlebotomy	12,076	12,076	12,076	12,076	12,076	12,076	12,076	12,076	12,076	12,076	12,076	12,076	120,760
Level of Service													
ALS - Advanced Life Support/ALS27	31,076%	31,076%	31,076%	31,076%	31,076%	31,076%	31,076%	31,076%	31,076%	31,076%	31,076%	31,076%	310,760
ALS - Emergency/ALS23	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	40,000
ALS - Basic Life Support/ALS28	0.200%	0.200%	0.200%	0.200%	0.200%	0.200%	0.200%	0.200%	0.200%	0.200%	0.200%	0.200%	2,000
Level of Service Volume													
Total	35	35	35	35	35	35	35	35	35	35	35	35	350
ALS - Advanced Life Support/ALS27	35	35	35	35	35	35	35	35	35	35	35	35	350
ALS - Emergency/ALS23	0	0	0	0	0	0	0	0	0	0	0	0	0
ALS - Basic Life Support/ALS28	0	0	0	0	0	0	0	0	0	0	0	0	0
Overall Volume - ALS23	280	280	280	280	280	280	280	280	280	280	280	280	2,800

**COMMUNITY DEVELOPMENT DEPARTMENT
PROGRESS REPORT CV AND CV-3
FISCAL YEAR 2022-2023 (FUNDING THRU 06/2026)**

PROGRESS REPORT CV	AUGUST, 2023 UNOFFICIAL				
AGENCY / DEPARTMENT / DESCRIPTION / BUDGET	MONTHLY EXPENDITURE	ACCOMPLISHMENT	YEAR TO DATE	%	BALANCE
AMIGOS DEL VALLE - MEALS					
\$77,692.00					
Funds will be utilized to assist seniors affected by COVID-19 and expand services for weekend deliveries and/or drive-thru meal pickup due to social distancing.	\$8,771.40	Agency submitted July, 2023 monthly request/report. YTD 75 participants.	\$65,023.20	84%	\$12,668.80
EMERGENCY ASSISTANCE PROGRAM					
\$100,100.00					
Funds will be utilized to assist residents affected by COVID-19 with rent/mortgage and utility assistance.	\$4,621.07	Department request for processing 1 application. YTD 14 Households Assisted.	\$68,310.07	68%	\$31,789.93
PROGRAM ADMINISTRATION					
\$13,448.00					
	\$0.88	Overnight expense of the EAP Program; Intake Clerk coordinating events for the program	\$13,138.24	98%	\$309.76
AFFORDABLE HOMES OF SOUTH TEXAS CV3					
\$142,548.00					
Funds will be utilized to provide rent and mortgage assistance to residents that have been affected by the pandemic COVID-19.	\$2,639.81	Agency submitted July request and monthly report; YTD: 25 participants	\$75,962.63	53%	\$66,585.37
MISSION FOOD PANTRY CV3					
\$15,894.62					
Funds will be utilized to purchase food items for distribution of food baskets/boxes to individuals/families affected by COVID-19.	\$0.00	Project Closed; funds reprogrammed.	\$0.00	0%	\$0.00
FOOD BANK OF RGV CV3					
\$33,390.00					
Funds will be utilized to purchase food items for distribution of food baskets/boxes to individuals/families affected by COVID-19.	\$6,592.43	Agency submitted July monthly request/report; staff will review and proces. YTD 657 participants.	\$27,253.10	82%	\$6,136.90
MISSION FIRE DEPARTMENT CV3					
\$100,478.00					
Funds will be utilized to purchase equipment for emergency use at the shelter during declared disasters to serve the community affected by COVID19	\$0.00	Staff working on obtaining concrete pad quotes and specifications for video message board.	\$0.00	0%	\$100,478.00
\$483,550.62	\$22,625.59		\$249,687.24	51.64%	\$217,968.76

**COMMUNITY DEVELOPMENT DEPARTMENT
PROGRESS REPORT
FISCAL YEAR 10/01/2022-09/30/2023**

PROGRESS REPORT CDBG	AUGUST, 2023 UNOFFICIAL				
AGENCY / DEPARTMENT / DESCRIPTION / BUDGET	MONTHLY EXPENDITURE	ACCOMPLISHMENT	YEAR TO DATE	%	BALANCE
AMIGOS DEL VALLE - MEALS \$20,000.00 Funds will be utilized to provide meals to homebound seniors.	\$0.00	Agency continues to service participants, funds have been exhausted YTD 22 Participants Served	\$20,000.00	100%	\$0.00
AREA AGENCY ON AGING \$3,000.00 Funds will be utilized to provide assist seniors with minor repairs/modifications and medical supplies.	\$0.00	Agency continues to service participants, funds have been exhausted YTD 9 Participants Served	\$3,000.00	100%	\$0.00
CASA OF HIDALGO COUNTY, INC. \$1,000.00 Funds will be utilized for expenses generated in advocating for abused and neglected children.	\$471.81	Agency continues to service participants, funds have been exhausted YTD 1 Participant Served	\$1,000.00	100%	\$0.00
CHILDREN'S ADVOCACY CENTER \$5,000.00 Funds will be utilized to provide counseling services for abused/neglected children and their families.	\$0.00	Agency continues to service participants, funds have been exhausted YTD 36 Participants Served	\$5,000.00	100%	\$0.00
EASTER SEALS SOCIETY \$3,000.00 Funds will be utilized to provide rehab therapy, occupation, physical and speech therapy.	\$0.00	Agency continues to service participants, funds have been exhausted YTD 1 Participant Served	\$2,160.00	72%	\$840.00
SILVER RIBBON \$3,000.00 Funds will be utilized to provide assistance with rent, rent deposits, utilities, utility deposits, medications, physician/medical visits, eyeglasses, durable medical equipment.	\$0.00	Agency submitted July, 2023 invoice & monthly report with zero request/participants. YTD 10 Participants Served	\$1,486.42	50%	\$1,513.58
C.A.M.P. UNIVERSITY \$3,000.00 Funds will be utilized to provide day habilitation providing life skills for adults with special needs.	\$0.00	Agency continues to service participants, funds have been exhausted YTD 4 Participants Served	\$3,000.00	100%	\$0.00
HOPE MEDICAL SERVICES \$3,000.00 Funds will be utilized to provide medical services to uninsured and/or low income residents.	\$81.00	Agency submitted June, 2023 and July, 2023 invoice request with monthly report and funds have been exhausted. YTD 35 Participants Served.	\$3,000.00	100%	\$0.00
COMFORT HOUSE \$3,000.00 Funds will be utilized to provide twenty-four hour palliative care to patients who have a prognosis of four months or less to live.	\$0.00	Agency continues to service participants, funds have been exhausted YTD 3 Participants Served	\$3,000.00	100%	\$0.00
HOUSING ASSISTANCE PROGRAM					
REHABILITATION \$35,480.00	\$0.00	Rehabilitation project completed. YTD 1 Household Assisted.	\$23,000.00	65%	\$12,480.00
RECONSTRUCTION \$1,068,883.00	\$164,487.50	Reconstruction projects completed. YTD 5 Households Assisted and 3 Projects Under Construction	\$715,864.55	67%	\$353,018.45
HOUSING ADMINISTRATION FY 22-23 \$115,167.00	\$7,574.24	Overight Expense of the Housing Assistance Program	\$95,762.26	83%	\$19,404.74
PROGRAM ADMINISTRATION FY 22-23 \$183,167.00	\$12,869.06	Overight Expense of the CDBG Program	\$152,999.81	84%	\$30,167.19
\$1,446,697.00	\$185,483.61		\$1,029,273.04	71%	\$417,423.96
	Community Development Department CDBG / HOUSING				
	New Applicants (HAP)	Agencies/Contractor:	Departments:	# of referrals to other agencies/departments:	Walk-ins
	0	8	2	34	13
	New Applicants (EAP)	Re-certifications:	Previously Assisted:	Incoming Calls:	Appointments
	4	0	0	74	4

Mission Event Center Revenue Ledger
08/01/2023 - 09/30/2023

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
Reception for International Aztec/Pueblo	08/02/2023	\$2,000.00	\$501.00	\$1,375.00	\$500.00	\$4,376.00	\$0.00	\$4,376.00	\$0.00
Children's Advocacy Center	09/05/2023	\$400.00	\$0.00	\$600.00	\$0.00	\$1,000.00	(\$4,050.00)	\$1,000.00	\$0.00
UTRGV Research Conference	08/07/2023	\$5,500.00	\$224.00	\$725.00	\$600.00	\$6,949.00	\$0.00	\$6,725.00	\$224.00
Camp Meeting	08/10/2023	\$1,350.00	\$0.00	\$0.00	\$600.00	\$1,950.00	\$0.00	\$1,950.00	\$0.00
Grito Planning Meeting	08/11/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GEAR UP and GO! Workforce Readiness	08/12/2023	\$1,500.00	\$0.00	\$725.00	\$0.00	\$2,225.00	\$0.00	\$0.00	\$2,225.00
Mission PD Childhood Cancer Awareness	08/19/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,000.00)	\$0.00	\$0.00
Hispanic Chamber Latina Leadership Conference	08/14/2023	\$2,500.00	\$0.00	\$875.00	\$500.00	\$3,875.00	\$0.00	\$3,975.00	\$0.00
International Chamber of Commerce Grito de Independencia	08/15/2023	\$0.00	\$1,724.00	\$0.00	\$0.00	\$1,724.00	(\$12,300.00)	\$1,724.00	\$0.00
Mission Police Dept. Planning Ceremony	08/18/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,350.00)	\$0.00	\$0.00
City of Mission Employee Health Fair	08/20/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$4,000.00)	\$0.00	\$0.00
SESD Bilingual Conference	08/23/2023	\$3,800.00	\$0.00	\$0.00	\$0.00	\$3,800.00	\$0.00	\$0.00	\$3,800.00
Juvenile SIM Workshop	08/28/2023	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	(\$1,500.00)	\$0.00	\$500.00
Fire Fighter Retirement Ceremony	08/27/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,500.00)	\$0.00	\$0.00
COBIFER - CL Women Leadership Conference	08/28/2023	\$0.00	\$420.00	\$0.00	\$0.00	\$420.00	(\$2,300.00)	\$420.00	\$0.00
Mission Chamber of Commerce Board Retreat	08/29/2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,350.00)	\$0.00	\$0.00
TOTAL		\$17,559.00	\$2,883.00	\$4,408.00	\$2,000.00	\$28,919.00	(\$30,850.00)	\$20,070.00	\$8,749.00



Our Client's Comments...

CAMP Meeting September 10, 2023

Everything was fantastic. We greatly appreciate the support of the management team that helped us with booking and actually using the facilities. As a matter of fact, the location is our first option in the RGV if we have to organize similar function in the future. Maribel is excellent team member.

Sincerely,

Dr. Francis Kofi Andoh-Baidoo

H-E-B Border Service Awards August 31, 2023

Aida

THANK YOU! We are truly grateful for the opportunity to have our 2023 Border Service Awards event at The Mission Event Center. I want to thank you and Jerry for your flexibility and A+ SERVICE. We did not have any issues that Jerry was not able to handle and assist. We plan to be with you again for our 2024 Border Service Awards event. The event was truly memorable event! Once again thank you!

Thank you

Grace Salinas
Border Region Human Resources

*Capture the
Moment!*
MISSION
EVENT CENTER

Our Client's Comments...

UTRGV Research Conference September 7-9, 2023

Hello Ms. Lerma,

Absolutely! I am completely satisfied with the great customer service Ms. Resendez and Mr. Guzman, and their whole team, have provided the last two years!! That's why we're coming back in 2024 and 2025 to host this event at your great facility!!

Both Ms. Resendez and Mr. Guzman go above and beyond in accommodating our logistical needs which makes my job much smoother which I really appreciate!! Particularly, I value the 'personal touch' they both provide to not only us as hosts, but most importantly, our attendees! In fact, the last two years we have received a many, many, many extremely positive comments about your facility and team!! Everyone was struck how beautiful your facility is and how comfortable they felt in it! That is a testament to the outstanding work of your team and how valuable their 'personal touch' is to our attendees as well. They also enjoy the food, so I'm extremely grateful that you allow external catering which also allows us to keep costs down which in turn allows to continue to afford the venue rental.

A final testament to the beauty of your facility and outstanding team, is that I've shared my experiences there with several colleagues at UTRGV that also host events, and one of them, Engage Scholars, will be hosting their annual event at MEC the last week of February 2024! Mrs. Estela De La Garza is the event organizer, and she tells me her VIPs loved your facility and look forward to a successful event!

Thank you and your team for such outstanding work in making my event a success!!

Thank you again!

Sincerely,

Jorge Tamiente

*Capture the
Moment!*
MISSION
EVENT CENTER

Our Client's Comments...

COBIFER - CIL Womens Leadership Conference
September 28, 2023

Aida,

I wish to express our sincere appreciation for your outreach. We are deeply grateful to the City of Mission for giving us the opportunity to host our inaugural Mujeres Lideres Binacionales event. Your support holds immense significance for us.

We would like to extend our special thanks to Jerry whose unwavering support and attention to every detail, both before and during the event. Our experience with your team and the venue was truly exceptional, and their collaboration played a pivotal role in the event's success.

I would also like to inform you that we have prepared an award for the City of Mission. I would greatly appreciate your guidance on the official process for presenting this award to Mayor Morie or another representative, if that option is available.

As we continue to work on the growth of this initiative, we hope to have you join us at our future events.

Thank you! once again for your remarkable support!

Sincerely,

Ingrid Ulloa

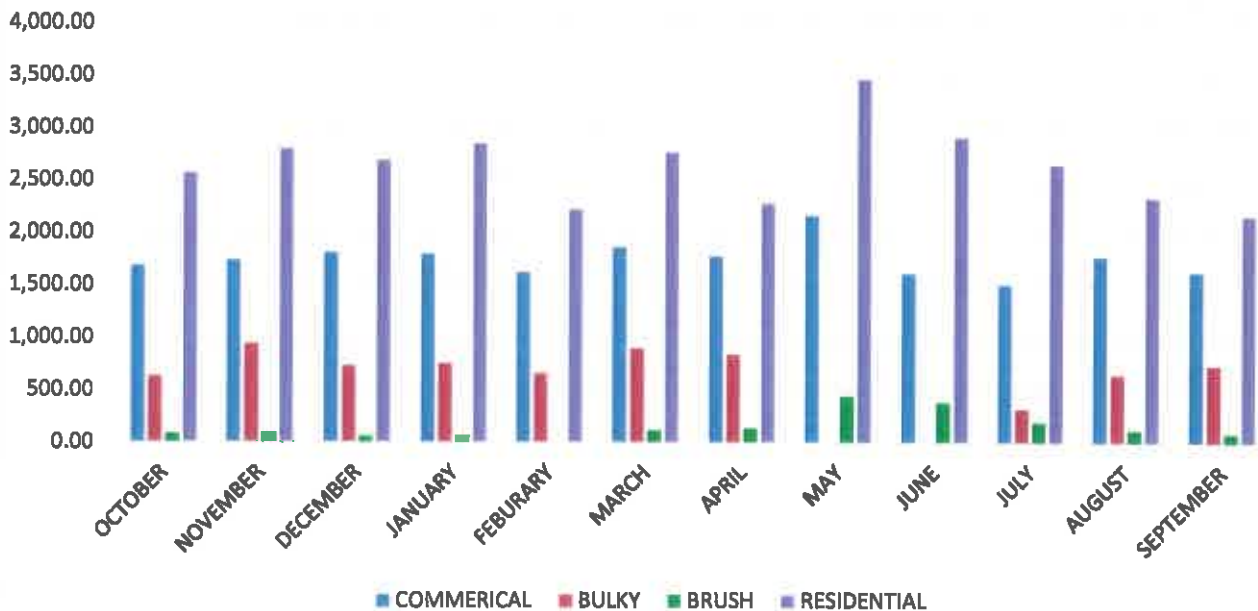
*Capture the
Moment!*
MISSION
EVENT CENTER

SANITATION DEPARTMENT

For the month of September 2023, the City of Mission Sanitation Department disposed of a combined **4,883.22** tons of trash/bulky items. In addition, **6,692.00** 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	2346.86	9072	654.99	1780.26	122.472
SEPTEMBER	2172.02	6,692.00	744.11	1634.2	90.342
Total	31781.92	134416.18	7206.88	21034.89	1814.61843

2022 - 2023 SANITATION PICK UP (TONS)





Public Works

September 2023 Monthly Report



Aerator 5 Maintenance

Waste Water Plant Project



Aerator 5 Maintenance

Storm Drainage Construction Projects



Esperanza Drainage



Gabriel Drainage



Glasscock Drainage



Stewart Drainage





**PUBLIC WORKS
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September 2023**

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Utility Billing and Collection

ANALYTICAL STATISTICAL COMPARISON

‡ UTILITY BILLING ‡

BILLING TYPE	Sep - 2023	Sep - 2022	FY 22-23	FY 21-22
Water Consumption (Gals.)	481,876,000	407,510,000	4,341,481,000	4,175,822,000
Number of Customers	29,944	29,483		

WATER & WASTEWATER

Water Sales	\$ 1,507,515	\$ 1,156,184	\$ 14,028,103	\$ 13,019,037
Water Sales - Granjeno	3,053	2,871	28,590	29,776
Connections	16,280	9,605	224,935	146,458
Reconnect Fees	7,325	2,560	70,345	95,543
Sewage Service	793,895	514,605	7,584,886	6,444,023
Sewage Service - Granjeno	1,252	1,309	14,971	16,758
Industrial Sewer Surcharge	175	634	6,644	7,957
Wastewater Assessment	5,610	5,195	92,085	75,070
Service Charge	6,733	3,068	96,386	50,682
Garage Sales & Other	3,170	3,470	44,666	37,484
Total	\$ 2,345,008	\$ 1,689,501	\$ 22,191,611	\$ 19,922,788

SANITATION

Garbage Fees	\$ 558,945	\$ 601,093	\$ 7,348,822	\$ 7,117,231
Brush Fees	103,018	68,051	1,059,092	814,398
Total	\$ 661,963	\$ 669,144	\$ 8,407,914	\$ 7,931,629

DRAINAGE ASSESSMENT FEE

Drainage Assessment Fee	\$ 105,334	\$ 85,312	\$ 1,172,958	\$ 1,018,026
Total	\$ 105,334	\$ 85,312	\$ 1,172,958	\$ 1,018,026
Total Billing	\$ 3,112,305	\$ 2,453,957	\$ 31,772,483	\$ 28,872,443

‡ UTILITY COLLECTIONS ‡

COLLECTIONS	Sep - 2023	Sep - 2022	FY 22-23	FY 21-22
Total Collections	\$ 2,224,353	\$ 1,692,740	\$ 21,377,372	\$ 19,567,013

Water Distribution

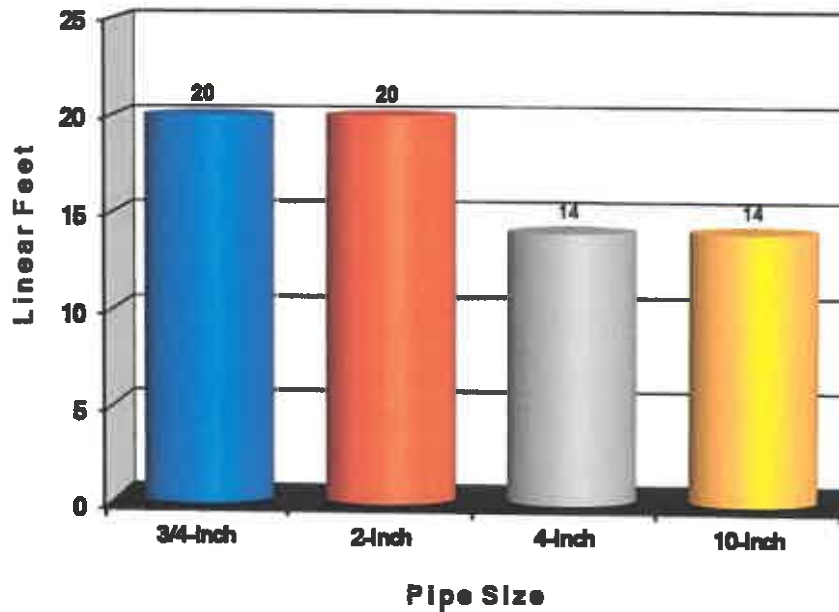
Utility Line Installation

Water Distribution Crews installed a total of 68 Linear Feet of Utility Line. Below are the locations where the broken line repairs took place.

**Water Distribution
Utility Line Installation**

3/4-Inch		2-Inch		4-Inch		10-Inch	
203 San Jacinto	20'	1801 Highland Pk	20'	2105 Lakeview	14'	809 Alameda St	14'
20 LF		20 LF		14 LF		14 LF	

**September 2022
Utility Pipe Line Installation**

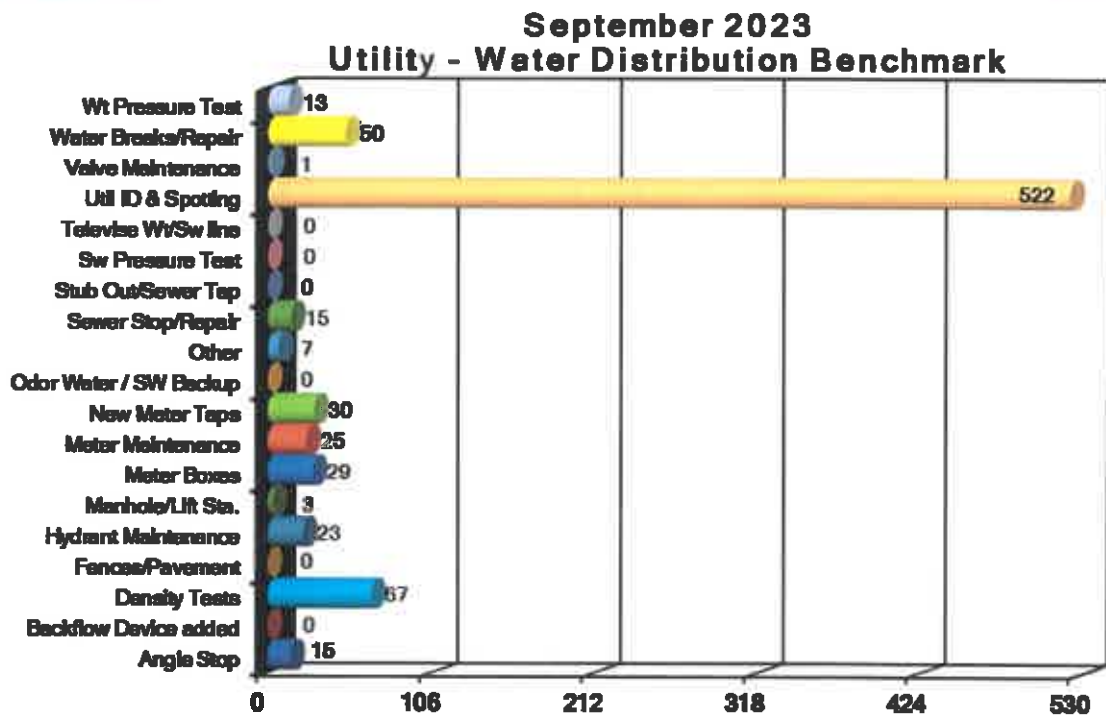


Water Distribution

Water Distribution - Maintenance Benchmark Summary

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

Service Type	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	FY 22-23	FY 21-22
Angle Stop	18	9	12	9	6	10	12	2	9	10	20	15	132	154
Backflow Device	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Density Tests	64	106	47	0	0	5	36	119	42	35	8	67	529	235
Fences/Pavement	0	1	5	0	2	0	1	1	0	0	0	0	10	16
Hydrant Maintenance	110	61	0	0	61	78	3	0	1	4	16	23	357	307
Manhole/Lift Station	1	0	6	14	0	0	4	26	17	18	3	3	92	60
Meter Boxes	34	32	33	25	51	48	42	36	62	37	70	29	499	498
Meter Maintenance	4	4	4	9	0	4	3	2	3	2	7	25	67	57
New Meter Taps	36	32	35	26	51	48	42	36	63	37	71	30	507	503
Odor Water	26	19	35	32	33	21	25	26	20	16	18	0	271	294
Other	8	6	4	4	0	1	4	35	8	3	24	7	104	96
Sewer Stop/Repair/Tap	2	6	40	31	7	3	29	34	24	20	5	15	216	88
Stub Out	0	0	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	3	0	154	23
Televise Sewer Line	0	0	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	773	522	7,630	5,298
Valve Maintenance	2	3	1	2	0	1	1	3	2	6	0	1	22	24
Water Break/Repair	36	44	34	23	14	19	18	12	11	41	38	50	340	324
Water Pressure Test	3	21	5	33	3	15	0	1	2	2	1	13	99	53
Totals	980	784	816	933	922	834	889	1101	996	917	1057	800	11,029	8,036



Water Distribution - Utility Inspections Our Utility Inspectors, Mr. Lupe Vela and Mr. Carlos Fuentes, conducted inspections on the thirty-eight (38) sites with 522 Inspections, 10 Air Tests, 1 Hydrostatic Test, 7 Mandrel Tests and 67 Density Tests. The Table below shows the current sites under construction for Fiscal Year 2022-23.

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 Troasper	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 Points PH II	2/2023		Bryan / 1 st Street	Under Construction
8 Camellas Plaza	9/2023		FM 495 / Bryan	Under Construction
9 Cap Storage Victoria Drive, LLC	6/2023		Shary / Victoria	Under Construction
10 City of Mission W-A15, S Conway L.S.	7/2020		Trinity / Conway South	Under Construction
11 Coastal Plaza	11/2021		Expressway / Bryan Road	Under Construction
12 Conway Avenue Sewer Project	2/2022		2 Mile / Conway	Under Construction
13 Cross Church	7/2023		Expressway / Glasscock	Under Construction
14 Crystal Estates	9/2023		Inspiration Rd / Esperanza	Under Construction
15 El Coyote	9/2023		4 Mile La Homa Rd	Under Construction
16 El Milagro PH I	12/2022		Los Indios / Bryan	Under Construction
17 Excel Carriers	7/2023		3 Mile / La Homa	Under Construction
18 Garden Path	9/2022		Taylor / FM 495	Under Construction
19 IHop	2/2023		North Conway	Under Construction
20 Lantana Landing	2/2022		2 ¼ Mile / Troasper	Under Construction
21 Las Esperanzas	1/2023		Glasscock / Frontage 83	Under Construction
22 Las Misiones De San Jorge	9/2023		S Conway / Military	Under Construction
23 Luckelinger Apartments	9/2021		Luckelinger / Bus 83	Under Construction
24 Manok Harbor Freight	2/2023		Frontage / Conway	Under Construction
25 Mayberry Ranch	1/2023		3 Mile North Mayberry	Under Construction
26 Monarza Estates	9/2023		3 ½ N Mayberry	Under Construction
27 Mr. Marquez Superior Grant	7/2023		Shary / 4 th Street	Under Construction
28 Palmetto Estates	9/2023		Barnes St	Under Construction
29 Plantation Grove Town Homes	9/2022		Plantation Boulevard	Under Construction
30 Quest Gateway	5/2023		Frontage / Bryan	Under Construction
31 Ragland Village	1/2023		Business 83 / Ragland	Under Construction
32 Sendero Phase I	1/2023		1 Mile South	Under Construction
33 Sendero Phase II	2/2022		1 Mile South	Under Construction
34 Sharyland Bus Park PH I	3/2022		Anzalduas / Military	Under Construction
35 Shary Town Plaza	7/2023		Shary / 4 th Street	Under Construction
36 Speedy Trails	2/2022		West Mile 2 / Holland	Under Construction
37 The Shops At 495	9/2022		FM 495 / Conway	Under Construction
38 Turtle Cove	9/2023		Mile 3 / White Oak	Under Construction

2022-23 Water & Wastewater Major Ongoing Construction Projects

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

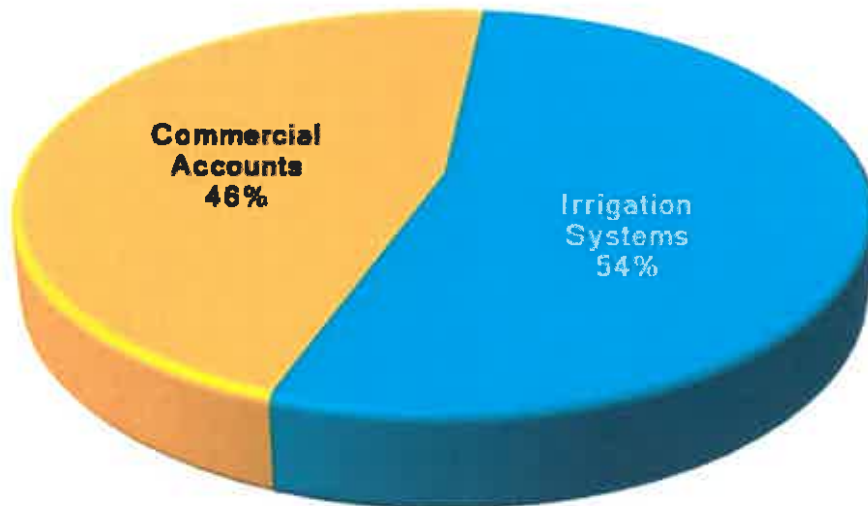
Water Distribution - Backflow Prevention Inspections

There were twenty-six (26) Backflow Prevention Assembly Inspections that Mauro Anzaldua Jr. performed to keep our water lines free from back siphonages and water backflow contamination for September.

2022-23 Backflow Inspections

Tests / Surveys	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	FY 22-23	FY 21-22
Inspection of Commercial Accounts	6	5	9	6	9	4	7	6	7	5	4	12	80	77
Inspection of Sprinkler Accounts	15	13	18	14	15	12	13	11	13	10	17	14	165	121

**September 2023
Backflow Prevention Inspections**



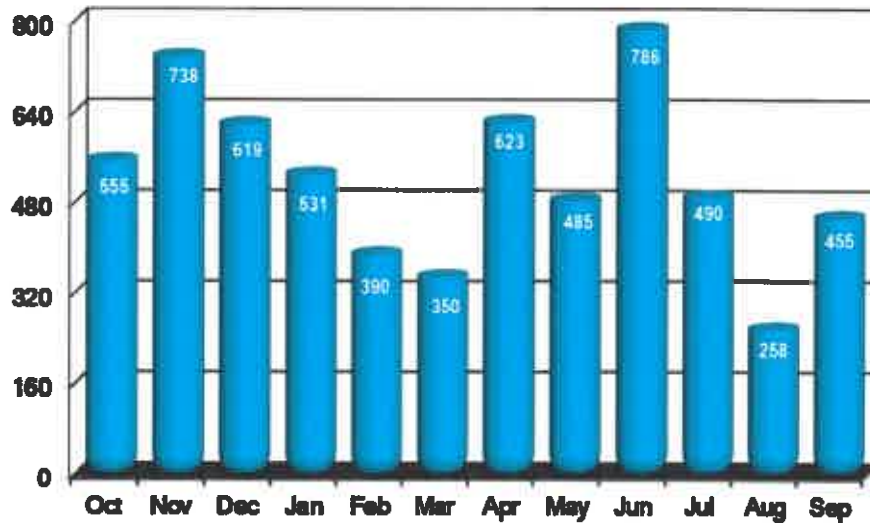
Water Distribution - Sewer Collection

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 14 sewer backups and 455 work orders this month.

2022-23 Sewer Collection Lift Station Inspections

Service Type	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	FY 22-23	FY 21-22
Lift Stations Inspections	555	738	619	531	390	350	623	485	786	490	258	455	6,280	4,631
Televised Sites	0	0	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	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 550.023 million gallons of water.

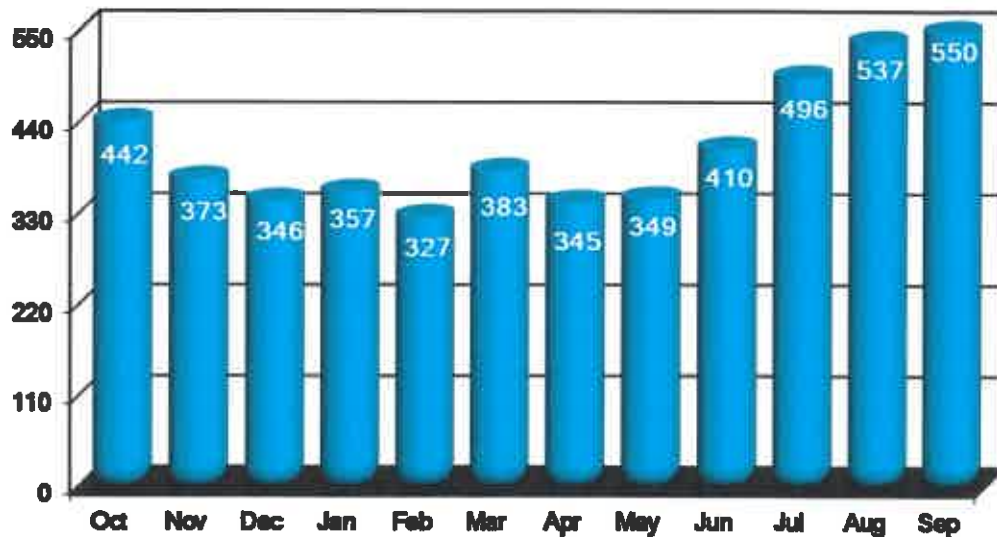
2022-23 Water Million Gallons (MG)

Avg	Max	Min	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	FY 22-23	FY 21-22
18	20	16	442	373	346	357	327	383	345	349	410	496	537	550	4,915	4,882

Parameters Exceeded: N/A

Rainfall: 0.8'

2022-23 Water Production Million Gallons (MG)



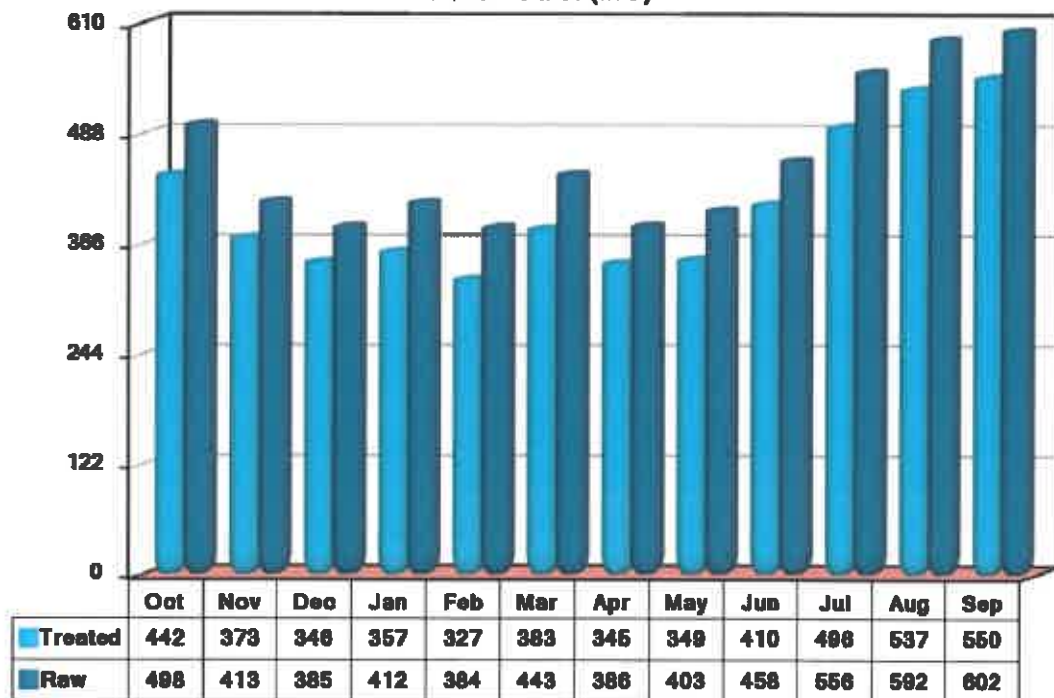
Operations and Maintenance - North Water Treatment Plant

- The International Dioxide (IDI) Company collected the monthly chlorite samples.
- Cleaned sludge from Drying Bed 3.
- 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.
- City Crew completed to clean sludge from South Plant Reservoir.
- 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)**



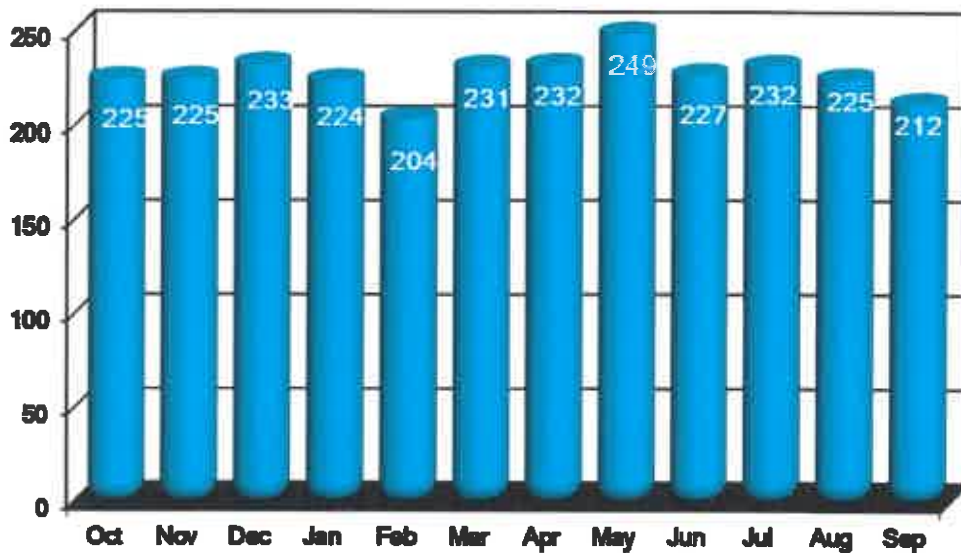
Wastewater Treatment Plant

Wastewater - Treatment, Wastewater Plant staff treated 211.970 million gallons of Wastewater.

2022-23 Wastewater Million Gallons (MG)

Avg	Max	Min	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	FY 22-23	FY 21-22
7.0	7.3	6.7	225	225	233	224	204	231	232	249	227	232	225	212	2,719	2,722

2022-23 Treated Wastewater Million Gallons (MG)



Wastewater - Wastewater Plant Status

No violations this month and Plant operated at 55.18% capacity; Rated at 13.5 mgd; Yearly averaged 7.449 mgd; There was no rainfall 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

Salth 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 to aid in the process control of processing water samples, process control and TCEQ compliances.

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 UV Disinfection Systems. Xylem and the City of Mission 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; (automatically) exercised two emergency generators once a week. In-house repairs were as follows:

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; bolts and nuts were greased.
6. Maintenance Crew worked on Aerator 5; changing out oil.
7. Maintenance Crew worked on oil reservoir tank for blower system for both holding tanks.
8. On and off procedures were done on Rotor East 3.
9. 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 worked on installing the mechanical seal on Pump 3 RAS.
2. Hill-Tex work done at the Plant was as follows.
 - Worked on AC unit for MCC 2.
 - Worked on Aerator 5, Gear Box and Rotor 3 East.
 - Worked on installing power switch to Level Meter on New Side Lift Station.
 - Worked on Blower 1 for holding tanks.

Wastewater - Other Contract Work

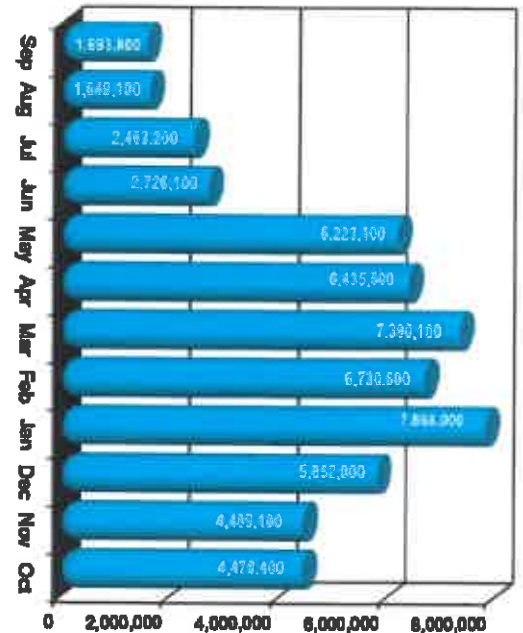
1. Denali continued to provide the Plant with sludge and grit removal services until September 30, 2023.
2. Cintas continued to provide uniform weekly services and the door mat replacements.
3. Polydine continued to supply us with polymer totes for aiding in sludge de-watering at Belt Press System.
4. 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 Improvement 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). Melden & Hunt Engineers are looking into the rehabilitation needs for the Main Lift Station.

Pre-Treatment Four 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 27 truckloads of 135,000 gallons of citrus wastewater to the Pretreatment System. Pretreatment flow of waste from Rio Grande Juice Company and MPI (Metal Plating Industry) totaled 1,593,800 million gallons. Total sludge hauled was 500 cubic yards equivalent to twenty-five (25) roll off containers.

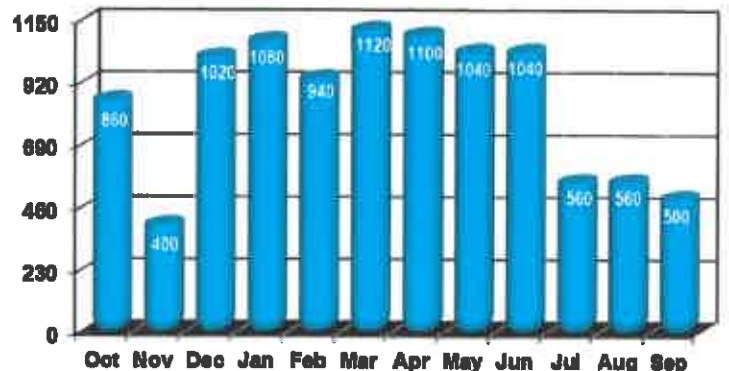
Pretreatment Flow (MG)



2022-23 Sludge Removal

Month	Roll offs	Cu/Yds
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
Aug	28	560
Sep	25	500
FY 22-23	511	10,220
FY 21-22	446	8,920

2022-23 Sludge Removal - Cubic Yards



Street Division - Benchmark Summary

Our Street Crews maintained streets using 115.09 tons of hot mix asphalt (HMA), patched approximately 750 potholes; placed a total of 60 signs, 60 poles (cemented); inspected and repaired 108 traffic lights and street lights and street lamps; 238 street miles swept; removed 200 tires; street crews cleared right-of-way tree limb obstructions throughout the City. There were 209 customers and a monetary Collection of Debris totaling \$ 5,432.

Street Improvement & Construction Projects

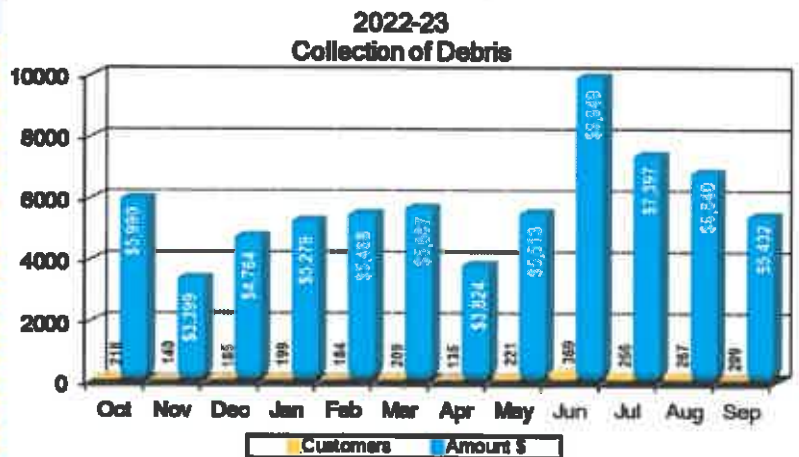
Project Name	Linear Feet	Construction % Completion	Current Status	Project Cost	Contractor
Street Maintenance (Citywide)	115.09 Tons	100%	100%	\$ 9,667	Street Department

Storm Drainage Improvement Projects

Project Name	Linear Feet	Construction Completion	Current Status	Construction Cost Estimate	Contractor
Esperanza Storm Drainage Improvements	13,635	95%	95%	\$ 5,736,827	Texas Cordia Const. LLC
Gabriel Storm Drainage Improvements	4,479	100%	100%	\$ 2,084,252	Texas Cordia Const. LLC
Glasscock Storm Drainage Improvements	11,865	65%	65%	\$ 3,712,513	Mor-Will Const. LLC
Stewart Storm Drainage Improvements	8,160	85%	85%	\$ 3,323,780	G&G Contractors

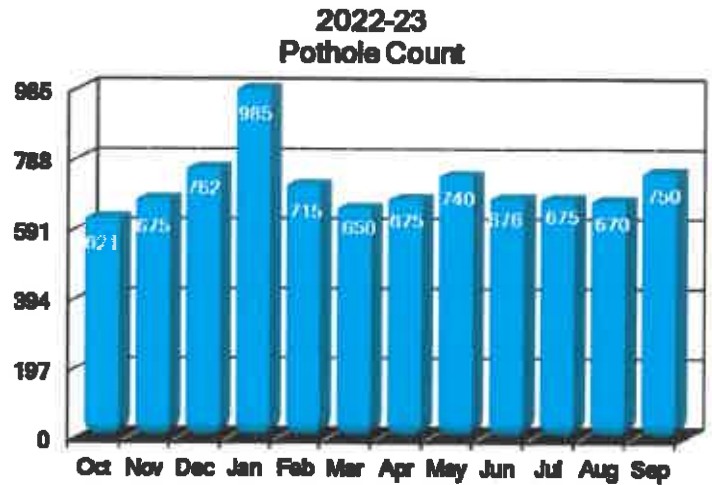
Collection of Debris There were 209 customers with a collection of debris totaling \$ 5,432.

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
Aug	267	\$ 6,840
Sep	209	\$ 5,432
FY 22-23	2,592	\$ 69,562
FY 21-22	2,251	\$ 60,525



City Pothole Maintenance Street Crews filled a total of 750 potholes.

Month	21-22	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
Aug	675	670
Sep	850	750
Totals	9,330	8,594



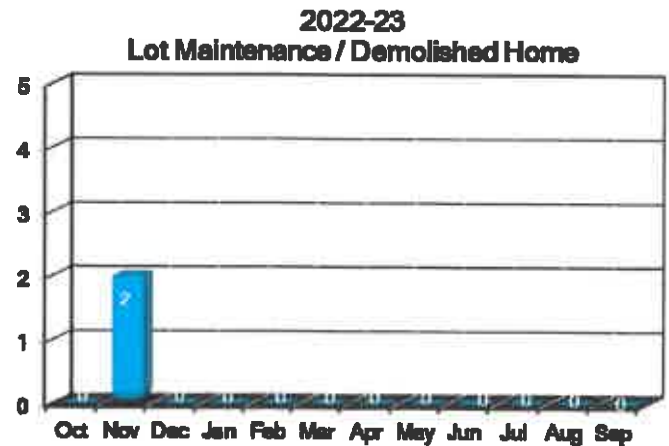
City Street Miles Swept Mr. Torres and Mr. Gutierrez, Sweeper Operators, cleaned 238 miles.

Month	21-22	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
Aug	350	1,084
Sep	196	238
Totals	5,336	10,265



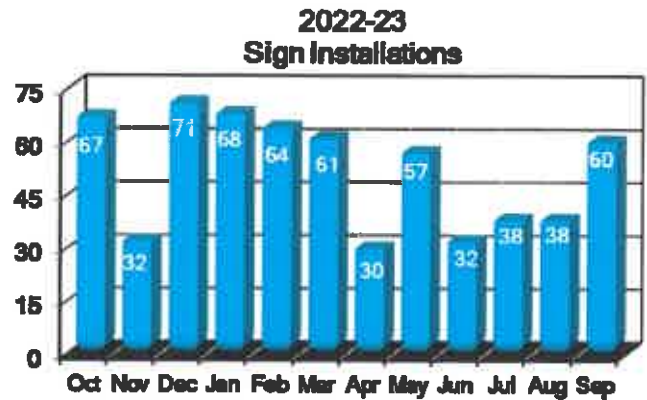
Lot Maintenance / Demolished Home There were no properties demolished.

Month	21-22	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
Aug	0	0
Sep	0	0
Totals	0	2



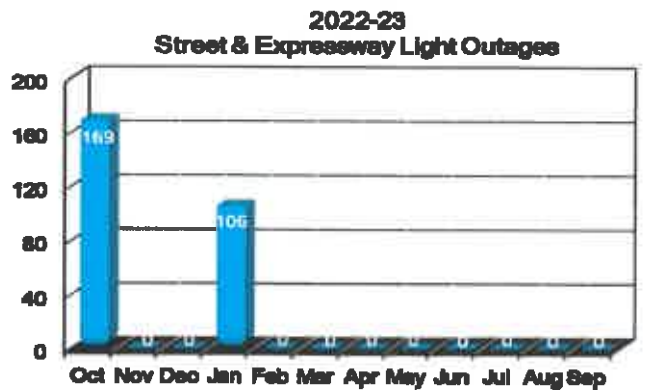
Sign Shop Output Measures Crews installed 60 signs and 60 poles.

Month	21-22	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
Aug	51	38	38
Sep	58	60	60
Totals	478	618	493



Street Light & Traffic Signal Maintenance

Month	21-22	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
Aug	0	0
Sep	0	0
Totals	1,203	275



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
Aug	1	12	11	2	1	0	4	14	16	33	94
Sep	6	3	3	0	6	3	6	3	39	39	108
FY 22-23	9	34	119	23	38	27	40	71	242	376	979
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 200 tires removed from the City this month.

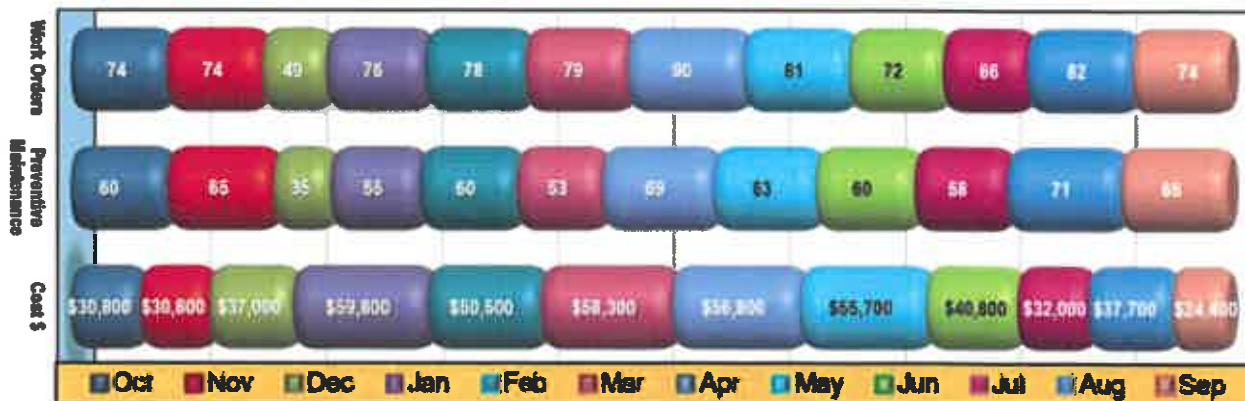
Month	FY 21-22	FY 22-23
Oct	1,000	1,200
Nov	1,150	675
Dec	425	365
Jan	375	350
Feb	450	310
Mar	375	280
Apr	400	120
May	275	200
Jun	175	180
Jul	208	220
Aug	287	450
Sep	150	200
Totals	5,270	4,550



2022-23 Fleet Maintenance & Cost Summary

Charge Code	Work Orders	Preventive Maintenance	Cost \$
Oil Changes / PM	66	66	\$ 18,300
Repairs	8	0	\$ 6,100
Totals	74	66	\$ 24,400
FY 22-23	895	715	\$ 514,600
FY 21-22	805	574	\$ 475,380

2022-23 Fleet Work Order Benchmark

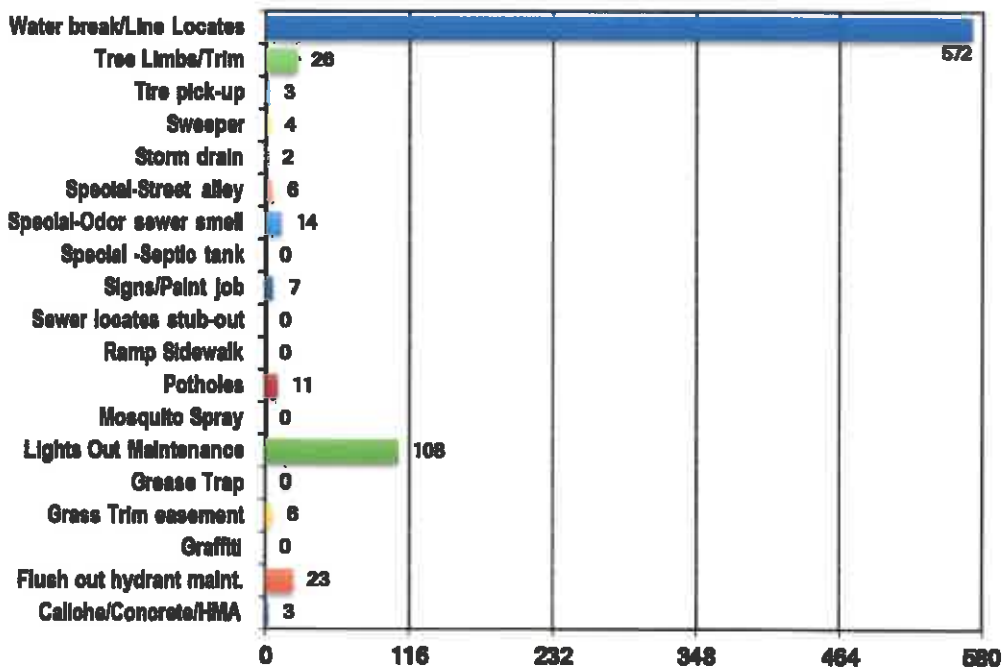


Administration

Request for Service Calls

Service Type	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	FY 22-23	FY 21-22
Caliche/Concrete/HMA	2	1	1	0	0	1	0	0	1	0	1	3	10	14
Flush Hydrant Maint.	110	61	0	0	61	78	3	0	1	4	16	23	357	305
Graffiti	0	0	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	4	6	161	171
Grease Trap	0	0	0	0	0	0	0	0	0	0	0	0	0	8
Lights Out Maint.	212	45	72	203	92	91	87	59	98	93	94	108	1,254	2,087
Mosquito spray	0	0	0	0	0	0	0	0	0	0	0	0	0	5
Potholes	114	121	105	49	80	73	106	56	49	14	32	11	810	1,427
Ramp Sidewalk	0	0	0	0	0	3	2	0	1	0	0	0	6	1
Sewer locates stub-out	0	0	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	4	7	79	71
Special -Septic tank	0	0	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	18	14	285	289
Special-Street alley	15	15	2	11	15	19	16	6	12	10	5	6	132	155
Storm drain	5	11	9	6	4	9	7	22	8	12	7	2	102	76
Sweeper	13	10	20	12	9	16	10	13	13	7	8	4	135	128
Tire pick-up	41	1	1	0	7	1	1	8	3	2	1	3	69	66
Tree Limbs/Trim	15	7	4	11	8	10	21	47	25	19	19	26	212	179
Wtr break/Line locates	672	468	538	670	686	572	659	780	726	686	811	572	7,840	5,339
Total	1,243	769	798	1,002	1,006	913	965	1,066	993	872	1020	785	11,452	10,323

September 2023 Request for Service Calls

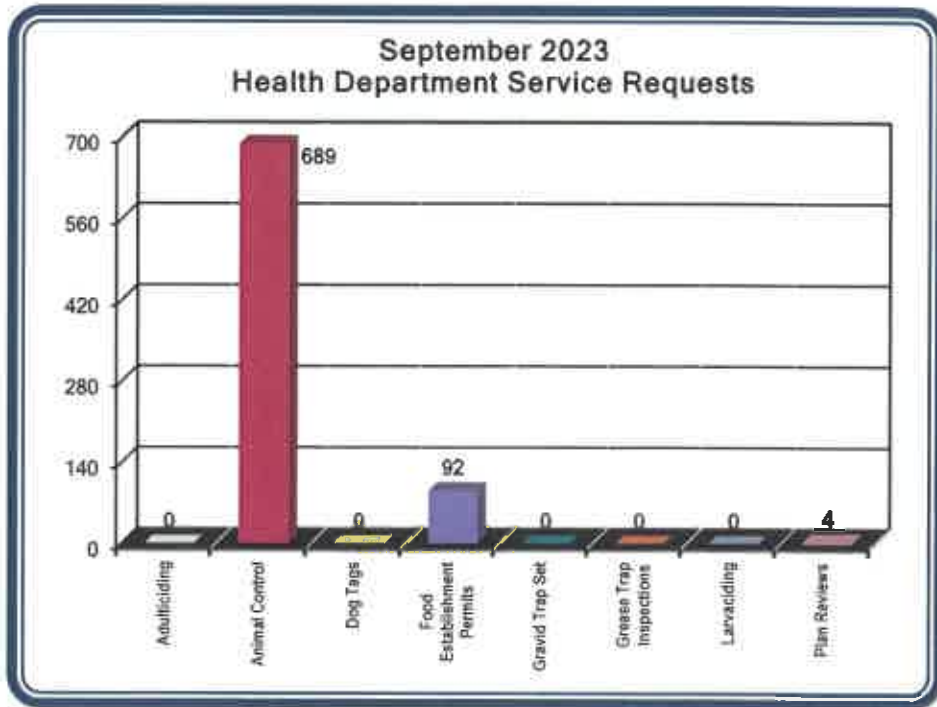


Health Department

Health Department Benchmark Summary

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

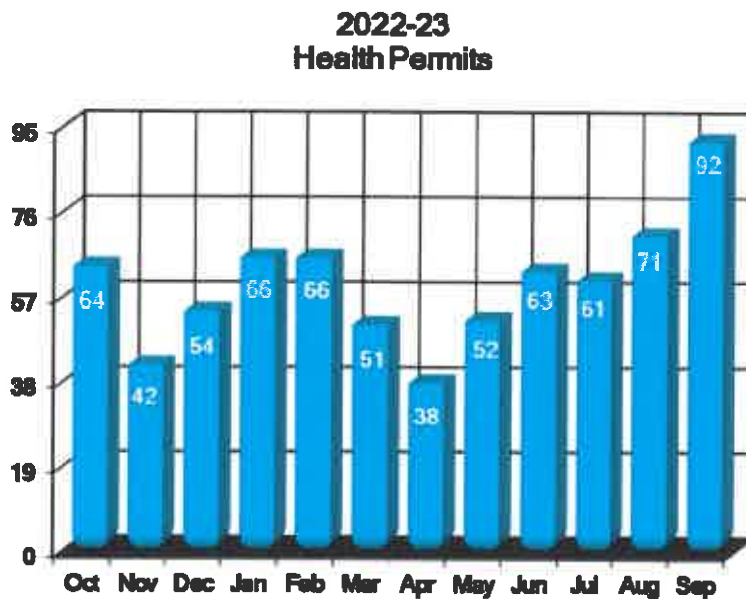
Service Type	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	FY 22-23	FY 21-22
Adulticiding	0	0	0	0	0	0	0	5	0	0	0	0	5	4
Animal Control	585	394	419	489	422	618	609	677	607	521	783	689	6,813	5,888
Dog Tags	8	16	3	3	3	6	1	1	0	0	3	0	44	89
Food Est. Permits	64	42	54	66	66	51	38	52	63	61	71	92	720	722
Gravid Trap Set	0	0	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	0	0	36	16
Larvaciding	0	0	0	0	0	2	3	2	0	0	0	0	7	8
Plan Reviews	8	8	6	7	6	4	7	6	11	3	4	4	74	102
Total	667	462	484	575	505	691	660	743	681	585	861	783	7,699	6,832



Health Permits

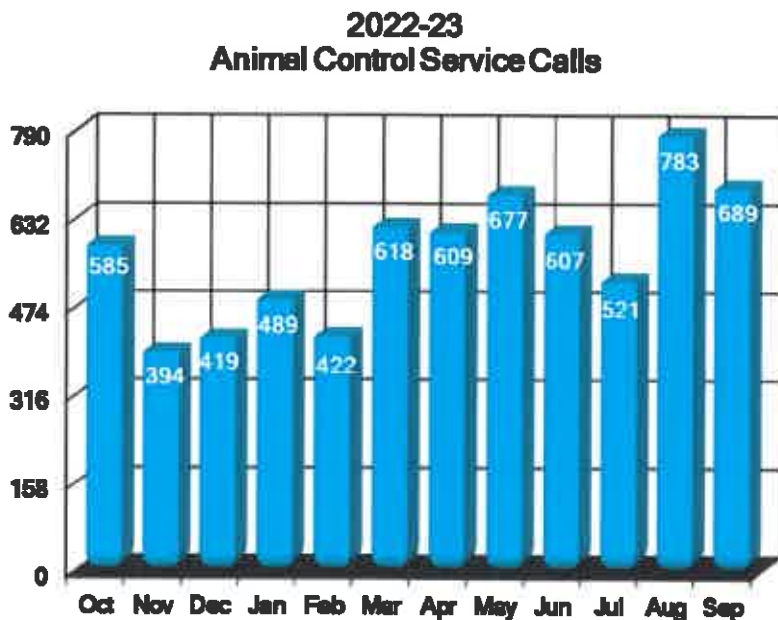
A total of 92 Food Establishment permits were Issued this month.

Food Establishment Permits		
Month	FY 21-22	FY 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
Aug	128	71
Sep	50	92
Totals	722	720



Animal Control Service Calls Citizens called (689 calls) regarding Animal Control concerns.

Animal Control Calls		
Month	FY 21-22	FY 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
Aug	418	783
Sep	489	689
Totals	5,888	6,813



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 September. There were 246 service orders completed.

Dogs

CITY	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape, Lost, Etc.	Sep	FY 22-23
Mission	81	3	0	22	7	0	113	916
Alton	1	0	0	0	0	0	1	28
Palmview	1	0	0	1	0	0	2	104
Sep	83	3	0	23	7	0	116	
FY 22-23	675	48	3	195	122	5		1,048

Cats

CITY	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape, Lost, Etc.	Sep	FY 22-23
Mission	91	1	0	17	0	0	109	693
Alton	0	0	0	0	0	0	0	1
Palmview	1	0	0	4	0	0	5	36
Sep	92	1	0	21	0	0	114	
FY 22-23	525	4	0	181	20	0		730

Wildlife

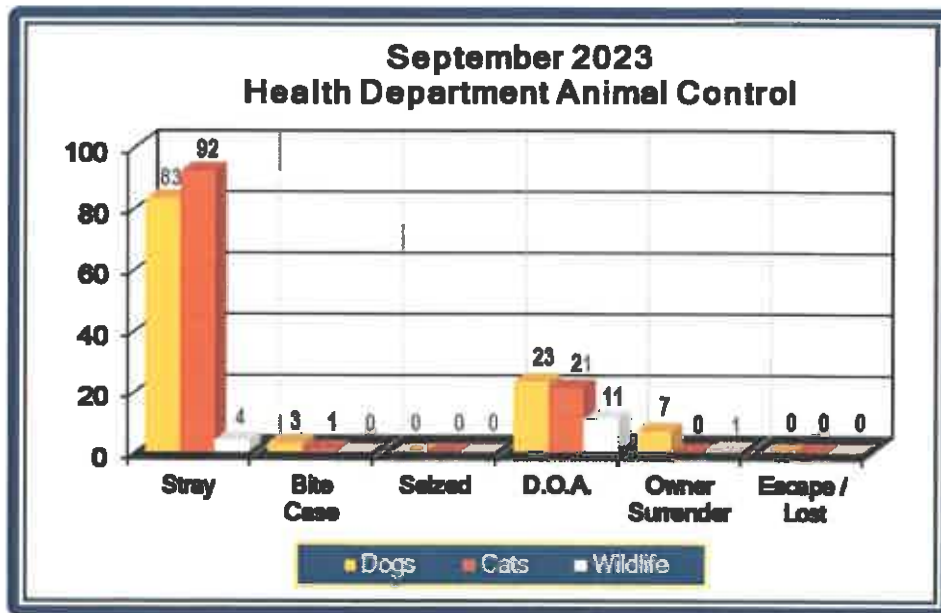
CITY	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape, Lost, Etc.	Sep	FY 22-23
Mission	4	0	0	11	1	0	16	176
Alton	0	0	0	0	0	0	0	0
Palmview	0	0	0	0	0	0	0	6
Sep	4	0	0	11	1	0	16	
FY 22-23	51	0	0	130	3	0		182

Health Department Animal Control (continued)

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

September 2023 Health Department Animal Control

Animal Type	Stray	Bite Case	Seized	D.O.A.	Owner Surrender	Escape / Lost	Sep	FY 22-23
Dogs	83	3	0	23	7	0	116	1,048
Cats	92	1	0	21	0	0	114	730
Wildlife	4	0	0	11	1	0	16	182
Sep	179	4	0	55	8	0	246	
FY 22-23	1,251	52	3	504	145	5		1,960





CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Susana De Luna, Planning Director
AGENDA ITEM: Conditional Use Permit: To Move in a Home on Property Zoned R-4 (Mobile & Modular Home), 500 N. Bryan Road (aka 1424 Carmel Drive), Lot 5, Block F, Wintergreen Estates, R-4, Joanie Martucci, and Adoption of Ordinance#_____ - De Luna

NATURE OF REQUEST:

On October 11, 2023 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located approximately 134' west of Yosemite Drive on the South side of Carmel Drive within the Wintergreen Estates Mobile Home Park. 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 approval for life of use subject to being transferable to others.

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 MOVE IN A HOME ON PROPERTY ZONED R-4 (MOBILE & MODULAR HOME), 500 N. BRYAN ROAD (AKA 1424 CARMEL DRIVE), LOT 5, BLOCK F, WINTERGREEN ESTATES

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of October 11, 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, October 23, 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
500 N. Bryan Road (aka 1424 Carmel Drive) Lot 5, Block F, Wintergreen Estates	To have a Site-Built Home on Property Zoned R-4 (Mobile & Modular Home)	1) Life of use 2) Transferable to others

READ, CONSIDERED AND PASSED, this the 23rd day of October, 2023.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.1

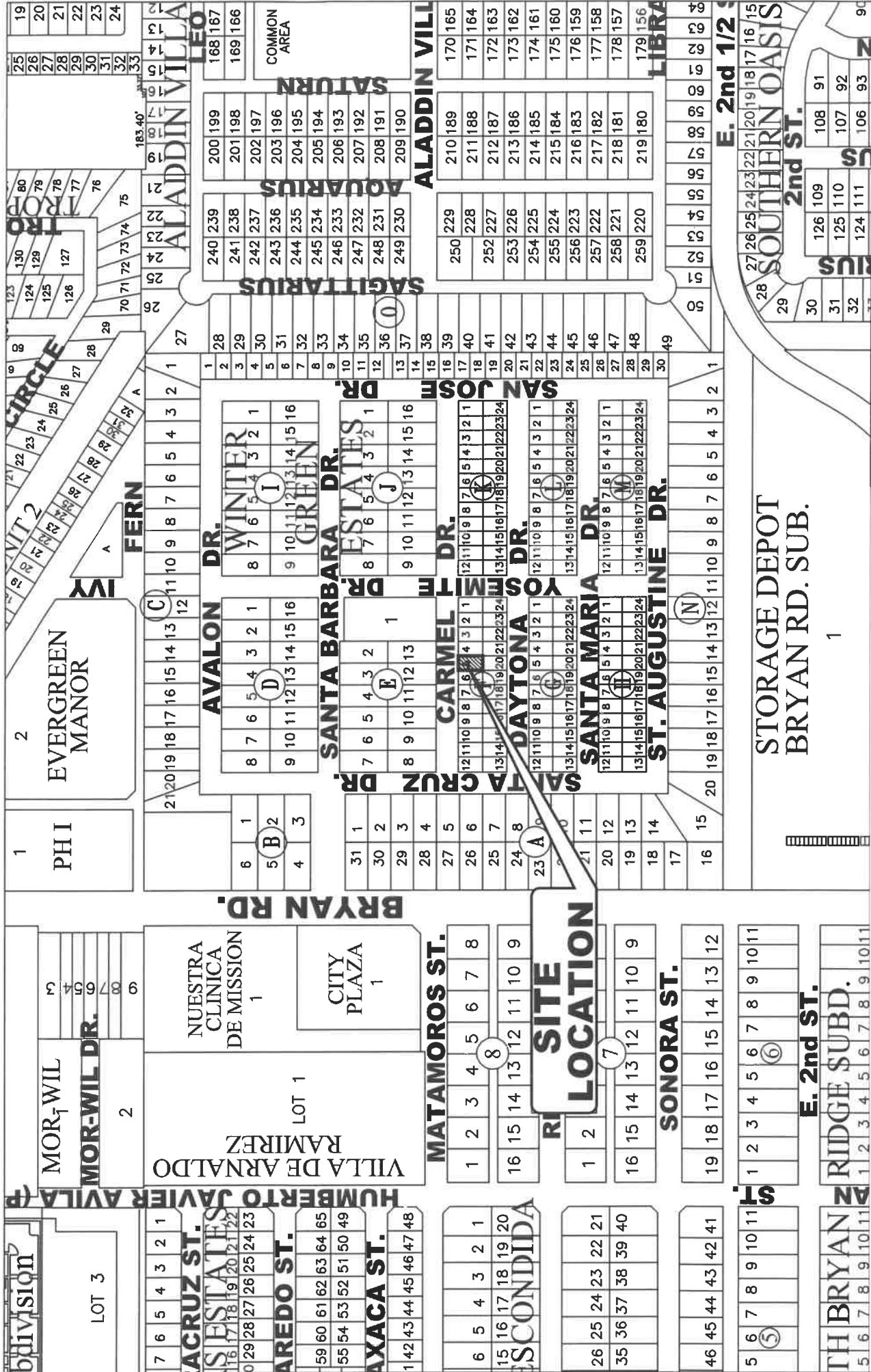
CONDITIONAL USE PERMIT: To Move-In a Home on Property Zoned
R-4 (Mobile & Modular Home)
500 N. Bryan Road (aka 1424 Carmel Drive)
Lot 5, Block F, Wintergreen Estates
R-4
Joanie Martucci

REVIEW DATA

The subject site is located approximately 134' west of Yosemite Drive on the South side of Carmel Drive within the Wintergreen Estates Mobile Home Park –see **vicinity map**. Mrs. Martucci desires a CUP to be allowed to move-in a home. The R-4 zone typically only allows mobile homes and RV's as the primary structure unless a CUP is awarded by the City, but they must comply with the R-1 setback requirements. Staff notes that if the request is approved they would still need to seek a variance for the setback and square footage requirements.

REVIEW COMMENTS: Staff mailed out 57 notices to property owners within 200' radius for input in regards to this item. On October 3, 2023, staff received a letter from the Chair of the Wintergreen Estates Architectural Committee in favor of the conditional use permit. They consider this unit to be no different than a traditional park model being manufactured because it would still be required to be placed on piers and skirted as per their by-laws. Staff notes that a similar request was approved for Lot 2, Block K on March 14, 1994.

RECOMMENDATION: Staff recommends approval for life of use subject to being transferable to others.



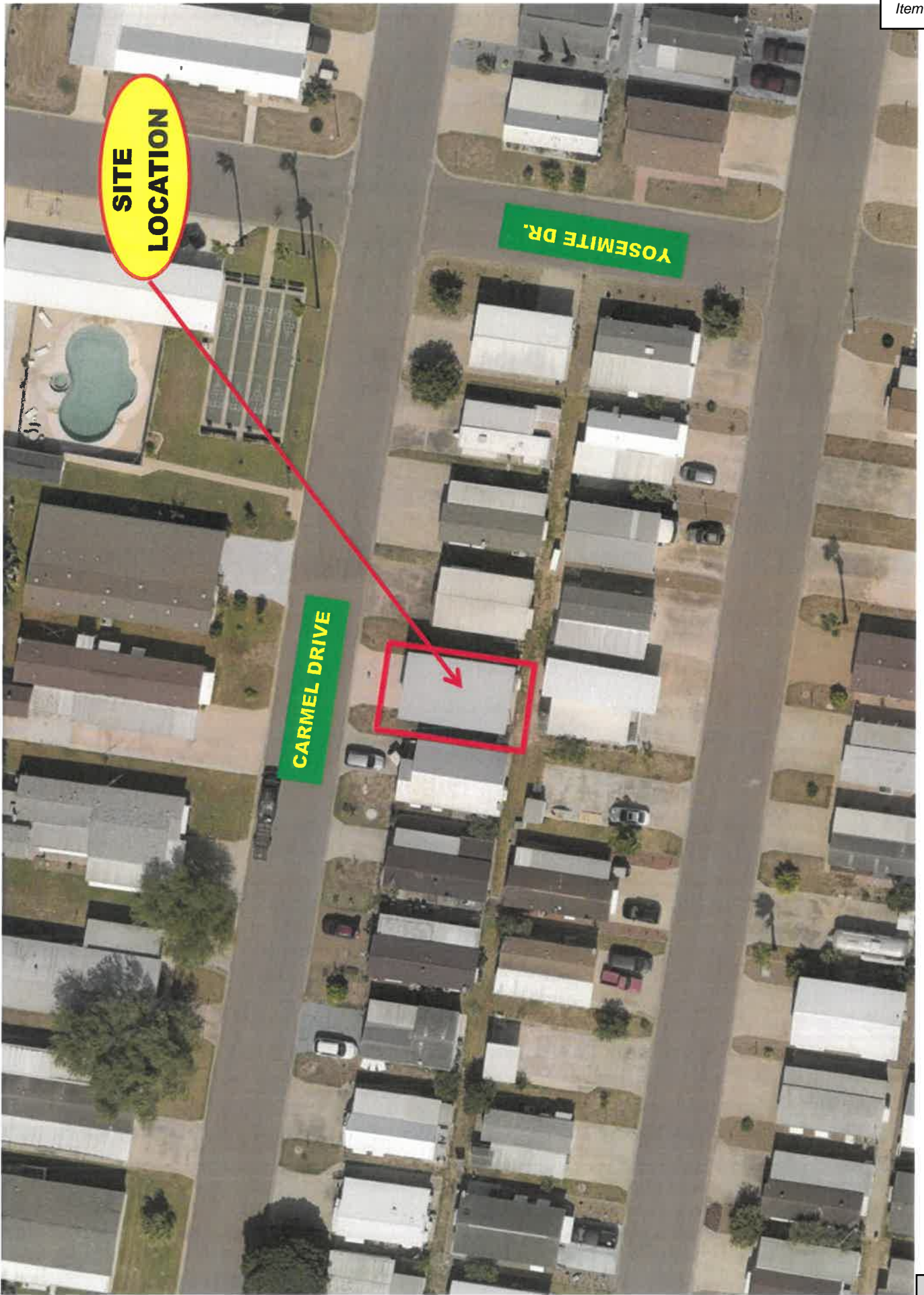
CITY OF MISSION
 HIDALGO COUNTY, TEXAS

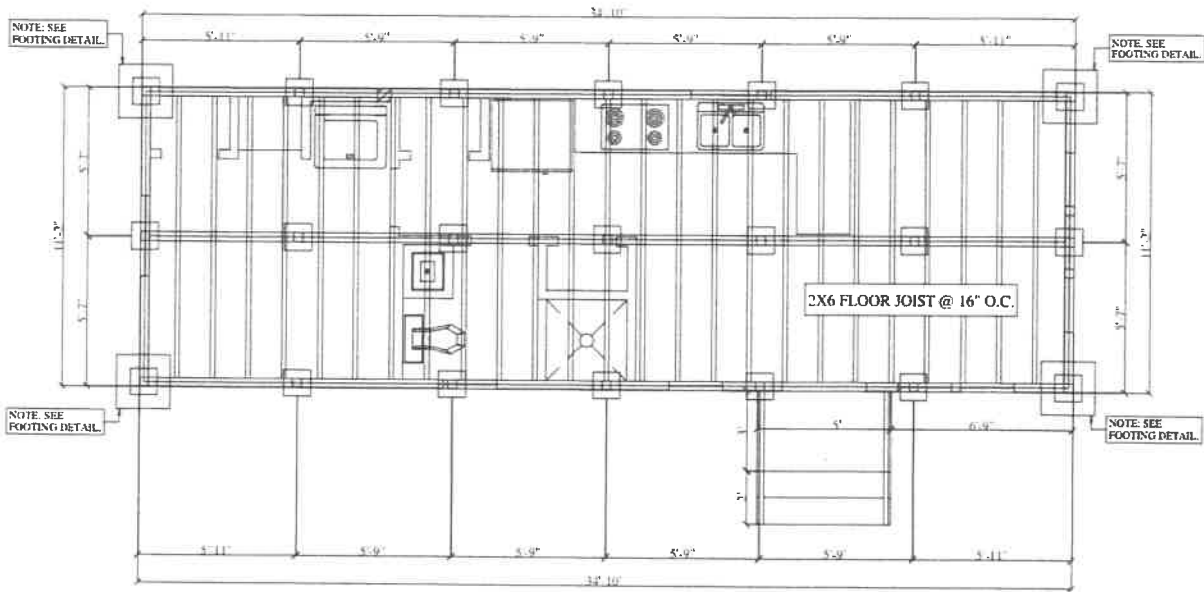
1201 E. 8th Street
 MISSION, TX 78572

PH: (956) 580-8672
 FAX: (956) 580-8680

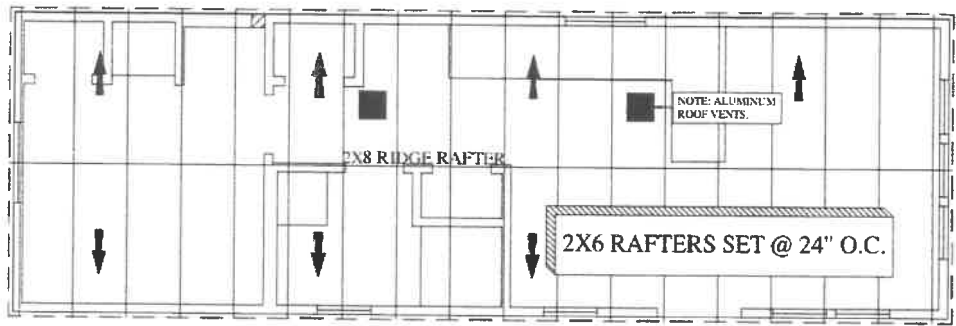
Item 11.

No.





FLOOR JOIST PLAN
SCALE: 1/4" = 1'-0"



ROOF FRAMING PLAN
SCALE: 1/4" = 1'-0"

W6800-00-00E-0001-00 (329708)
WINTER GREEN ESTATES RECREATION INC
500 N BRYAN RD UNIT E-1
MISSION TX 78572

W6800-00-00E-0002-00 (329709)
BODDICKER RODNEY J
500 N BRYAN RD E-2
MISSION TX 78572

W6800-00-00E-0003-00 (329710)
KREITZER JEAN M
21702 150TH ST
CRESCO IA 52136

W6800-00-00E-0004-00 (329711)
HOGAN MICHAEL JOSEPH & MARY
THE MICHAEL J & MARY HOGAN LIVING
500 N BRYAN RD UNIT E4
MISSION TX 78572

W6800-00-00E-0005-00 (329712)
DAVID MARIAN R
500 N BRYAN RD E5
MISSION TX 78572

W6800-00-00E-0008-00 (329715)
CHRISTENSEN CHRIS & CYNTHIA
1411 CARMEL DR 500 N BRYAN RD UNIT
MISSION TX 78572

W6800-00-00E-0009-00 (329716)
WOLTERS PHILLIP J JR & MARY A
500 N BRYAN RD UNIT E9
MISSION TX 78572

W6800-00-00E-0010-00 (329717)
BERSCHMAN STEVEN J & KRISTY L
4001 185TH AVE
LAKOTA IA 50451

W6800-00-00E-0011-00 (329718)
KEFFER ROBERT G
500 W BRYAN RD LOT E11
MISSION TX 78572

W6800-00-00E-0012-00 (329719)
SIMPSON NORMAN E & VIRGINIA
REV TRUST
500 N BRYAN RD UNIT E12
MISSION TX 78572

W6800-00-00E-0013-00 (329720)
NAUMANN KEVIN R & CYNTHIA S CO
500 N BRYAN RD E-13
MISSION TX 78572

W6800-00-00F-0001-00 (329721)
FAULKNER KIMBERLY LYNN
7227 ZURICH ST
ANCHORAGE, AK 99507-2755

W6800-00-00F-0002-00 (329722)
TOWNSEND MARK & MARTHA
245 RAINBOW DR #14595
LIVINGSTON TX 77399

W6800-00-00F-0003-00 (329723)
ZINDA DENNIS L & JANE M
5407 HIGHLAND TRL
BIG LAKE MN 55309

W6800-00-00F-0004-00 (329724)
INTERENTAINMENT BUSINESS CORP
PO BOX 3503
MCALLEN TX 78502

W6800-00-00F-0005-00 (329725)
JORDAN MARTIN KENT & JOAN MARIE
129 RAINBOW DR APT 2997
LIVINGSTON TX 77399

W6800-00-00F-0006-00 (329726)
CAMPBELL KATHRYN L
500 N BRYAN RD LOT F-6
MISSION TX 78572

W6800-00-00F-0007-00 (329727)
LEIST DOUGLAS
8891 HWY 9
LIME SPRINGS IA 52155

W6800-00-00F-0008-00 (329728)
RODRIGUEZ GERARDO & IRMA
500 N BRYAN RD F-8
MISSION TX 78572

W6800-00-00F-0009-00 (329729)
SANDOVAL ADHARA
2906 CHATEAU ST
EDINBURG TX 78539

W6800-00-00F-0010-00 (329730)
FRANZ MAURICE L & JUDITH A
477 ROUTE 108
GREENFIELD IL 62044

W6800-00-00F-0011-00 (329731)
FULLER KEANE RICHARD & PAMELA MARY
500 N BRYAN RD F-11
MISSION TX 78572

W6800-00-00F-0012-00 (329732)
GLAZE JACKIE E SR OR BARBARA J
WEESE
500 N BRYAN RD UNIT F12
MISSION TX 78572

W6800-00-00F-0013-00 (329733)
DECKARD EDDIE L & RUTH I
BRETT M DECKARD & KRISTEN N ANSO
828 S W LIGHTHOUSE POINT
LEE SUMMIT MO 64082

W6800-00-00F-0014-00 (329734)
REYNA ROSALINDA
500 N BRYAN RD UNIT F14
MISSION TX 78572

W6800-00-00F-0015-00 (329735)
GRIFFIN REGINA MARLENE
PO BOX 80338
MIDLAND TX 79708

W6800-00-00F-0016-00 (329736)
CASAREZ MANUEL
PO BOX 5034
MCALLEN TX 78502

W6800-00-00F-0017-00 (329737)
CARDINALLI SAL JOHN & LYNETTE
1419 DAYTONA DR
MISSION TX 78572

W6800-00-00F-0018-00 (329738)
LAPEAN TOM & KATHLEEN SENA
14485 S MCCUMBER RD
GORDON WI 54838

W6800-00-00F-0019-00 (329739)
WHITE EDWARD
13531 BEVERLY PARK RD
LYNNWOOD WA 98087

W6800-00-00F-0020-00 (329740)
BRODIE ROBERT L & SAMIHA MUGHRABI
WARREN H & HELEN B SOEFJE
3408 W HACKBERRY AVE
MCALLEN TX 78501

W6800-00-00F-0021-00 (329741)
HOVERSON ROGER LEE
500 N BRYAN RD UNIT F21
MISSION TX 78572

W6800-00-00F-0022-00 (329742)
FONTENOT JOHN & GAILA
500 N BRYAN RD UNIT F22
MISSION TX 78572

W6800-00-00F-0023-00 (329743)
RICHARDSON DANNY L & PHYLLIS M
747 WELLS ST NE
GRAND RAPIDS MI 49525

W6800-00-00F-0024-00 (329744)
REINHARDT BARBARA J REVOCABLE TRUST
20410 121ST ST NE
NEW LONDON MN 56273

W6800-00-00G-0001-00 (329745)
CLEM RAYMOND EDDIE
5575 SHELBY 307
CLARENCE MO 63437

W6800-00-00G-0002-00 (329746)
STEINER LESLEY J TRST
LESLEY J STEINER TRUST
10096 DIXIE HWY
HOLLY MI 48442

W6800-00-00G-0003-00 (329747)
STEWART DIANA & DENNIS HEATON
500 N BRYAN RD N-15
MISSION TX 78572

W6800-00-00G-0004-00 (329748)
STEWART DIANA & DENNIS HEATON
500 N BRYAN RD N-15
MISSION TX 78572

W6800-00-00G-0005-00 (329749)
DRESCH JERRY & JUDITH
73 RIDGEWOOD DR
LAKEVIEW AR 72642

W6800-00-00G-0006-00 (329750)
AULT JAMES R & LINDA S
TODD J AULTS
22122 E 33RD TERRACE CT S
BLUE SPRING MO 64015

W6800-00-00G-0007-00 (329751)
GAGEN MICHAEL H & MARILYN J TRSTS
GAGEN FAMILY LIVING TRUST
664 VISTA LN
CHEYENNE WY 82009

W6800-00-00G-0008-00 (329752)
NELSON JAMES R & JUDITH K
514 AQUARIUS ST
MISSION TX 78572

W6800-00-00G-0009-00 (329753)
MUNSON ROBERT F & PENNY L
500 N BRYAN RD LOT G9
MISSION TX 78572

W6800-00-00G-0010-00 (329754)
SHOOKS JULIE
401 KEARSLEY CREEK CT
ORTONVILLE MI 48462

W6800-00-00G-0011-00 (329755)
LEGEAULT ADELORD J & JOYCE R
20 QUINCY DR
SILVER BAY MN 55614

W6800-00-00G-0016-00 (329760)
STEVENS HARVEY & LORETTA LIVING
7836 FAIRFIELD RD
BROOKLYN PARK MN 55444

W6800-00-00G-0017-00 (329761)
BOLLER MARVIN L & EDITH
500 N BRYAN RD LOT H-7
MISSION TX 78572

W6800-00-00G-0018-00 (329762)
PERALES FRANCISCO ALBERTO SANCHEZ
1421 SANTA MARIA DR
MISSION TX 78572

W6800-00-00G-0019-00 (329763)
KRECKLAU BRIAN GEORGE
500 N BRYAN RD G 19
MISSION TX 78572

W6800-00-00G-0020-00 (329764)
KOLACIA STEVEN C & M CONSTANCE
23826 GARFIELD ST
FORT DODGE IA 50501

W6800-00-00G-0021-00 (329765)
PEREZ EDNA LEE CARDOZA
215 E 2ND ST
MISSION TX 78572

W6800-00-00G-0022-00 (329766)
RESENDEZ RAMIRO A
1001 S 10TH ST STE G835
MCALLEN TX 78501

W6800-00-00G-0023-00 (329767)
WHEATMAN DAVID & SHIRLEY GREEN
500 N BRYAN RD G-23
MISSION TX 78572

W6800-00-00G-0024-00 (329768)
KIHL PATRICIA
500 N BRYAN RD G-24
MISSION TX 78572

W6800-00-00K-0012-00 (329836)
MCLAUGHLIN JOSEPH L & MARY E
500 N BRYAN RD K-12
MISSION TX 78572

W6800-00-00K-0013-00 (329837)
UNDERWOOD VIRGIL J & REBECCA J
500 N BRYAN RD UNIT K13
MISSION TX 78572

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
GRANTING A CONDITIONAL USE PERMIT TO HAVE LA MINERVA EVENT
CENTER, 1416 W. MILE 2 ROAD, LOTS B, C, D, MOUNTAIN VIEW PH. I
SUBDIVISION**

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of October 11, 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, October 23, 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
1416 W. Mile 2 Road Lots B, C, D, Mountain View Ph. I Subdivision	La Minerva Event Center	1) Life of use 2) Compliance with all City Codes (Building, Fire, etc.); and 3) Must comply with Noise Ordinance

READ, CONSIDERED AND PASSED, this the 23rd day of October, 2023.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.2

CONDITIONAL USE PERMIT: La Minerva Event Center
 1416 W. Mile 2 Road
 Lots B, C, D, Mountain View Ph. I Subdivision
 C-3
 Emmanuel Villanueva

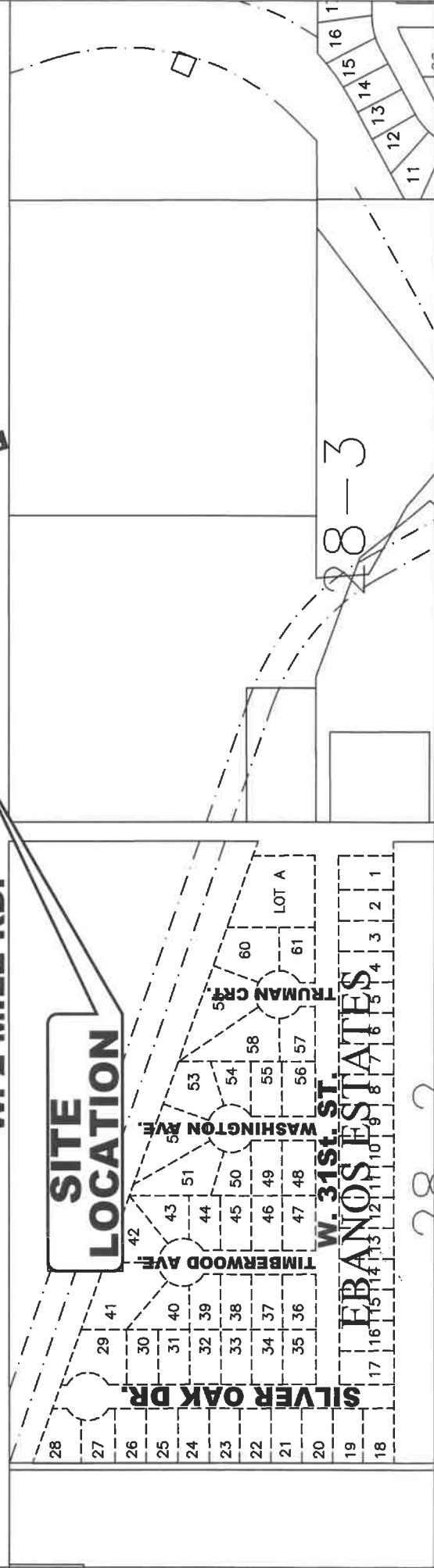
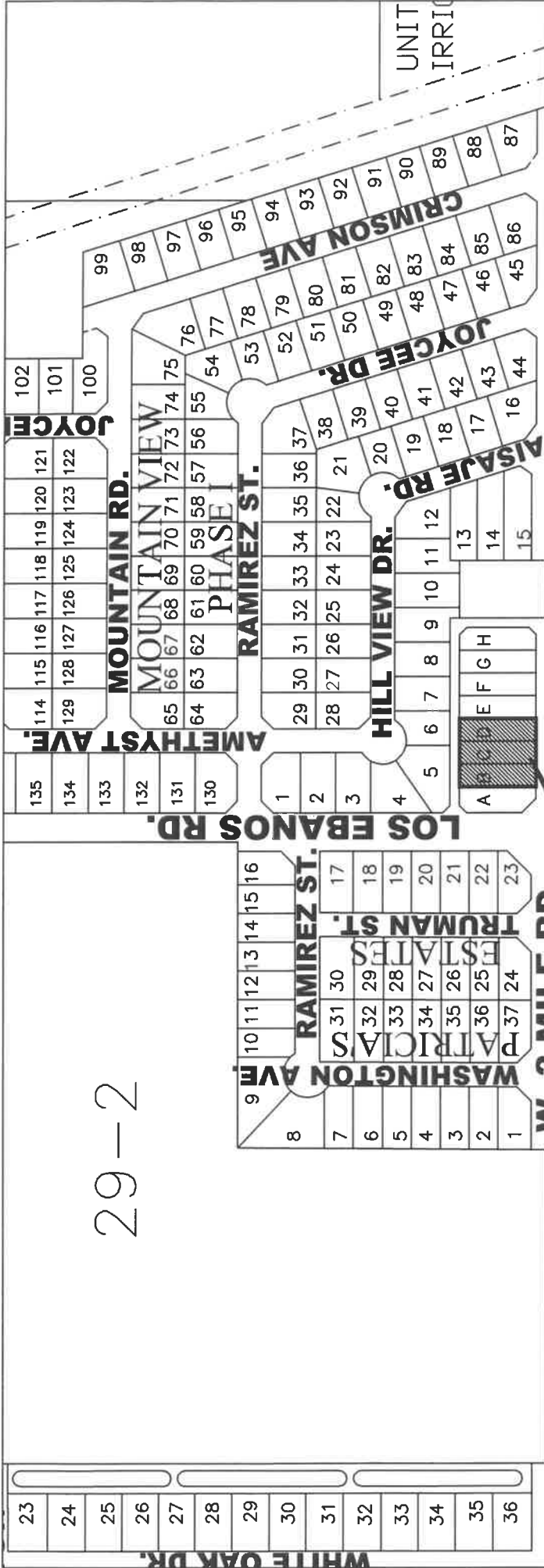
REVIEW DATA

The subject site is located at the NE corner of Los Ebanos Road and Mile 2. –see **vicinity map**. Mr. Villanueva recently took over the 2,911 sq.ft. building that has been used as an Event Center for such activities as weddings, reunions, birthday parties, seminars, etc.

- **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 6:00 pm till 2:00 am
- **Staff:** 5 employees
- **Parking & Landscaping:** In reviewing the floor plan, there is a total of 10 tables with 10 chairs each for a total of 100 seating spaces proposed, which would require 33 parking spaces. (1 parking space for every 3 seats = 33.3). There is a total of 85 parking spaces that are held in common. Staff notes that additional landscaping will be required.

REVIEW COMMENTS: Staff notes that this building has been used as a banquet and event center since it was constructed. Staff mailed out 17 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 for life of use subject to:
 1) Compliance with all City Codes (Building, Fire, etc.), and
 2) Must comply with Noise Ordinance.



Item 12.

No.

CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 8th Street
 MISSION, TX 78572
 PH: (956) 580-8672
 FAX: (956) 580-8680





Item 12.



W0100-00-028-0002-01 (317153)
 ARNOLD THERESA EILEEN
 1501 W MILE 2 RD
 MISSION TX 78574

W0100-00-028-0003-06 (317163)
 KINCAID M L
 PO BOX 171
 MISSION TX 78573

P4653-00-000-0019-00 (658518)
 SANCHEZ JUAN D SALAZAR & MARIA B
 CHAVERO SANCHEZ
 3208 TRUMAN ST
 MISSION TX 78573

P4653-00-000-0020-00 (658519)
 GARCIA OLIVIA
 3206 TRUMAN ST
 MISSION TX 78573

P4653-00-000-0021-00 (658520)
 LEANOS ELIJIO & IDALIA
 3204 TRUMAN ST
 MISSION TX 78573

P4653-00-000-0022-00 (658521)
 MARQUEZ RUTH J
 2413 W JONQUIL AVE
 MCALLEN TX 78501

P4653-00-000-0023-00 (658522)
 GARZA MARIA I
 3200 TRUMAN ST
 MISSION TX 78573

M7003-01-000-0003-00 (724521)
 MARRUJO ENRIQUE
 3211 AMETHYST AVENUE
 MISSION TX 78573

M7003-01-000-0004-00 (724522)
 RUIZ EDGAR
 3209 AMETHYST AVE
 MISSION TX 78573

M7003-01-000-0005-00 (724523)
 RODRIGUEZ BERNABE & BEATRIZ
 411 W SILVERADO
 MISSION TX 78572

M7003-01-000-0006-00 (724524)
 MORENO WALTER D & CHRISTINA ANN
 1409 HILL VIEW DR
 MISSION TX 78573

M7003-01-000-0007-00 (724525)
 RIOS JAHAZIEL & JOHANNA PENA
 1407 HILL VIEW DR
 MISSION TX 78573

M7003-01-000-0008-00 (724526)
 MENDOZA-JIMENEZ EDGAR A
 1405 HILL VIEW DR
 MISSION TX 78573

M7003-01-000-0009-00 (724527)
 PENA TOMAS
 1403 HILL VIEW DR
 MISSION TX 78573

M7003-01-000-000B-00 (724659)
 MARTIN VILLANUEVA & LUZ BELEN
 1403 PALMER RD
 MISSION, TX 78573-0303

M7003-01-000-000A-00 (724658)
 CONFIDENTIAL
 PO BOX 6770
 MCALLEN TX 78502

M7003-01-000-000E-00 (724662)
 MARTIN VILLANUEVA & LUZ BELEN
 1403 PALMER RD
 MISSION, TX 78573-0303



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Susana De Luna, Planning Director
AGENDA ITEM: Conditional Use Permit: La Marquesa Event Center, 1410 W. Mile 2 Road, Lots E, F, G, H, Mountain View Ph. I Subdivision, C-3, Emmanuel Villanueva, and Adoption of Ordinance#_____ - De Luna

NATURE OF REQUEST:

On October 11, 2023 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located at the NE corner of Los Ebanos Road and Mile 2. 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 approval for life of use subject to; 1) Compliance with all City Codes (Building, Fire, etc.); and 2) Must comply with Noise 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 _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT TO HAVE LA MARQUESA EVENT CENTER, 1410 W. MILE 2 ROAD, LOTS E, F, G, H, MOUNTAIN VIEW PH. I SUBDIVISION

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of October 11, 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, October 23, 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
1410 W. Mile 2 Road Lots E, F, G, H, Mountain View Ph. I Subdivision	La Marquesa Event Center	1) Life of use 2) Compliance with all City Codes (Building, Fire, etc.); and 3) Must comply with Noise Ordinance

READ, CONSIDERED AND PASSED, this the 23rd day of October, 2023.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.3

CONDITIONAL USE PERMIT: La Marquesa Event Center
 1410 W. Mile 2 Road
 Lots E, F, G, H, Mountain View Ph. I Subdivision
 C-3
 Emmanuel Villanueva

REVIEW DATA

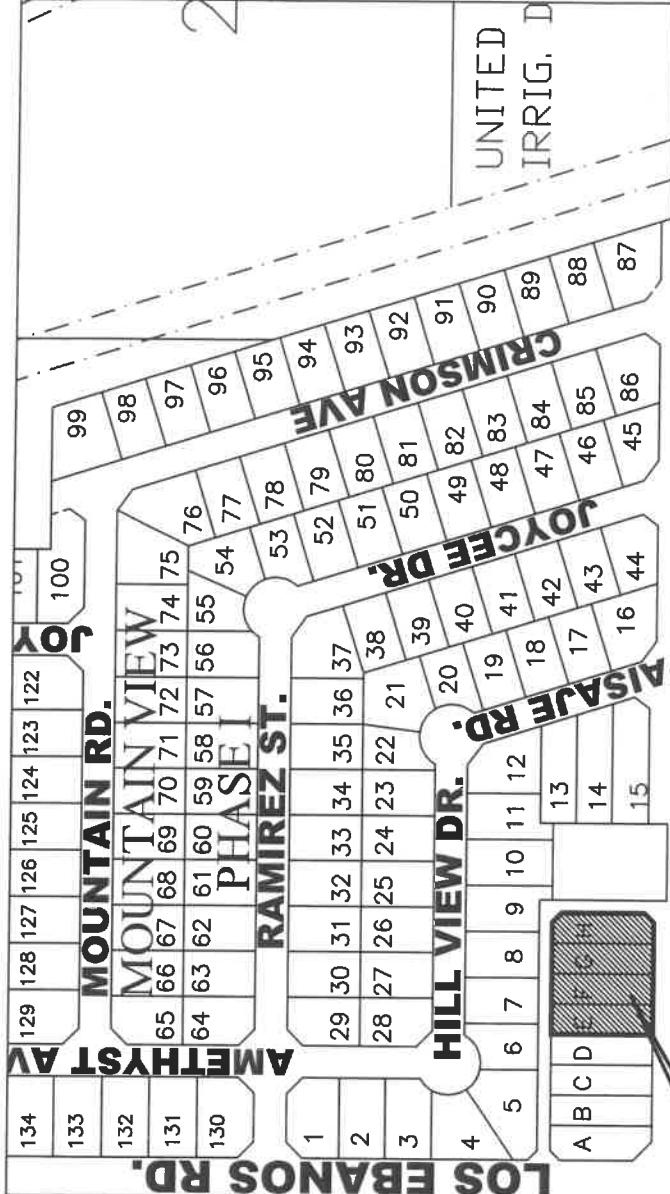
The subject site is located at the NE corner of Los Ebanos Road and Mile 2. –see **vicinity map**. Mr. Villanueva recently took over the 5,049 sq.ft. building that has been used as an Event Center for such activities as weddings, reunions, birthday parties, seminars, etc.

- **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 6:00 pm till 2:00 am
- **Staff:** 5 employees
- **Parking:** In reviewing the floor plan, there is a total of 200 seating spaces proposed, which would require 67 parking spaces. (1 parking space for every 3 seats = 66.6). There is a total of 85 parking spaces that are held in common.

REVIEW COMMENTS: Staff notes that this building has a bar component, but in talking to the applicant he clarified that it was a snack bar no alcoholic beverages will be sold. This building has also been used as a banquet and event center since it was constructed. Staff mailed out 19 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.

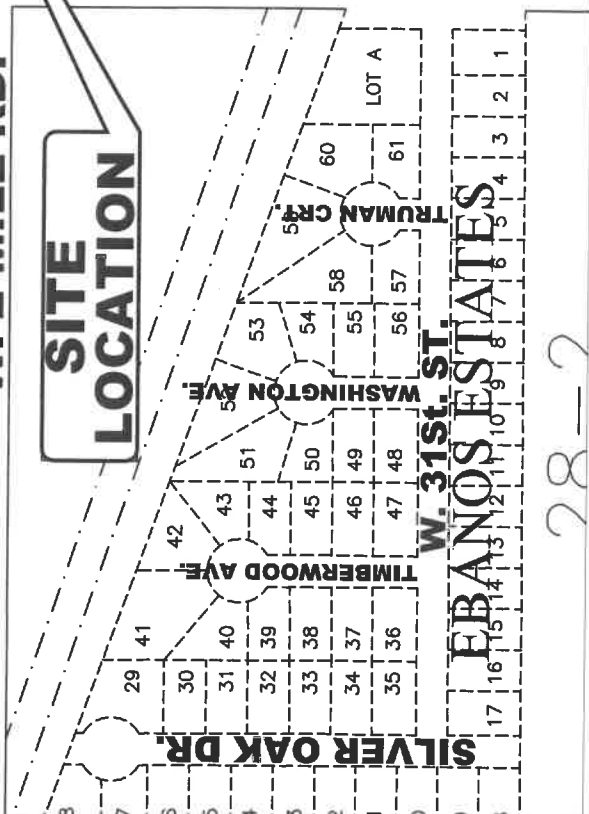
RECOMMENDATION: Staff recommends approval for life of use subject to:
 1) Compliance with all City Codes (Building, Fire, etc.), and
 2) Must comply with Noise Ordinance.

29-2



UNITED IRRIG. D

SITE LOCATION



CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 8th Street
 MISSION, TX 78572
 PH: (956) 580-8672
 FAX: (956) 580-8680

Item 13.

No.







W0100-00-028-0003-06 (317163)
KINCAID M L
PO BOX 171
MISSION TX 78573

W0100-00-029-0003-01 (317246)
SESHIE DZIEDZORN KOFI
1400 W 2 MILE LINE RD
MISSION TX 78574

M7003-01-000-0004-00 (724522)
RUIZ EDGAR
3209 AMETHYST AVE
MISSION TX 78573

M7003-01-000-0005-00 (724523)
RODRIGUEZ BERNABE & BEATRIZ
411 W SILVERADO
MISSION TX 78572

M7003-01-000-0006-00 (724524)
MORENO WALTER D & CHRISTINA ANN
1409 HILL VIEW DR
MISSION TX 78573

M7003-01-000-0007-00 (724525)
RIOS JAHAZIEL & JOHANNA PENA
1407 HILL VIEW DR
MISSION TX 78573

M7003-01-000-0008-00 (724526)
MENDOZA-JIMENEZ EDGAR A
1405 HILL VIEW DR
MISSION TX 78573

M7003-01-000-0009-00 (724527)
PENA TOMAS
1403 HILL VIEW DR
MISSION TX 78573

M7003-01-000-0010-00 (724528)
RAZO ANA KAREN MATA
1401 HILL VIEW RD
MISSION TX 78573

M7003-01-000-0011-00 (724529)
MARTNEZ ELIZABETH
1317 HILLVIEW DRIVE
MISSION TX 78573

M7003-01-000-0012-00 (724530)
RUIZ CARLOS H & SAN JUANITA
1315 HILL VIEW DR
MISSION TX 78573

M7003-01-000-0013-00 (724531)
MARQUEZ JUAN H & SILVIA
3205 PAISAJE DR
MISSION TX 78573

M7003-01-000-0025-00 (724543)
HERNANDEZ JAZIEL A
1402 HILL VIEW DR
MISSION TX 78573

M7003-01-000-0026-00 (724544)
ARCAUTE JESUS J JR
1404 HILL VIEW DR
MISSION TX 78573

M7003-01-000-0027-00 (724545)
SALAZAR JESUS G DE LEON
1406 HILL VIEW DR
MISSION TX 78573

M7003-01-000-0028-00 (724546)
RODRIGUEZ DANIEL & MONICA V
1408 HILLVIEW DR
MISSION TX 78573

M7003-01-000-000B-00 (724659)
MARTIN VILLANUEVA & LUZ BELEN
1403 PALMER RD
MISSION, TX 78573-0303

M7003-01-000-000A-00 (724658)
CONFIDENTIAL
PO BOX 6770
MCALLEN TX 78502

M7003-01-000-000E-00 (724662)
MARTIN VILLANUEVA & LUZ BELEN
1403 PALMER RD
MISSION, TX 78573-0303



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Susana De Luna, Planning Director
AGENDA ITEM: Conditional Use Permit: Drive-Thru Service Window – Doña Nena Bakery, 708 N. Inspiration Road, Suites 1 & 2, Lot 1, Rivalsebas Subdivision, C-3, Lucy C. De Leon, and Adoption of Ordinance#_____ - De Luna

NATURE OF REQUEST:

On October 11, 2023 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located 400' south of E. Expressway 83 Frontage road along the east side of Inspiration 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 approval subject to: 1) 1 year re-evaluation to assess this new operation; 2) Compliance with all City Codes (Building, Fire, and Health, etc.); and 3) Acquisition of a business license.

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 FOR A DRIVE-THRU SERVICE
WINDOW – DOÑA NENA BAKERY, 708 N. INSPIRATION ROAD, SUITES 1 & 2, LOT
1 RIVALSEBAS SUBDIVISION**

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of October 11, 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, October 23, 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
708 N. Inspiration Road, Suites 1 & 2	Drive-Thru Service Window – Doña Nena Bakery	1) 1 year re-evaluation to assess this new operation 2) Compliance with all City Codes (Building, Fire, and Health, etc.) 3) Acquisition of a business license

READ, CONSIDERED AND PASSED, this the 23rd day of October, 2023.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.4

CONDITIONAL USE PERMIT: Drive-Thru Service Window—Doña Nena Bakery
 708 N. Inspiration Road, Suites 1 & 2
 Lot 1, Rivalsebas Subdivision
 C-3
 Lucy C. De Leon

REVIEW DATA

The subject site is located 400' south of E. Expressway 83 Frontage Road along the east side of Inspiration Road—see **vicinity map**. The applicant leased suites 2 & 3 of the commercial plaza total 1,664 sq.ft. for a proposed bakery. The applicant would like to continue the use of the drive-thru service window located along the north end of the building. Access to the site is from a 24' driveway from Inspiration Road. The last CUP for the Drive-Thru Service Window for this location was approved by the P&Z on February 9, 2022 for a period of 3 years. Since the use is not transferable to others and this is a new tenant, therefore the need for a new conditional use permit.

- **Hours of Operation:** Monday thru Sunday from 7:00 a.m. to 8:00 p.m.
- **Staff:** 3 employees during operating hours
- **Parking:** Based on the square footage of the building there is a total of 9 parking spaces required. There is a total of 13 parking spaces that are held in common at this location and exceeds code. Applicant will need to comply with the landscaping requirements.

REVIEW COMMENTS: The drive-thru service window allows for 5 vehicles to be easily stacked. Staff mailed out 8 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) 1 year re-evaluation to assess this new operation,
- 2) Compliance with all City Codes (Building, Fire, and Health, etc.), and
- 3) Acquisition of a business license.

U.S. EXPRESSWAY 83

TAMEZ
LOT 1 LOT 2

RIVALSEBAS

SITE LOCATION

E. FABELA

4
S. E.V. FLORES
SUBD.

LOOP 374

CAMPBELL AVE
18 17 16 15 14
13

INSPIRATION RD.

RUMOROSA LN.

SOLEADO ST.

AY ST.
MADRIGAL
INAS DR.
COUNTRY SIDE
PH II
AMS ST.



CITY OF MISSION
HIDALGO COUNTY, TEXAS
1201 E. 8th Street
MISSION, TX 78572
PH: (956) 580-8672
FAX: (956) 580-8680

Item 14.

No.





Item 14.



10052-00-000-0002-02 (101514)
BIG SKEETERS LLC
1917 KINGFISHER LN
MISSION TX 78572

10052-00-000-0002-03 (101515)
CANALES ARNULFO & ET AL
927 BOWEN ST
MISSION TX 78572

10052-00-000-0002-04 (101516)
ESQUEDA SKEETER A
1917 KINGFISHER LN
MISSION TX 78572

W0100-00-019-0001-02 (316718)
AEP TEXAS CENTRAL COMPANY
PO BOX 16428
TAX DEPARTMENT 27TH FLOOR
COLUMBUS OH 43216

T0413-00-000-0001-00 (710766)
COLE VS MISSION (HIGHWAY 83) TX LLC
C/O STRIPES No 2220
8111 WESTCHESTER DR STE 600
DALLAS TX 75225

T0413-00-000-0002-00 (710767)
7-ELEVEN INC
ATTN: AD VALOREM TAX 7-ELEVEN No.
PO BOX 711
DALLAS TX 75221

R3257-00-000-0001-00 (1130233)
CEPEDA JOE & KARINA RODRIGUEZ
6717 N BENTSEN RD
MCALLEN TX 78504

R3257-00-000-0002-00 (1130238)
CEPEDA VERONICA
1912 MONTECRUZ ST
MISSION TX 78574



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Susana De Luna, Planning Director
AGENDA ITEM: Conditional Use Permit: Drive-Thru Service Window, 722 E. 8th Street, Lots 11 & 12 & 20' strip adj. to Lots, Block 113, Mission Original Townsite, C-3, Noe Salinas & Julian Arrellano, and Adoption of Ordinance#_____ - De Luna

NATURE OF REQUEST:

On October 11, 2023 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located on the Southwest corner of N. Mayberry road and E. 8th Street. 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 approval subject to: 1) Compliance with Building and Fire Codes; 2) Meet paving requirements; and 3) If approved by City Council tenant will have to apply for their CUP for use of the Drive Thru Window

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 DRIVE-THRU SERVICE WINDOW, 722 E. 8TH STREET, LOTS 11 & 12 & 20' STRIP ADJ. TO LOTS, BLOCK 113, MISSION ORIGINAL TOWNSITE

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of October 11, 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, October 23, 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
722 E. 8 th Street Lots 11 & 12 & 20' strip adj. to Lots, Block 113, Mission Original Townsite	Drive-Thru Service Window	1) Compliance with Building and Fire Codes; 2) Meet paving requirements; and 3) If approved by City Council tenant will have to apply for their CUP for use of the Drive Thru

READ, CONSIDERED AND PASSED, this the 23rd day of October, 2023.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.5

CONDITIONAL USE PERMIT: Drive-Thru Service Window
 722 E. 8th Street
 Lots 11 & 12 & 20' strip adj.
 to Lots, Block 113, Mission Original Townsite
 C-3
 Noe Salinas & Julian Arrellano

REVIEW DATA

The subject site is located on the Southwest corner of N. Mayberry Road and E. 8th Street—see **vicinity map**. The applicant purchased a 5,370 sq. ft. plaza with 7 units and would like to add a drive-thru service window to one of the units. They are proposing a 12' x 35' circular driveway off of E. 8th Street driving from the eastern entrance and exiting through the western exit. Access to this site is provided off of 8th Street and Mayberry. It is noted that by doing the circular driveway, the applicant will be removing one parking space.

This item was previously considered and approved by City Council on August 8, 2022, however Section 1.54(4) of the Zoning Code states that if a conditional use permit has not been used within one year after the date granted, the permit is automatically canceled. Since it's being over a year and the drive-thru window has not been constructed, therefore the need to re-apply.

- **Parking:** Based on the square footage of the building, a total of 16 parking spaces are required for the plaza. The applicant has 15 parking spaces including the handicap parking. Based on the site plan the drive-thru lane will allow stacking for 3 vehicles, thus complying with parking.
- **Landscaping:** Landscaping is meeting code.

REVIEW COMMENTS: Staff mailed out 20 notices to property owners within 200' radius and staff has not received any comments in favor or against this request. Staff notes that the parking requirements would not be met because in order to accommodate the circular driveway they would need to remove 2 parking spaces in total leaving 15 parking spaces. Staff also notes that there is not enough room for stacking of any vehicles.

RECOMMENDATION: Staff recommends approval subject to: 1) Compliance with Building and Fire Codes; 2) Meet paving requirements; and 3) if approved by City Council tenant will have to apply for their CUP for use of the Drive-Thru Window.

1	2	3	4	5	6
7	169				12
8					11
9					10

1	12	
2	11	
3	168	10
4		9
5		8
6		7

1		
2		10 9
3	167	
4		
5		7 8
6		

ADDITION

12	11	10	9	8	7
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12	11	10	9	8	7
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Item 15.

1	2	3	4	5	6
		A			

1	2	3	4	5	6
		F			

E. TOM LANDRY BLVD.

E. 10th

1	18	
2	17	
3	164	16

1	18	
2	17	
3	165	16

1		
2		15 16
3	166	

1	2	3	4	5	6	7
		H				
9						8

7	6
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BUS. HWY 83 (E. 9th. St.)

THOMAS B. SAMMONS IND. 141

1									
2									
3	138								
4		9							
5		8							
6		7							

1	13	
2	12	
3	10	
4	139	9
5		8
6		7

1	14	
2	13	
3	12	
4	11	
5	140	10
6		9
7		8

SITE LOCATION



E. 8th ST.

E. 8th. ST.

1	12	
2	11	
3	115	10
4		9
5		8
6		7

1	12	
2	11	
3	114	10
4		9
5		8
6		7

1	14	
2	13	
3	12	
4	11	
5	113	10
6		9
7		8

MAYBERRY RD
ACE PALM PLAZA

DILLARD SUBD.

Anac

Publi

LEO NAJO ST.

1	12	
2	11	
3	110	10
4		9
5		8
6		7

1	12	
2	11	
3	111	10
4		9
5		8
6		7

1	12	
2	11	
3	112	10
4		9
5		8
6		7

ST. MARIE AVE.

KERALUM AVE.

E. 6th ST.

E. 6th ST

1	12	
2	11	
3	87	10
4		9
5		8
6		7

1	12	
2	11	
3	86	10
4		9
5		8
6		7

1	12	
2	11	
3	85	10
4		9
5		8
6		7

RAFAEL RAMIREZ ST.

20	1	2	1
19	2	1	1
18	3	2	1
17	4	3	1
16	5	4	1
15	6	5	1
14	7	6	1
13	8	7	1
12	9	8	1
11	10	9	1

LAREDO ST.

PINO

GRANJENO

CYPRESS

20	1	20	1
19	2	19	2
18	3	18	3
17	4	17	4
16	5	16	5
15	6	15	6
14	7	14	7
13	8	13	8
12	9	12	9
11	10	11	10



CITY OF MISSION
HIDALGO COUNTY, TEXAS

1201 E. 8th. Street
MISSION, TX 78572

PH: (956) 580-8672
FAX: (956) 580-8680

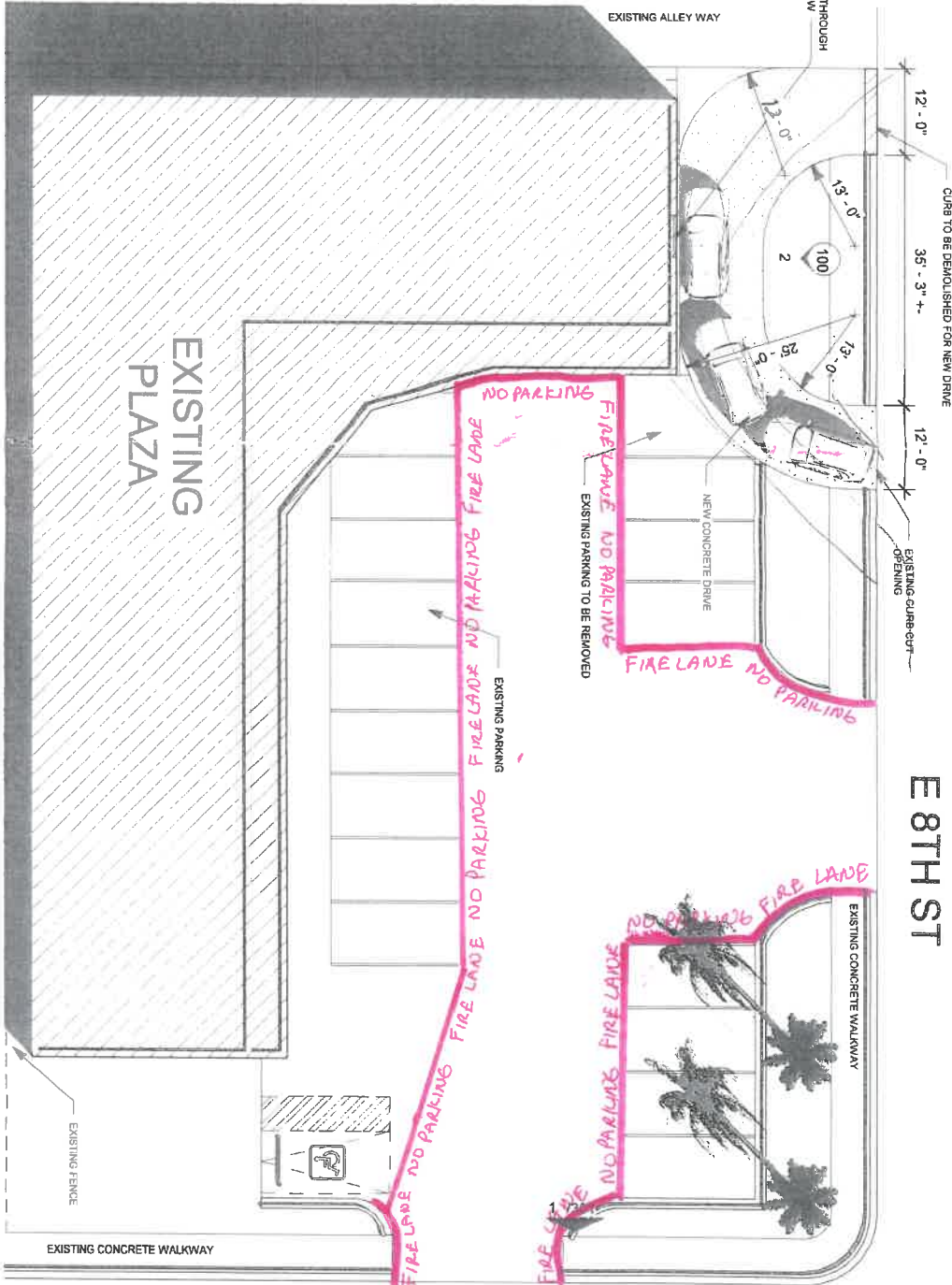
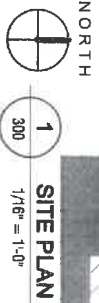
115

No.

herman.mendez93@outlook.com
 956.650.9362

EXISTING PLAZA

720 E 8TH ST.
 MISSION, TX, 78582



DATE: 4-23-22

Drawing No:

100

D4800-00-000-0006-00 (159493)
 TORRES IRMA KANDY VALDOVINOS
 JEFFREY VALDOVINOS
 708 N MAYBERRY ST
 MISSION TX 78572

D4800-00-000-0006-01 (159494)
 BALDERAS ISMAEL
 1404 BARCELONA
 MISSION TX 78572

D4800-00-000-0007-00 (159497)
 BALDERAS ISMAEL
 1404 BARCELONA ST
 MISSION TX 78572

M5200-00-113-0001-00 (239467)
 LONGORIA ROSA HUERTA
 702 E 8TH ST
 MISSION TX 78572

M5200-00-113-0002-00 (239468)
 RAMIREZ BENITO
 2001 W 30TH ST
 MISSION TX 78574

M5200-00-113-0003-00 (239469)
 ORTEGA DINA DEE
 722 E 8TH ST STE C
 MISSION TX 78572

M5200-00-113-0004-00 (239470)
 CANTU HECTOR R
 704 N KERALUM AVE
 MISSION TX 78572

M5200-00-113-0005-00 (239471)
 MARTINEZ MARIA IRMA
 700 N KERALUM AVE
 MISSION TX 78572

M5200-00-113-0007-00 (239472)
 CARDENAS MARIA PLACIDA
 701 N MAYBERRY ST
 MISSION TX 78572

M5200-00-113-0008-00 (239473)
 CARDENAS MARIA PLACIDA
 701 N MAYBERRY ST
 MISSION TX 78572

M5200-00-113-0008-10 (239474)
 SEPULVEDA EUGENIO D & MARIA G
 705 N MAYBERRY ST
 MISSION TX 78572

M5200-00-113-0009-00 (239475)
 MARES LEONARDO
 3421 N BRYAN RD
 MISSION TX 78573

M5200-00-113-0010-00 (239476)
 MARES LEO & LYDIA R
 3501 N BRYAN RD
 MISSION TX 78573

M5200-00-113-0011-00 (239477)
 AMADOR NOE SALINAS & JULIAN ARELLANOCRUZ ANNA MARIA SOTO & AARON
 520 E 11TH ST
 MISSION TX 78572

M5200-00-140-0005-00 (239617)
 AMADOR NOE SALINAS & JULIAN ARELLANOCRUZ ANNA MARIA SOTO & AARON
 808 N KERALUM AVE
 MISSION TX 78572

M5200-00-140-0006-00 (239618)
 CRUZ ISMAEL C
 3329 SPRING MEADOW LN
 GRAND PRARIE TX 75052

M5200-00-140-0007-00 (239619)
 GARCIA MIGUEL ANTONIO
 1204 BLUEBIRD AVE
 MCALLEN TX 78504

M5200-00-140-0008-00 (239620)
 TREVINO NOE & MARIA E
 1411 ELM DR
 MISSION TX 78572

W0100-00-020-0009-00 (316771)
 HOUSING AUTHORITY OF THE
 CITY OF MISSION
 906 E 8TH ST
 MISSION TX 78572

D4800-00-000-0005-04 (793518)
 SOUTHERN PERA INVESTMENTS LTD CO
 PO BOX 614
 PHARR TX 78577



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Susana De Luna, Planning Director
AGENDA ITEM: Conditional Use Permit: Drive-Thru Service Window – Starbucks Coffee Shop, 307 E. Expressway 83, Lot 6-D, El Pueblo Subdivision Ph. I, C-3, Kaylee Hurych, and Adoption of Ordinance#_____ - De Luna

NATURE OF REQUEST:

On October 11, 2023 the Planning and Zoning Commission held a Public Hearing to consider the Conditional Use Permit request. The subject site is located between Conway Avenue and Mayberry Road along the north side of Expressway 83. 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 approval for life of use subject to: 1) Compliance with Building, Fire, and Sign Codes; 2) Resurface and restripe parking lot; 3) Installation of a speed bump and stop sign as you exit the driveway; 4) CUP not transferable to others; 5) Obtain a business license;

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 FOR A DRIVE-THRU SERVICE
WINDOW – STARBUCKS COFFEE SHOP, 307 E. EXPRESSWAY 83, LOT 6-D, EL
PUEBLO SUBDIVISION PH. I**

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of October 11, 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, October 23, 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
307 E. Expressway 83 Lot 6-D, El Pueblo Subdivision Ph. I	Drive-Thru Service Window – Starbucks Coffee Shop	1) Life of Use 2) Compliance with Building, Fire and Sign Codes; 3) Resurface and restripe parking lot; 4) Installation of a speed bump and stop sign as you exit the driveway; 5) CUP not transferable to others; 6) Obtain a business license;

READ, CONSIDERED AND PASSED, this the 23rd day of October, 2023.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.6

CONDITIONAL USE PERMIT: Drive-Thru Service Window -
Starbucks Coffee Shop
307 East Expressway 83
Lot 6-D, El Pueblo Subdivision Ph. I
C-3
Kaylee Hurych

REVIEW DATA

The subject site is located between Conway Avenue and Mayberry Road along the north side of Expressway 83—see vicinity map.

This item was previously considered and approved by City Council on April 25, 2022, however Section 1.54(4) of the Zoning Code states that if a conditional use permit has not been used within one year after the date granted, the permit is automatically canceled. Since it's being over a year and the drive-thru window has not been used, therefore the need to re-apply.

The applicant purchased the 2,395 sq.ft. commercial building in May of 2022. The original plan was to remodel the building into a typical Starbucks café with a drive-thru component, keeping the parking and drive-thru layout close to what exists currently. After acquiring the CUP, Starbucks determined that the existing parking and drive-thru configuration could lead to site congestion issues. If the drive-thru queue were to exceed 8 cars, it could prevent cars from backing out of the parking spaces on the east side of the site. It could also prevent from circulating and exiting the site.

As a result, Starbucks wants to change gears and convert the building into a “drive-thru only” with an interior pickup area. This interior lobby would be approximately 450 sq. ft. and there wouldn't be any interior seating for customers. To resolve the site's congestion issues, Starbucks also wants to increase the drive-thru queue, replace the eastern row of parking with a bypass lane, and reconfigure the western parking spaces to provide adequate room for the drive-thru and bypass lanes. The proposed reconfiguration would allow for a drive-thru queue of over 15 cars, while still allowing for adequate site circulation and parking for a prototype of this nature. Due to constraints caused by the existing building location and the site's width, the proposed parking space depths and the width of the western bypass lane are both 1' shy of the City's code requirement, therefore a variance would be needed.

- **Days / Hours of operation:** 7 days a week, but the actual hours per day vary by location.
- **Staff:** 18-25 employees in different shifts
- **Parking:** There are a total of 28 parking spaces proposed, thus meeting code based on the revised proposal. Landscaping and lighting requirements are being met, however it needs to be maintained.

REVIEW COMMENTS: Staff notes that other conditional use permits have been approved for this location in the past. Staff mailed out notices to property owners within 200' radius and staff has not received any comments in favor or against this request.

RECOMMENDATION: Approval for life of use subject to: 1) Compliance with Building, Fire, and Sign Codes, 2) Resurface and restripe parking lot, 3) Installation of a speed bump and stop sign as you exit the driveway, 4) CUP not transferable to others, and 5) Obtain a business license.

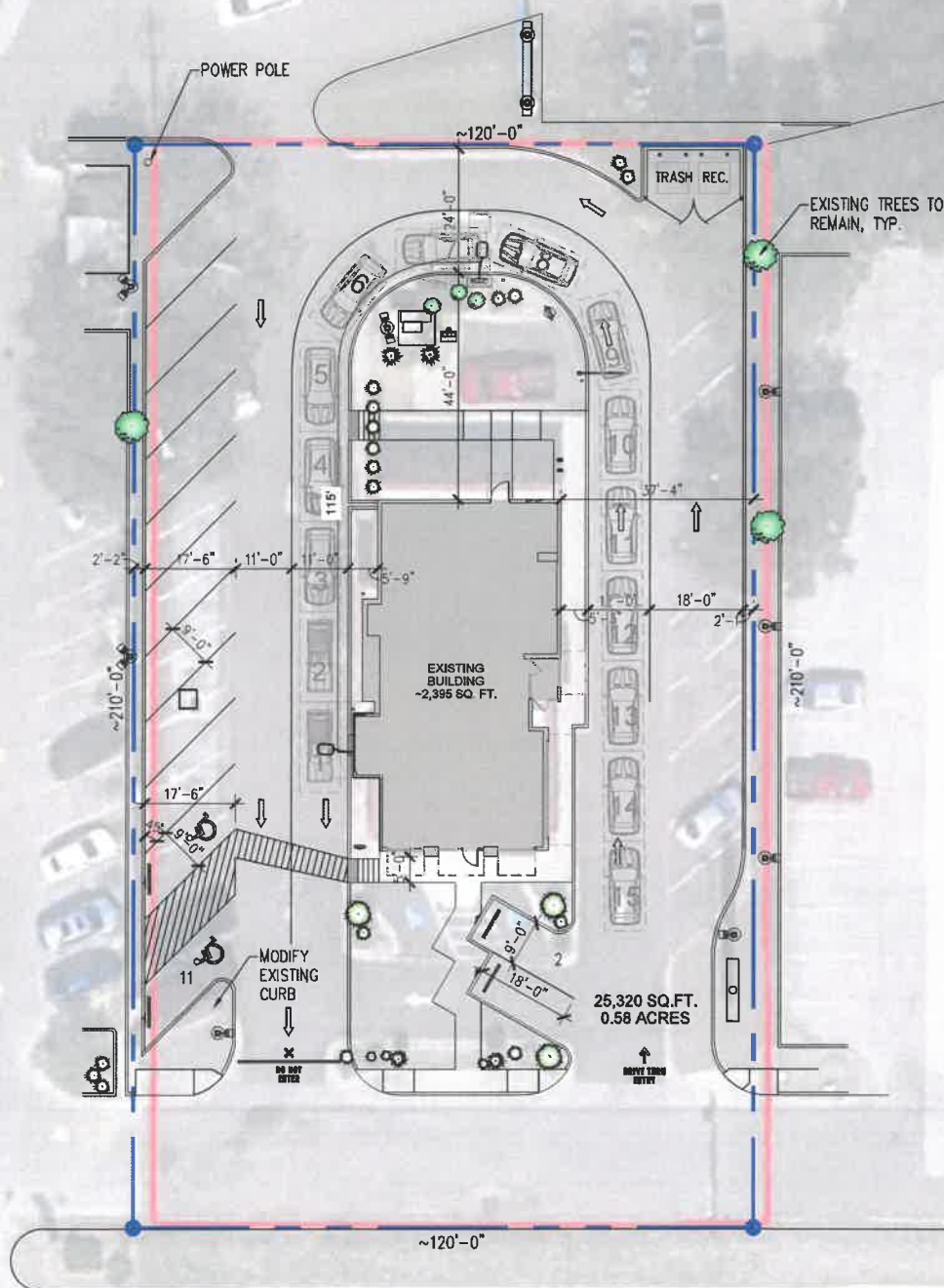


SITE DATA

ZONED:	TBD
TOTAL APPROXIMATE LAND SIZE:	25,199 SQ.FT/ 0.58 ACRES
BUILDING SQFT:	~2,395 SQ.FT.
PARKING CALCULATIONS: 1 PER 75 SF OF FLOOR AREA	32 SPACES
PARKING PROVIDED:	13 SPACES

ALL EASEMENT
ZONING ORDINANCE
OTHER RELATED SITE
RESTRICTIONS TO BE
VERIFIED BY THE CIVIL
ENGINEER PRIOR TO START
OF CIVIL DESIGN.

Item 16.



US-82 Frontage Rd

PRELIMINARY DRAWING FOR CONCEPTUAL USE ONLY. NOT FOR CONSTRUCTION, PERMITTING, OR TECHNICAL DELINEATION USE. ACTUAL DIMENSIONS ARE UNKNOWN AND SHOULD BE VERIFIED BY A LICENSED SURVEYOR.



4055 International Plaza Suite 100
Fort Worth, Texas 76109

(817) 737-6922
www.Franzarchitects.com

307 E EXPWY 83
MISSION, TX

#22000: 08

SHEET

P9

09/13/

124



E4650-01-000-0004-00 (167500)
B-Y MISSION TEXAS WM LTD
ATT: REAL ESTATE
4629 MACRO
SAN ANTONIO TX 78218

E4650-01-000-0005-00 (167501)
MCDONALD'S REAL ESTATE COMPANY DBACLA FAMILY LP
PO BOX 66207
CHICAGO IL 60666

E4650-01-000-006A-00 (342862)
DBACLA FAMILY LP
PO BOX 1029
OLMITO TX 78575

E4650-01-000-006D-00 (342865)
VAQUERO EL PUEBLO PARTNERS LP
2627 TILLAR ST STE 111
FORT WORTH TX 76107

E4650-01-000-006E-00 (342866)
PIZZA HUT OF SOUTH VALLEY INC
PO BOX 96
CUNNINGHAM TX 75434

E4650-02-000-004D-00 (635150)
AGNL TRACTOR II LP
ATTN: ANGELO GORDON & CO LP
245 PARK AVE 24TH FLOOR
NEW YORK NY 10167

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS GRANTING A CONDITIONAL USE PERMIT RENEWAL TO KEEP A PORTABLE BUILDING FOR OFFICE USE, 302 S. TAYLOR ROAD, BEING A 0.102 OF ONE ACRE TRACT OF LAND OUT OF A TRACT OF LAND ADJACENT TO LOT 176 & 186, JOHN H. SHARY SUBDIVISION

WHEREAS, the City Council of the City of Mission finds that during consideration of the conditional use permit request of October 11, 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, October 23, 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
302 S. Taylor Road Being a 0.102 of one acre tract of land out of a tract of land adjacent to Lot 176 & 186, John H. Shary Subdivision	To Keep a Portable Building for Office Use	1) 1 year approval to continue to assess this operation 2) Continued compliance with all City Codes, Building, Fire, Parking, etc.) 3) 3) CUP not transferable to others.

READ, CONSIDERED AND PASSED, this the 23rd day of October, 2023.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

ITEM# 1.8

CONDITIONAL USE PERMIT RENEWAL: To Keep a Portable Building for Office Use
 302 S. Taylor Road
 Being a 0.102 of one acre tract of land out
 of a tract of land adjacent to Lot 176 & 186,
 John H. Shary Subdivision
 C-3
 Best Assets, LLC (c/o Ryan Stauffer)

REVIEW DATA

SITE: The subject site is located on the northwest corner of Victoria Avenue and Taylor Road. – see **vicinity map**. The applicant desires to keep the 12' x 64' modular office for the general contractor of the Jeep dealership. Access to the site is off of Victoria Street & Taylor Road.

- **Days/Hours of Operation:** Monday – Friday from 8:00 a.m. to 5:00 p.m.
- **Staff:** 2 employees
- **Parking:** Based on the square footage of the building a total of 5 parking spaces are required. The parking requirements are being met.

REVIEW COMMENTS: Staff mailed out 12 notices to property owners within 200' radius and staff has not received any comments in favor or against this request.

RECOMMENDATION: Staff recommends approval subject to: 1) 1 year approval to continue to assess this operation, 2) continued compliance with all City Codes, (Building, Fire, Parking, etc.), and 3) CUP not transferable to others.

DRIFTWOOD

GROVEWOOD

TAYLOR ROAI

34	41
35	40
36	39
37	38

42
43
44
45

CASSANDRA

AS SAN GABRIEL

4	13	12	11	10	9	8	7	6	5	4	3	2	1
---	----	----	----	----	---	---	---	---	---	---	---	---	---

NN & SUITES
LOT 2

ROAD EASEMENT
INSTITUTO BILINGUE SAN JOSE
LOT 1



LOCATION SITE

VICTORIA AVE.

LOT 14
BLOCK A

RCIAL SUB.

LOT 4
BLOCK A

LOT 5
BLOCK A

LOT 7
BLOCK A

U.S. EXPRESSWAY 83



CITY OF MISSION
HIDALGO COUNTY, TEXAS

1201 E. 8th. Street
MISSION, TX 78572

PH: (956) 580-8672
FAX: (956) 580-8680



TAYLOR RD

VICTORIA AVE.

**SITE
LOCATION**

Texas Parks & Wildlife, Est. HERE, Garmin, GeoEye, Imagery, USGS, EPA, USDA





S2950-00-000-0186-35 (280987)
RODRIGUEZ JULIA
300 S TAYLOR
MISSION TX 78572

S2950-00-000-0186-36 (280988)
RAY JACK W & CARLOS J
210 S TAYLOR RD
MISSION TX 78572

S2979-00-00A-0004-00 (707593)
SHARY RETAIL LTD
PO BOX 924133
HOUSTON TX 77292

S2979-00-00A-0005-00 (707594)
SHARY RETAIL LTD
PO BOX 924133
HOUSTON TX 77292

S2979-00-00A-0014-00 (707603)
SHARY RETAIL LTD
PO BOX 924133
HOUSTON TX 77292

S2950-00-000-0186-58 (727429)
BEST ASSETS LLC
PO BOX 1809
MCALLEN TX 78505

I4060-00-000-0001-00 (897865)
SJEP MANAGEMENT LLC
2519 VICTORIA AVE
MISSION TX 78572

V3851-00-000-0001-00 (898482)
SOTO ALEXANDER & AMPARO
2808 CASSANDRA ST
MISSION TX 78572

V3851-00-000-0002-00 (898484)
SOSA MAYELA
2806 CASSANDRA ST
MCALLEN TX 78501

V3851-00-000-0003-00 (898485)
IKAME LLC
2000 WESTMINSTER CIR
BROWNSVILLE TX 78521

V3851-00-000-0004-00 (898486)
DIANA O MARTINEZ
2518 N 6TH ST
MCALLEN TX 78501

V3851-00-000-0005-00 (898487)
HUERTA ROCIO D
2800 CASSANDRA ST
MISSION TX 78572



MEETING DATE: October 23, 2023
PRESENTED BY: Susana De Luna, Planning Director
AGENDA ITEM: Request by Jose A. & Juana Machuca to have the City dedicate a 24' access easement from a City drain ditch out of Lot 47, Melba Carter Subdivision (aka Lot 47, Earnhardt Subdivision U/R) - De Luna

NATURE OF REQUEST:

On October 11, 2023 the Planning and Zoning Commission held a Public Hearing to consider the request to have the city dedicate a 24' access easement.

On September 27, 2023 staff received a letter from San Juanita Machuca on behalf of Jose Atanacio & Juana Machuca requesting a 24' access easement from the property adjoining theirs that belongs to the City of Mission. Mr. & Mrs. Machuca have lived at 408 Melba Carter Street for the last 30 years. They currently own a property that is considered to be landlocked since they don't have any access to a public street. Since then, Mr. & Mrs. Machuca have been using the City's drain ditch that adjoins their property to get in and out of their property. They have applied for CDBG assistance but in order to be eligible they need access to a public street.

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 is seeking direction.

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 _____

ITEM# 1.9

Request by Jose A. & Juana Machuca to have the City dedicate a 24' access easement from a City drain ditch out of Lot 47, Melba Carter Subdivision (aka Lot 47, Earnhardt Subdivision U/R)

On September 27, 2023 staff received a letter from San Juanita Machuca on behalf of Jose Atanacio & Juana Machuca requesting a 24' access easement from the property adjoining theirs that belongs to the City of Mission. Mr. & Mrs. Machuca have lived at 408 Melba Carter Street for the last 30 years. They currently own a property that is considered to be landlocked since they don't have any access to a public street. Since then, Mr. & Mrs. Machuca have been using the City's drain ditch that adjoins their property to get in and out of their property.

Mr. Machuca has applied for the Housing Assistance Program on or about September 17, 2020. Although he appeared to be eligible based on income, CDBG was unable to continue with the eligibility process due to planning issues. Specifically, the Planning Department was unable to issue any building permit to demolish and reconstruct due to having no public access to his residence. The Planning Department could only issue a permit to remodel but for CDBG it was more cost effective to demolish and reconstruct than to remodel the existing home. They have asked all of their immediate neighbors for a 24' access easement but have not been successful. Since, they have exhausted all other measures their last resource was to come before the City Council to humbly ask for a 24' access easement from the existing Drain ditch. It is difficult to ask for help but I plea you look into your hearts and have compassion for this elderly couple who have worked honest jobs and fulfilled their duties as law abiding citizens. CDBG has been kind enough to offer them assistance with their current home, but without this access easement they are unable to move forward.

RECOMMENDATION: Staff is seeking direction.

To whom it may concern,

I am writing this letter on behalf of Jose Atanacio Machuca (90) and Juana Machuca (60), my parents. Both of whom have lived at 408 Melba St. Mission Tx 78572 for the better part of the last 30 years. They are currently requesting Access to 24 feet on a property adjoining to their home owned by the city to use this property as an access to the street. It is fundamental this access be granted to improve their current living situation. You see this property was purchased about 30 yrs ago and the previous owner planned to subdivide but the plans were never registered and subsequently they never gained any sort of legal street access. The property is currently considered landlocked. We have exhausted all other measures by asking the neighbors for permission to cross through their property and have not been successful. Therefore, we come before the court requesting this access. In the event that the city ever decided to close off the property my parents would not have accessibility to basic human needs such as going out to get groceries, water, or even vacating the premises in the event of an emergency. My father is 90 years old and is currently struggling with the onset of dementia. My mother is a disabled woman with severe asthma and diabetes. Their entire lives they have struggled and made ends meet with little to no government assistance. My family has been proud of the small things they have accomplished. Owning their own home and maintaining it as best possible until now. It is difficult to ask for help but I plead you look into your hearts and have compassion for this elderly couple who have worked honest jobs and fulfilled their duties as law abiding citizens. CDBG has been kind enough to offer them assistance with their current home, but without this access they are unable to move forward. I have attached photos of the residence at 408 Melba Carter St. for your reference regarding their current living situation.

Sincerely,

San Juanita Machuca

408 Melba Carter













MINUTES

PRESENT:

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

ALSO PRESENT:

Lorena Garcia
Irma Flores
Minnie Rodgers
Macarena Pena
Irma Ledesma
Adela Ortega
Ralph Trevino
Dr. Carol Perez
Loreen Olivarez Bazan
Hollis Rutledge
David Escalera

STAFF PRESENT:

Victor Flores, Police Officer
Amy Tijerina, Events Manager
Irasema Dimas, Code Enforcement
Veronica Cedillo, Police Officer
Arturo Lerma, Code Enforcement
Yvette Villarreal, Code Enforcement
Nancy Chavira, Code Enforcement
Ted Rodriguez, Assistant Chief of Police

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
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
Aida Lerma, Arts & Cultural Tourism Director
Roel Mendiola, Sanitation Dept. Director
Jesse Lerma Civil Service Director
Kenia Gomez, Media Relations Director
Stephen Kotsatos, Health Director
Jose Silva, Internal Auditor
Mary Hernandez, Veterans Cemetery Director
Brad Bentsen, Parks & Recreation Director
Tecló Garcia, MEDC CEO
JC Avila, Fleet Director

REGULAR MEETING

CALL TO ORDER AND ESTABLISH QUORUM

With a quorum being present, Mayor Norie Garza Gonzalez called the meeting to order at 4:35 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. Proclamation - White Cane Day – Carrillo

Councilwoman Jessica Ortega moved to approve the Proclamation – White Cane Day was seconded by Mayor Pro Tem Ruben Plata and approved unanimously 5-0.

2. Proclamation - Catholic Daughters 100th Anniversary – Carrillo

Councilwoman Ortega moved to approve the Proclamation – Catholic Daughters 100th Anniversary was seconded by Mayor Pro Tem Plata and approved unanimously 5-0.

3. Proclamation - Breast Cancer Awareness Month – Carrillo

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

4. Proclamation - Anti Bullying Prevention Month – Carrillo

Mayor Pro Tem Plata moved to approve the Proclamation – Anti Bullying Prevention Month was seconded by Councilman Abiel Flores and approved unanimously 5-0.

5. Proclamation - National Code Compliance Month - De Luna

Mayor Pro Tem Plata moved to approve the Proclamation – National Code Compliance Month was seconded by Councilwoman Ortega and approved unanimously 5-0.

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

Brenda Enriquez, Mission Chamber of Commerce CEO, reported on upcoming events such as: Annual Membership Awards Ceremony to be held on October 12th at the Mission Event Center where they will be raffling a Louis Vuitton purse, Tuesday October 10th they would be celebrating Burns Motors 75th anniversary, Ribbon Cutting Ceremony for Scooter's Coffee on October 20th. Ms. Enriquez also stated that they were continuing to take applications for the Miss Mission Pageant which would be held on November 4, 2023.

7. Departmental Reports – Perez

Mayor Pro Tem Plata moved to approve the Departmental Reports. Motion was seconded by Councilman Alberto Vela and approved unanimously 5-0.

8. Citizen's Participation – Garza

Mike Silva, Mission Firefighters Association President, wanted to recognize the hard work put in by the council and city management towards their organization. Through the council's support, they were able to secure additional funding to meet the needs of their employees as well as

public safety. They would now be able to provide a higher quality of service to our residents. Mr. Silva thanked the council for their continued support.

J. Ramiro Tovar, 1900 Sebastian Drive, wanted to express his concerns regarding a church that was being built off of the expressway and Union Court. His main concern was the increase in traffic that the church would be bringing to the area. He also mentioned that someone, possibly one of the contractors, had dug a hole in his yard without notifying him. A petition addressing several concerns was signed by 74 residents in the surrounding area.

Maria Resendez, 1804 Sebastian Drive, passed out a petition outlining the concerns of several residents in her area regarding a church that was being built. Ms. Resendez stated that although they had safety concerns, they were not opposed to the church and welcomed it. One of her main concerns was the access point that they were trying to place off of Union Court. Her subdivision only has two entrances and adding an access point off of Union Court would cause an increase of traffic. She questioned if a traffic study had been done prior to beginning construction.

PUBLIC HEARING

PLANNING & ZONING RECOMMENDATIONS

None

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

9. Approval of Minutes – Carrillo

Special Meeting & Regular Meeting – September 25, 2023

10. Acknowledge Receipt of Minutes – Perez

Keep Mission Beautiful – August 15, 2023

Mission Civil Service Commission – August 21, 2023

11. Approval of Resolution # 1857-A of the City of Mission, Texas, amending Resolution 1857 to include a current Planning and Zoning Member and Mayor as a voting member of the Charter Review Committee – Carrillo

Amendment to the Charter Review Committee Resolution would appoint a current Planning & Zoning Member and Mayor as a voting member.

Mayor Garza was recommending the appointment of JD Villarreal as the P&Z Member and Abiel Flores as the alternate for the Mayor position.

12. Approval of pre-negotiated service agreements for hourly labor rates and parts mark ups for fleet repairs on all city units to include special equipment and Sanitation units for FY 2023-2024 – Avila

Staff was requesting approval of pre-negotiated service agreements with: Tellus Equipment Solutions, Diesel Fleet Care, Border Engine Rebuilders, Mission Paint & Body Shop, Lino's

Automatic Transmission, Doggett Freightliner, Regio Machining, Holt Cat, Bert Ogden Chevrolet, Spikes Ford, Desperado Harley Davidson, Andy's Marine, D&R Glass Etc., Bobcat of the RGV, South Texas GMC, and Action Hydraulic Hoses. Service agreements included fleet repair hourly labor rates and parts mark-ups for all the City's Fleet and special equipment to also include the Sanitation units and were valid from 10/01/2023 through 09/30/2024. Services and parts would be acquired on an as needed basis and would be determined solely by the City of Mission. Item was tabled for the October 23 meeting.

13. Authorization to purchase Automotive Parts, Fluids, Maintenance equipment and supplies from AutoZone Region 4 R211201, LMG Sales, Inc. BuyBoard Contract #629-20, and O'Reillys Auto Parts Sourcewell Contract 032521-ORA for Fleet Department Preventative Maintenance – Avila

Staff was seeking authorization to purchase Automotive Parts, Fluids, Maintenance equipment and supplies from AutoZone Region 4 R211201, LMG Sales, Inc. BuyBoard Contract #629-20, and O'Reillys Auto Parts Sourcewell Contract 032521-ORA for the Fleet Department. Such items/supplies would be purchased on an as-needed basis for preventative maintenance on the city's fleet for the 2023-2024 fiscal year.

14. Authorization to purchase tires from Hesselbein via BuyBoard Contract 636-21 for the Fleet Department for the 2023-2024 Fiscal Year- Avila

Staff was seeking authorization to purchase tires for the City's fleet from Hesselbein via BuyBoard Contract #636-21 for the 2023-2024 fiscal year. Tires would be purchased on an as-needed basis for all of the city's units and special equipment.

15. Approval of pre-negotiated service agreements for hourly labor rates and parts mark ups for fleet repairs on all city units to include special equipment and Sanitation Units for FY 2023-2024 – Mendiola

Staff was requesting approval of pre-negotiated service agreements with J's Hydraulics, Rush Truck Center, Superior Oil Express, French Ellison Truck Center, AG Fleet Services, Kyrish Truck Center, and South Texas Truck Center. Service agreements include repair hourly labor rates and parts mark-ups for all the City's Fleet and Special Equipment to include the Sanitation Units and were valid for the 2023-2024 Fiscal Year. Services and parts would be acquired on an as needed basis and would be determined solely by the City of Mission. Item was tabled for the October 23 meeting.

16. 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 2023-2024 Fiscal Year.

17. Authorization to accept the FY 2024 Victims of Crime Act Formula Grant (VOCA) from the Office of the Texas Governor – Torres

The grant was a one-year grant for FY 2023-2024. The total amount of the grant award was \$50,000.00. This grant would allow the Mission Police Department to devote resources & provide direct services for crime victims, which would help crime victims recover and

successfully navigate the justice system. There was no cash match required by the City of Mission. This grant would be in effect from October 2023 through September 2024.

18. Authorization to accept the FY23 State Homeland Security Program (SHSP) - LETPA Projects grant from the Office of the Governor – Torres

The grant was a one-year grant for FY 2023-2024. The total amount of the grant award was \$58,544.24. This grant would allow the Mission Police Department to purchase tactical cameras that would assist with properly documenting searches and seizures. These tactical cameras would enhance operations and investigations involving drug cartels, trafficking, and terrorism. This grant would be in effect from October 2023 through September 2024.

19. Approval of Resolution #1859 amending Resolution # 1842 authorizing the Mission Police Department to enter in to a multiple use agreement with the Texas Department of Transportation (TXDOT) for the placement of varied automated license plate reader devices – Torres

Amended Resolution was needed to include Trinity Speed license plate reader (LPR) equipped trailers. The agreement was required by the Texas Department of Transportation for the placement of any license plate reader devices in certain areas deemed state roadways/highways. The Mission Police Department would utilize Motorola police mounted cameras and Trinity Speed LPR equipped trailers. The governing body for the City of Mission required a resolution authorizing the participation in this agreement with the State.

RESOLUTION NO. 1859

THIS RESOLUTION IS TO AUTHORIZE THE CITY OF MISSION POLICE DEPARTMENT TO ENTER INTO AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE PLACEMENT OF MOTOROLA L6Q POLE MOUNTED LICENSE PLATE READER CAMERAS & SPEED LICENSE PLATE READER EQUIPPED TRAILERS AT DESIGNATED INTERSECTIONS IN MISSION, TEXAS. THE PLACEMENT FOR THE MOTOROLA L6Q POLE MOUNTED LICENSE PLATE READER CAMERAS WITHOUT CERTAIN COORDINATES WILL BE AS FOLLOWS: BREYFOGLE AND BUSINESS 83 MISSION, TX; TX 107 AND FM 495 MISSION, TX; BUSINESS 83 AND FM 494 MISSION, TX. THE PLACEMENT FOR THE TRINITY SPEED LICENSE PLATE READER EQUIPPED TRAILERS WITHOUT CERTAIN COORDINATES WILL BE AS FOLLOWS: WITHIN THE CITY OF MISSION JURISDICTION, WITH PREVIOUS APPROVAL FROM THE AREA ENGINEER

20. Approval of Resolution No.1860 authorizing the Mission Police Department to submit an Agreement for the Temporary Closure of State Right-of-Way to the Texas Department of Transportation for the El Divino Redentor 5K walk/run. – Torres

The agreement was required by the Texas Department of Transportation for the closure of a single southbound lane for State Highway 107 (Conway avenue) from West 20th street to West Kika De La Garza Loop and a single westbound lane on U.S. Business 83 from State Highway 107 (Conway Avenue) to Los Ebanos road. The original route will begin at the El Divino Redentor church (1020 Los Ebanos road), proceed eastbound on Barnes street, northbound on North Holland Avenue, eastbound on west 20th street, southbound on State Highway 107 (Conway avenue), south-westbound towards U.S. Business 83, and will end at the original start location. The Mission Police Department would be responsible for securing the route and safety of all participants.

RESOLUTION NO. 1860

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AUTHORIZING THE SUBMITTAL TO THE TEXAS DEPARTMENT OF TRANSPORTATION BY THE MISSION POLICE DEPARTMENT OF AN AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY OF THE CLOSURE OF A SINGLE SOUTHBOUND LANE FOR STATE HIGHWAY 107 (CONWAY AVENUE) FROM WEST 20TH STREET TO WEST KIKA DE LA GARZA LOOP & A SINGLE WESTBOUND LANE ON U.S. BUSINESS 83 FROM STATE HIGHWAY 107 (CONWAY AVENUE) TO LOS EBANOS ROAD. FOR THE EL DIVINO REDENTOR 5K WALK/RUN EVENT AND AUTHORIZING THE ISSUANCE OF A PUBLIC PERMIT THEREFORE

21. Authorization to enter into a contract with Buxton, an analytics software tool for marketing training purposes – T. Garcia

MEDC CEO Teclo Garcia was requesting authorization to engage Buxton, a company that uses analytics technology applications to match retail and restaurant brands that are a good fit for a potential site. Their study assisted in identifying consumer dynamics and trends for our key tourist attractions. The package included a three-user account setup and training on core features and functionality of the Buxton Platform. Attached was an economic development package and order form by Buxton.

This request followed the established guidelines and requirements as outlined in the General Exemption Texas Local Government Code 252.022 (a)(4) – a procurement for personal, professional, or planning services

22. Authorization to accept grant award to the OOG for the FY23 SHSP- Regular Projects Grant. – Elizalde

Authorization to accept grant award to the OOG for the FY23 SHSP- Regular Projects Grant. The total grant award was in the amount of 61,963.58 the funds would be used to purchase necessary equipment in support of first responder capabilities in response to national priority areas. The grant does not have a match requirement.

23. Authorization to purchase Janitorial Supplies and Equipment from Gulf Coast Paper Company via BuyBoard Contract #649-21 for the 2023-2024 Fiscal Year- Mares

Authorization to purchase janitorial supplies and equipment from Gulf Coast Paper Company for the 2023-2024 fiscal year via BuyBoard Contract #649-21. Janitorial supplies would be utilized by the various departments within the city to properly upkeep and maintain their facilities.

24. Authorization to solicit bids for the purchase of Ready Mix Concrete for the Public Works and Parks & Recreation Departments– Bocanegra

Staff was seeking authorization to solicit bids for the purchase of Ready Mix Concrete for Public Works and Parks & Recreation Departments. Ready Mix Concrete would be used for daily operations to include the repair and construction of sidewalks, curb, gutters, inlets, manholes and special projects located throughout various locations within the City of Mission.

Mayor Pro Tem Plata asked to remove items 12 and 15 from the list and be discussed individually.

Mayor Pro Tem Plata moved to approve consent agenda items 9 thru 11, 13 thru 14, and 16 thru 24 as presented. Motion was seconded by Councilman Vela and approved unanimously 5-0.

Councilman Flores began the discussion for item 12 asking if other vendors could be added to the pre-negotiated labor rate list to which JC Avila, Fleet Director, replied yes.

Mayor Pro Tem Plata expressed concern over the approval of the vendors and questioned if there was a committee in place to decide who gets added to approved vendor list. He wanted to know what the selection process was and how it was decided which vendor would get the award if there were multiple vendors that provided the same service.

Mayor Pro Tem Plata moved to table items 12 and 15. Motion was seconded by Councilman Flores and approved unanimously 5-0.

Councilwoman Ortega stepped out of the council meeting at 5:38 p.m.

APPROVALS AND AUTHORIZATIONS

25. Final Plat Approval: Eduardo's Subdivision No. 24, A 16.92 acre tract of land, out of Lot 46-1, West Addition to Sharyland, Rural ETJ, Developer: Las Diana's Land Development, Engineer: Izaguirre Engineering Group, LLC. - De Luna

On May 10, 2021 the Mission City Council held a Public Hearing to consider the Preliminary Plat Approval for Eduardo's Subdivision No. 24. The subject site was ½ mile North of West Mile 6 Road and on the Eastside of Inspiration 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. 24, A 16.92 acre tract of land, out of Lot 46-1, West Addition to Sharyland, Rural ETJ, Developer: Las Diana's Land Development, Engineer: Izaguirre Engineering Group, LLC.. Motion was seconded by Councilman Vela and approved unanimously 4-0.

At 5:40 p.m., Councilwoman Ortega, rejoined the meeting.

26. Approval of Resolution # 1861 to designate four (4) additional light duty wrecker companies to be added to the City's Wrecker Rotation List as prescribed by the City's Code of Ordinances – Carrillo

On May 10, 2021 the Mission City Council held a Public Hearing to consider the Preliminary Plat Approval for Eduardo's Subdivision No. 24. The subject site was ½ mile North of West Mile 6 Road and on the Eastside of Inspiration Road. There was no public opposition during the City Council meeting. The Board unanimously recommended approval.

Staff and City Manager recommended approval.

Councilman Flores asked it was necessary to increase the roster by four units or if they would be okay with less additional units.

Chief Cesar Torres stated that they had no issue with adding an additional four units.

Councilwoman Ortega suggested to designate four (4) additional light duty wrecker companies as follows: Stealth Auto Recovery, Ironshark Tow & Transport, AM-PM Roadside, and Se-Ro III Wrecker.

Councilwoman Ortega moved to approve Resolution # 1861 to designate four (4) additional light duty wrecker companies (Stealth Auto Recovery, Ironshark Tow & Transport, AM-PM Roadside, and Se-Ro III Wrecker) to be added to the City's Wrecker Rotation List as prescribed by the City's Code of Ordinances. Motion was seconded by Mayor Pro Tem Plata and approved 4-1 with Councilman Flores voting against.

Councilman Flores stated that the reason he voted against this item was because he felt that there was not a need to add an additional four units and would have preferred to only add two.

27. Acceptance of the August 2023 Tax Collection Report – Vela

Acceptance of monthly property tax report for the month of August 2023.

The 2022 total adjusted tax levy for taxes was \$29,020,006.93 and the amount of the collections as of August 31, 2023 is \$28,140,499.84 which represents 96.97% of the total 2022 tax levy.

The total adjusted tax levy for delinquent taxes was \$2,337,231.48 and the amount of collections as of August 31, 2023 is \$637,992.29 which represents 27.30% of the total tax levies from previous years.

Staff and City Manager recommended approval.

Councilwoman Ortega moved to accept the August 2023 Tax Collection Report. Motion was seconded by Councilman Vela and approved unanimously 5-0.

28. Approval of Budget Amendments BA-23-21, BA-23-22, BA-23-23, BA 23-24: MEDC Funds – Vela

Approval of the attached budget amendments for FY22-23:

MEDC Operating Fund – (\$6,346.00 Revenues/\$6,346.00 Expenditures)

MEDC Operating Fund – (\$1,717,473.00 Expenditures)

MEDC Debt Service Fund – (\$1,717,473.00 Revenues/\$2,214,668.00 Expenditures)

MEDC Capital Fund – (\$15,869.00 Expenditures).

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to approve Budget Amendments BA-23-21, BA-23-22, BA-23-23, BA 23-24: MEDC Funds. Motion was seconded by Councilman Vela and approved unanimously 5-0.

29. Authorization to amend Chapter 4, Sec.403 (B) Age of the City of Mission Local Civil Service Rules – J. Lerma

Authorization to amend the City of Mission Local Civil Service Rules as per Chapter 143 of the Texas Local Government Code and H.B. 1661 – Police Maximum Hiring Age: repealed the provision that prohibited a person who is 45 years of age or older from being certified for a beginning position in a police department effective September 1, 2023. This new law required the city to amend Chapter 4, Applicants and Applications – Sec 4.03 Minimum Qualifications (B) Age of our local rules to abide by the new law.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to a to amend Chapter 4, Sec.403 (B) Age of the City of Mission Local Civil Service Rules. Motion was seconded by Councilman Flores and approved unanimously 5-0.

30. Authorization to purchase medical equipment and supplies from Bound Tree via Buy Board Contract # 704-23 – Garcia

The Mission Fire Department was seeking authorization to purchase medical equipment and medical supplies from Bound Tree via Buy Board Contract # 704-23 for FY 2023-2024.

Annual purchases were estimated to exceed the \$25,000.00 threshold requiring City Council Approval.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to authorize the purchase medical equipment and supplies from Bound Tree via Buy Board Contract # 704-23. Motion was seconded by Councilman Vela and approved unanimously 5-0.

31. Authorization to purchase medical equipment and supplies from Henry Schein via Buy Board Contract # 704-23 – Garcia

The Mission Fire Department was seeking authorization to purchase medical equipment and medical supplies from Henry Schein via Buy Board Contract # 704-23 for FY 2023-2024.

Annual purchases were estimated to exceed the \$25,000.00 threshold requiring City Council Approval.

Staff and City Manager recommended approval.

Councilman Flores moved to authorize the purchase medical equipment and supplies from Henry Schein via Buy Board Contract # 704-23. Motion was seconded by Councilman Vela and approved unanimously 5-0.

32. Approval of Second Amendment to the Interim Administrative Services Agreement with Mission Tax Reinvestment Zone/ Mission Redevelopment Authority and the City of Mission – Terrazas

The TIRZ Board of Directors had approved the second amendment to interim administrative services by the City Manager's Office. The TIRZ would compensate the City of Mission six thousand dollars \$6,000 per month during the term of the agreement for the cost of providing said services and support. Second Amendment was to be effective thru March 31, 2024.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata advised that he had legal questions and would like to discuss this item in executive session.

Victor A. Flores, City Attorney, stated that pursuant to Tex. Gov't Code Section 551.071, this item could be taken into executive session.

Mayor Pro Tem Plata moved to approve the Second Amendment to the Interim Administrative Services Agreement with Mission Tax Reinvestment Zone/ Mission Redevelopment Authority and the City of Mission. Motion was seconded by Councilman Vela and approved unanimously 5-0.

33. Authorization to enter into a Professional Services Agreement with Hollis Rutledge & Associates to provide consultation services regarding state and federal grants – Elizalde

Authorization was being requested to enter into Professional Services Agreement with Hollis Rutledge & Associates under General Exemption Texas Local Government Code 252.022 (a)(4) – a procurement for personal, professional, or planning services. Consultant was to provide consultation services regarding state and federal relations relating to the City of Mission and economic development activities, including but not limited to researching, developing, writing, obtaining, and administering grants on behalf of the City of Mission at a cost of \$4,500.00 per month.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved authorize the Professional Services Agreement with Hollis Rutledge & Associates to provide consultation services regarding state and federal grants. Motion was seconded by Councilwoman Ortega and approved unanimously 5-0.

34. Authorization to pay radio subscription invoice to the Rio Grande Valley Communications Group for FY 2023-2024- Torres

The Mission Police Department was requesting authorization to pay the full-time radio subscription for four hundred and thirty-four (434) police and fire radio units to the Rio Grande Valley Communications Group. This would also include five (5) radio consoles for our Communications Center. This was a one (1) year subscription to the Regional Communications System for a total cost of \$72,912.00.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to authorize the payment of the radio subscription invoice to the Rio Grande Valley Communications Group for FY 2023-2024. Motion was seconded by Councilman Vela and approved unanimously 5-0.

35. Authorization to purchase (17) Motorola mobile radios (APX6500) for new patrol vehicles from Motorola Solutions, Inc. via contract # 17724 – HGAC (TX)-RA05-21- Torres

The Mission Police Department was requesting authorization to pay the full-time radio subscription for four hundred and thirty-four (434) police and fire radio units to the Rio Grande Valley Communications Group. This would also include five (5) radio consoles for our Communications Center. This was a one (1) year subscription to the Regional Communications System for a total cost of \$72,912.00.

Staff and City Manager recommended approval.

Mayor Pro Tem Plata moved to the authorize the purchase (17) Motorola mobile radios (APX6500) for new patrol vehicles from Motorola Solutions, Inc. via contract # 17724 – HGAC (TX)-RA05-21. Motion was seconded by Councilman Vela and approved unanimously 5-0.

UNFINISHED BUSINESS

None

ROUTINE MATTERS

City Manager Comments – Music at the Park, Friday Oct 13th from 6:30-9:00pm at Leo Pena Placita Park, Mission Pink Walk/MRMC, Saturday Oct 14th at Mission Regional Medical Center, Solar Eclipse Lawn Party, Saturday October 14th at 10:30am at the Mission Historical Museum, State of the City Address on October 18th from 11:30am-1:00pm at the Mission Event Center, Mission CISD Fields of Faith on October 18th from 6:00 – 8:00pm at Tom Landry Stadium, Sharyland ISD Fields of Faith on November 1st Sharyland ISD Football Stadium, United for Kindness Walk on October 21st from 9:00am-1:00pm at Bannworth Park, Dia de Los Muertos event on October 21st from 4:00 – 9:00pm at the Mission Historical Museum.

Mayor's Comments -None

City Council Comments- None

At 6:00 p.m., Mayor Pro Tem Plata moved to convene into Executive Session to discuss item 32 pursuant to Texas Gov't Code Section 551.071. Motion was seconded by Councilman Vela and approved unanimously 5-0.

EXECUTIVE SESSION

Upon conclusion of Executive Session at 6:51 p.m., Mayor Pro Tem Plata moved to reconvene the regular meeting. Motion was seconded by Councilman Vela and approved unanimously 5-0.

The council proceeded with item 32 of the agenda.

ADJOURNMENT

At 6:56 p.m., Mayor Pro Tem Plata moved for adjournment. Motion was seconded by Councilman Vela and approved unanimously 5-0.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023

PRESENTED BY: Randy Perez, City Manager

AGENDA ITEM: Acknowledge Receipt of Minutes – Perez
Parks & Recreation Board – September 12, 2023
Citizen’s Advisory Committee – October 10, 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 _____

PARKS AND RECREATION BOARD MEETING
September 12, 2023

<u>BOARD MEMBERS PRESENT</u>	<u>STAFF</u>
Tony Guerrero	Brad Bentsen
Chris Voss	Pete Lopez
Jesus Mendiola	Ricardo Contreras
Mark Minton	Juan Carlos Calderon
	Taylor Cavazos

Call to Order

Tony Guerrero called the meeting to order.

Roll Call

Roll call was taken and quorum was met.

Prayer

Chriss Voss led us in prayer.

Approval of Minutes

The Board Members approved the minutes for the August 8, 2023 Board meeting. Motion to approve was made by Mark Minton and seconded by Chriss Voss. The motion to approve minutes passed unanimously.

CITIZEN PARTICIPATION

Peter Geddes was in attendance to represent the STX CTA to discuss the future of the pro shop/tennis center at the Birdwell Tennis Courts.

The goal would be to get the blessing and funds from the City but if funds are not provided fundraising options are available.

The STX CTA organization is interested in helping to raise funds for the construction of the tennis pro shop, along with helping to manage the tennis courts and control the inventory of the pro shop.

Ideas that were discussed to help fundraise were a Gala at the Mission Event Center that would also serve as an auction for the naming of each tennis court, and host a tennis tournament which the CTA would help facilitate.

To discuss further, the Parks Advisory Board scheduled an evening meeting on September 26th at the Shary Golf Course to go over plans for the pro shop and the CTA's participation to hopefully come to an agreement to bring to city council.

UPDATE OF PARKS

Parks staff planted about 50 plants and helped with the landscape at the Recycling Center.

Continued pressure washing the Bannworth Pavilion in preparation for it to be primed and painted. Pigeon spikes have also been added to the pavilion to detour the pigeons, there is also discussion of adding a fence around pavilion to keep out the ducks.

Parks Staff assisted the Facility Department install lights on the picnic pavilions and the Bannworth Park.

Helped the library with the buildings landscape for the ribbon cutting of the Health Departments Tool Rental program.

Provided assistance at the Mission High School vs. Veterans High School games of the week tailgate, and also the Parks and Recreation Departments Music at the Park.

Marked the Madero Park for Juan Diego Academy and the Bentsen Palm Park for the Boys and Girls Club Flag Football.

UPDATE OF RECREATION

Pickleball is growing as we currently have an average of 45 participants on Monday nights, the Pickleball players are also wanting to want to come in on Friday nights to play Pickleball at the Recreation Facility.

There is also an interest from a group to play Ping-Pong, they are currently interested in playing Monday and Wednesdays at Parks and Recreation. We currently have ping pong tables in storage that could be used for this program.

The Parks and Recreation Gyms were rented to host three different events this month.

As of right now, there is currently still one team pending in order to start the Wednesday night Basketball league. There are also 4 other teams that are interested in a Monday Night League.

Recreation department is currently working on putting together a co-ed kickball tournament.

CWV and Bentsen Palm Park were both rented for tournaments this month.

The Parks and Recreation basketball gym is being rented on a daily basis.

The Hike and Bike Trails were rented 3 times this month for 5k races.

Currently, the Recreation Supervisor position is still pending, once budget is released it will then be determined if there will be a new position available such as a Deputy Director or if we will fill the existing Recreation Supervisor position.

Aquatics Update

Swim passes are currently selling at a steady demand while lap swimming continues in the morning and afternoon ranging from 8-25 people.

The Bannworth Pool is currently being used by Sharyland High School in the morning and Veterans High School in the afternoon.

The Mission Marlins USA swim team has a swim meet this upcoming weekend in Alice, participants travel on their own and the coaches get transported through the City.

Pigeons and ducks are causing a disturbance and leaving the facility dirty by entering through the garage door and getting in the pool, further discussion will take place to try to resolve this issue.

As of right now the Bannworth Pool has an age restriction of 16 years and above to participate in lap swimming due to previous incidents of younger swimmers causing a distraction to other swimmers. However, after a complaint from a parent whose child is 12 years old, it was brought up to the board if it would be possible to lower the age requirement, but after discussion the board agreed to keep the age at 16 and encourage those younger to join the Mission USA swim team which would then allow them use pool during the lap swimming hours.

Other Business

Discussed various errors at Lions Park by the contractor along with the new developments at the park such as the infrastructure for the sanitary and storm drain that have been installed, and all the brick and cinder block that is on site ready to go up for the restrooms.

Recreation Assistant Gladys Guevara and Director Brad Bentsen attended a Texas Parks and Wildlife Seminar to learn about different grants and funding that are available that could further expand our recreation programs.

Discussed the possibility of moving the summer archery program indoors due to concern from the Archery instructor and the summer heat.

Talked about the \$500,000 grant from the Valley Baptist Legacy Foundation to create the underground trails from Los Ebanos Rd to Taylor Rd. Hoping to break ground on this project sometime in October.

Adjournment

Jesus Mendiola made a motion to adjourn the meeting and was seconded by **Chriss Voss**. The Board voted unanimously to approve.

CITIZEN'S ADVISORY COMMITTEE
October 10, 2023
Regular Meeting

Members Present

Lorenzo Garza, Chairman
 Zoreida Lopez, Vice-Chairwoman
 Roxanne Mendez
 Marsha Terry
 Francisco Cadena

Members Absent

Cynthia Pacheco
 Alma Garcia

Staff Present

Jo Anne Longoria
 Esther G. Rivera

Call Regular Meeting to Order

Chairman Lorenzo Garza called the Regular Meeting to order at 5:30 p.m. Ms. Jo Anne Longoria conducted the roll call. She stated five (5) members were present, therefore there was a quorum.

Citizens Participation

Chairman Garza asked if there were any citizens present who wanted to express their concerns at this Regular Meeting. With no one present and no comments, Chairman Garza continued with the next agenda item.

Discussion and Recommendation to Approve Minutes for Regular Meeting held on September 12, 2023

Ms. Jo Anne Longoria presented the minutes of the Regular Meeting held on September 12, 2023. There being no questions or comments, Chairman Garza asked for a motion to approve the minutes as presented. Ms. Marsha Terry motioned to approve the minutes as presented. Vice-Chairwoman Zoreida Lopez seconded the motion. Motion carried. (5-0)

Discussion and Recommendation on CDBG-CV Funding

Ms. Longoria presented the CDBG-CV Expenditure Report. She provided an update on the agencies and departments with balances and pending expenses. Ms. Longoria inquired if they had any questions or recommendations. Chairman Garza and members present recommended waiting for the Fiscal Year to close out on September 30, 2023, and presenting the final report at the second CAC meeting of October tentatively scheduled for October 24, 2023. After a brief discussion, Chairman Garza continued with the next agenda item. No action was taken.

Presentation on Housing Assistance Program (HAP) Phase 22-II Construction Phase

Ms. Rivera presented a PowerPoint presentation on the Housing Assistance Program (HAP) Phase 22-II Construction Phase. She showed the construction pictures for three (3) projects HAP Phase 22-II: 202 E. El Ranchito Road at 30% complete; 917 Rankin Street at 30% complete; and 4027 E. Beatty Street at 30% complete. After a brief discussion, Chairman Garza continued with the next agenda item. No action was taken.

Other Business**A. Chairman's Comments**

Chairman Garza had no comments

B. Committee Member's Comments

Ms. Marsha Terry recommended that the CDBG staff set up a WhatsApp account to facilitate communication with CAC members for future meetings or events. After a brief discussion on the matter, members agreed with the recommendation. No other comments were made by the other members present.

Adjourn

Chairman Garza asked for a motion to adjourn the meeting. Ms. Roxanne Mendez motioned to adjourn the meeting. Vice-Chairwoman Zoreida Lopez seconded. Motion carried (5-0). The meeting was adjourned at 5:45 P.M.

Lorenzo Garza, Chairman



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Rick Venecia, Boys and Girls Club Director
AGENDA ITEM: Authorization to solicit bids for Boys and Girls Club Athletic League Uniforms - Venecia

NATURE OF REQUEST:

Staff is seeking authorization to solicit bids for the purchase and delivery of Athletic League Uniforms for the Boys and Girls Club. Uniforms are needed by the Boys and Girls Club for seasonal athletic leagues. This will be done in an effort to secure fair and reasonable pricing for one year base with two-one year renewal options.

BUGETED: Yes **FUND:** B&G Club **ACCT. #:** 32-47??-64270

BUDGET: \$36,000 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$36,000

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 _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: David Flores, Assistant City Manager
AGENDA ITEM: Authorization to execute agreement with CINTAS for Rental of City of Mission Employee Uniforms, Floor Mats, Mops and Related Services via Omnia Partners Cooperative Contract #001299 – Flores

NATURE OF REQUEST:

Staff is seeking authorization to enter into a rental lease agreement with Cintas for employee uniforms by way of Omnia Partners Cooperative Contract #001299 for Parks & Recreation, Meter Readers, Sanitation, Public Works, Facilities, Veterans Cemetery and Golf Course. Uniforms, replacement and wash service will be provided under the contract. Attached is the proposal with the projected estimated cost and unit value per uniform piece. Rental of uniforms will be on an as needed basis.

BUGETED: Yes **FUND:** Various **ACCT. #:** Various-64270
BUDGET: \$473,418 **EST. COST:** _____ **CURRENT BUDGET BALANCE:** \$453,778

BID AMOUNT: \$ _____

STAFF RECOMMENDATION: Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *RF*

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

_____ AYES
 _____ NAYS
 _____ DISSENTING _____



FACILITIES SOLUTIONS AGREEMENT

Location No. 538

Contract No. 210388598

Customer No. _____

Main Corporate Code → **New CC 13218**

Date _____

Customer/Participating Agency CITY OF MISSION

Phone 56-580-8667

Address 1201 E 8TH ST City Mission State TX Zip 78572

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price
935	MEN'S LONG OR SHORT SLEEVE SHIRTS	\$0.165
945	MEN'S PANTS	\$0.234
270	MEN'S CARGO PANTS	\$0.388
374	MEN'S LONG OR SHORT SLEEVE OXFORD SHIRTS	\$0.303
205	WOMEN'S LONG OR SHORT SLEEVE SHIRTS	\$0.206

- This agreement is effective as of this date from 10/12/23 to 10/12/26, with a minimum term of 36 months. The length of this rental agreement will commence with the actual uniform rental, not affiliated with the start date of the Master Agreement. Any negotiations of price, terms or discounts must be approved by Prince William County Public Schools for the Master Agreement. Any such changes shall take effect on the anniversary date of the master agreement. All requests for price changes must be justified and based upon verifiable criteria which may include the Bureau of Labor Statistics Consumer Price Index (CPI-U).
- Name Emblem \$1.50 ea • Company Emblem \$2.95 ea
- Customer Emblem \$ ea • Embroidery \$5.95 ea
- COD Terms \$ per week charge for prior service (if Amount Due is Carried to Following Week)
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Automatic Lost Replacement Charge: Item _____ % of Inventory _____ \$ _____ Ea.
- Minimum Charge \$35.00 per delivery.
- Make-Up charge \$1.50 per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium \$0.156 per garment.
- Seasonal Sleeve Change \$ per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat \$
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples". A charge of \$5.00 per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other Uniform Advantage \$0.106

FACILITY SERVICES PRODUCTS PRICING:

Bundle*	Item #	Description	Rental Freq.	Inventory	Unit Price
	84050	3x10 Brown Mat	Weekly		\$3.56
	84450	4x6 Brown Mat	Weekly		\$2.99
	2477	3X5 Scraper Mat	Weekly		\$6.43
	9322	Inst Hand Sant Svc	Weekly		\$3.30
	6116	Air Freshener Svc	Weekly		\$3.44
	2570	24" Dust Mop	Weekly		\$0.97
	2116	Shop Towel Red	Weekly		\$0.071
	10197	4x6 Traffic Mat	Weekly		\$4.75
	84350	3x5 Brown Mat	Weekly		\$2.42

*Indicated bundled items/services

- ____ _____ Initial and check box if Unilease. All Garments will be cleaned by customer
Date _____
- ____ _____ Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.
- ____ _____ Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this agreement for any reason or fails to renew this agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values.

Cintas Loc. No: 538 CUSTOMER:
Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____

Omnia Partners Public Sector Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement with Lead Public Agency Prince William County Public Schools to other government agencies (“Participating Public Agencies”) that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. Any disputes between a Participating Public Agency and Supplier will be resolved directly between them in accordance with and governed by the laws of the State in which the Participating Public Agency exists.
2. Master Agreement available at <https://www.omniapartners.com/publicsector>

Supplier General Service Terms Section

3. Prices Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services described on Exhibit A, "Merchandise & Pricing" at the prices set forth in Exhibit A. There will be a minimum charge of thirty-five dollars (\$35.00) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.
4. Buyback of Non-Standard Garments Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company’s normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
5. Service Guarantee: Company guarantees to deliver the highest quality textile rental service at all times. Any complaints about the quality of the service which have not been resolved in the normal course of business must be sent by registered letter to Company's General Manager. If Company then fails to resolve any material complaint in a reasonable period of time, Customer may terminate this agreement provided all rental items are paid for at the then current replacement values or returned to Company in good and usable condition.
6. Garments' Lack of Flame Retardant or Acid Resistant Features Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
7. Logo Mats In the event that Customer decides to delete any mat bearing the Customer’s logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.

8. Adding Employees Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request to the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on Exhibit A. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
9. Emblem Guarantee Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
10. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on Exhibit A of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on Exhibit A.
11. Terminating Employees Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
12. Replacement In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
13. Indemnification To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
14. Additional Items: Additional customer employees, products and services may be added to this agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:

If this agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 50 weeks of rental service.

If this agreement is cancelled for convenience in months thirteen (13) through eighteen (18) of the term, Customer shall pay as termination charges equal to 36 weeks of rental service.

If this agreement is cancelled for convenience in months nineteen (19) through twenty-four (24) of the term, Customer shall pay as termination charges equal to 23 weeks of rental service.

If this agreement is cancelled for convenience after 24 months of service, Customer shall pay as termination charges of 10 weeks of rental service.

Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.



INTERNAL USE ONLY
PRO-SERVICE-001299

University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	CINTAS	Contact	Ryan Duncan
		Email	duncanr@cintas.com

REQUESTING DEPARTMENT	
Participating Campuses	UNMC, UNL, UNO, UNK, UNOP
Administrative Unit/Dept.	P2P
Primary Contact Name	Sydney Zach
Primary Contact Email	sydney.zach@nebraska.edu

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary (brief description and/or event name)	The entirety of this Uwide contract covers workforce solutions products and services to include, but not limited to: uniforms, cleaning mops and cloths, first aid and safety, and fire protection services, as well as the complete balance of line of parts and pieces. Estimated spend over the life of the contract is \$2.5M for the University System. The University of Nebraska is the Omnia Partners Lead Agency for this contract. We will receive group-share rebates from the Omnia "WeShare" program, in addition to revenue as a lead agency.				
Purchase Category	Safety				
Total Amount of Spend	2,500,000.00 USD	Start Date	Upon Execution	End Date	1/31/2033 11:59 PM

BID INFORMATION	
Bid Number	3702-22-4618
Competitive Review Findings	Formal Bid Awarded
Contract Information	this is an OMNIA cooperative contract



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Roel Mendiola, Sanitation Director
AGENDA ITEM: Authorization to purchase tires from Southern Tire Mart via BuyBoard Contract 636-21 for the Sanitation Department for the 2023-2024 Fiscal Year- Mendiola

NATURE OF REQUEST:

Staff is seeking authorization to purchase tires from Southern Tire Mart via BuyBoard Contract 636-21 for the Sanitation Department’s fleet and special equipment for the 2023-2024 fiscal year.

BUGETED: Yes **FUND:** General Fund **ACCT. #:** 05-410-64200

BUDGET: \$250,000 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$250,000

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 _____



Southern Tire Mart

Item 23.

ESTIMATE #	2913105
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EEEEEEE SSSSSSS T        I        M M M M      AAAAA T      EEEEEEE
E        S        T        I        M        M A      A      T        E
EEEEEEE SSSSSSS T        IIIIIII M        M A      A      T      EEEEEEE
  
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DO NOT PAY FROM THIS TICKET

PHARR #486
 SOUTHERN TIRE MART
 345 W EXPRESSWAY 83
 PHARR, TX 78577

PAGE: 1

956/702-9888

CUSTOMER: CITY OF MISSION SANITATIO
 0533070 105 ABLINO FARIAS
 MISSION TX 78572

BUSINESS: 956/583-2564 0
 SALESMAN: 07356
 ESTIMATE DATE: 09/28/23

DUE: 10/28/23

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
11R22.5/16 M863 AP ON/OFF B003130		1	526.52	29.39	555.91
FETBGOV BRIDGESTONE FETBGOV		-1.00	29.39		-29.39
11R22.5/16 M799 OSD B245434		1	441.60	29.39	470.99
FETBGOV BRIDGESTONE FETBGOV		-1.00	29.39		-29.39
315/80R22.5/20 M870 AP B249038		1	500.00	61.43	561.43
FETBGOV BRIDGESTONE FETBGOV		-1.00	61.43		-61.43
BUY BOARD 2023 CONTRACT 636-21 REQUESTED BY: EDGAR GARCIA.					
				MERCHANDISE:	1468.12
				OTHER:	120.21-
				F.E.T.:	120.21

PLEASE REMIT To:
 Dept. 143
 P.O. Box 1000
 Memphis, TN 38148-0143

PRINTED NAME/CUSTOMER SIGNATURE

IMPORTANT: CUSTOMER SHOULD RE-CHECK TORQUE ON LUG NUTS ON WHEELS SERVICED
 AFTER 25 TO 100 MILES OF OPERATION



Southern Tire Mart

Item 23.

ESTIMATE #	2913105
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PHARR #486

PAGE: 2

CUSTOMER: CITY OF MISSION SANITATIO

PRODUCT	MECHANIC	QUANTITY	PRICE	F.E.T.	EXTENSION
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ESTIMATE TOTAL: 1468.12

*****THIS IS NOT AN INVOICE*****
*****DO NOT PAY FROM THIS FORM*****

THANK YOU FOR CHOOSING SOUTHERN TIRE MART
*****WE APPRECIATE YOUR BUSINESS*****

DO NOT PULL INVENTORY

PLEASE REMIT To:
Dept. 143
P.O. Box 1000
Memphis, TN 38148-0143

PRINTED NAME/CUSTOMER SIGNATURE

IMPORTANT: CUSTOMER SHOULD RE-CHECK TORQUE ON LUG NUTS ON WHEELS SERVICED
AFTER 25 TO 100 MILES OF OPERATION



Vendor Contract Information Summary

Vendor Southern Tire Mart, LLC
 Contact Richard Conwill
 Phone 8777864681
 Email gov-sales@stmtires.com
 Vendor Website www.stmtires.com
 TIN 06-1689011
 Address Line 1 800 Highway 98
 Vendor City Columbia
 Vendor Zip 39429
 Vendor State MS
 Vendor Country USA
 Delivery Days 14
 Freight Terms FOB Destination
 Payment Terms Net 30 days
 Shipping Terms Pre-paid and added to invoice
 Ship Via Company Truck
 Designated Dealer No
 EDGAR Received Yes
 Service-disabled Veteran Owned No
 Minority Owned No
 Women Owned No
 Certificate Number N
 Certifying Agency N
 National Yes
 No Foreign Terrorist Orgs Yes
 No Israel Boycott Yes
 MWBE No
 ESCs All Texas Regions
 States Alabama, Arizona, Arkansas, California, Colorado, Florida, Georgia, Louisiana, Mississippi, Nebraska, New Mexico, Oklahoma, Tennessee, Texas, Utah, Virginia
 Contract Name Tires, Tubes, Supplies and Equipment
 Contract No. 636-21
 Effective 03/01/2021
 Expiration 02/29/2024
 Accepts RFQs Yes



Vendor Contract Information Summary

Service Fee Note Vehicle purchase orders are subject to a \$100 service fee
Quote Reference Number 636-21
Return Policy See attached.
Additional Dealers See Additional Dealers/Distributors for dealer list



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23,2023
PRESENTED BY: Michael Elizalde, Grants Administrator
AGENDA ITEM: Authorization to enter into a contract between the City of Mission and GrantWorks, Inc. for Grant Administrative Services. - Elizalde

NATURE OF REQUEST:

The city received a grant award from the Texas General Land Office, for the 2018 Community Development Block Grant Disaster Recovery Program. The grant total is \$997,236.75 which will be used for the city's La Cuchilla Drainage Project. The grant allows support of Grant Administrative Services, which has been budgeted as part of the grant award in the amount of \$77,014.40 and awarded to GrantWorks, Inc following bid proposals. The services will include consulting, preparing, and submitting grant related reporting and reimbursements on behalf of the city.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *RP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

GRANT ADMINISTRATION SERVICES

PART I - AGREEMENT

THIS AGREEMENT MADE ON THE DAY OF , BY AND BETWEEN THE THE CITY OF MISSION, hereinafter referred to as the Client, and GRANTWORKS, INC., Austin, Texas, hereinafter referred to as the Consultant, procured in conformance with Local Government Code 252/262 and 2 CFR Part 200.

I. SCOPE OF SERVICES

Consultant agrees to render Client grant administration services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant – Disaster Recovery (“CDBG-DR”) funds Contract Number 23-152-003-E070, administered by the Texas General Land Office (“GLO”) for recovery and infrastructure improvement for designated disasters, as provided in the provisions titled, "Part III, Scope of Work" and attached hereto and incorporated by reference herein (the “Services”).

II. TIME OF PERFORMANCE

The time of services of Consultant shall commence no earlier than the date of this agreement. In any event, Consultant shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project’s administrative closure date, as defined by GLO, whichever is later.

III. COMPENSATION AND METHOD OF PAYMENT

For and in consideration of the foregoing, Client agrees to pay Consultant a fixed fee of Seventy-Seven Thousand Fourteen Dollars and Forty Cents, (\$77,014.40) in accordance with the following schedule. All payments are conditioned upon submission of invoices by Consultant. Listing of specific milestones shall not be construed as a representation or warranty, and Consultant makes no representations or warranties that these milestones measure overall contract progress facilitated by the Consultant’s performance of the services, and any particular milestone will be achieved or that any specific GLO or other requirements ultimately will be met. The fee schedule shall be based upon identified contract milestones, as follows:

Item	Milestone Description	Amount	Percent
Administration			
1	Project Kick-Off and Startup Package - signatory form; audit certification; labor standards designations; direct deposit form; acquisition report submitted if applicable	\$10,052.16	15%
2	Environmental Notice to Proceed	\$10,052.16	15%
3	Environmental Review Record complete - Authority to Use Grant Funds issued	\$13,402.88	20%
4	Bid Advertised	\$6,701.44	10%
5	Construction Notice to Proceed	\$16,753.60	25%
6	Construction Complete, Final Wage Compliance Report issued	\$6,701.44	10%
7	Closeout Packet submitted and approved	\$3,350.72	5%
	Subtotal Amount	\$67,014.40	
Environmental			
1E	Commencement of Environmental Phase	\$3,000.00	30%
	Environmental Review Record complete - Authority to Use Grant Funds issued	\$7,000.00	100%
	Subtotal Amount	\$10,000.00	
	Total Contract Amount	\$77,014.40	

*By signing this Agreement, Client issues Notice to Proceed for environmental services and all other administrative services.

IV. ADDITIONAL SERVICES

- A. If authorized by Client, the Consultant shall furnish Additional Services of the following types which are not considered normal or customary Administrative Services; these will be paid for by the Client at an hourly rate of Ninety-five and no/100 Dollars (\$95.00).
1. Reassessment of the environmental review, republication of environmental notices, and other actions necessary to re-secure clearance from the GLO required by an amendment, other Contract modification, or a change in GLO policy or practice.
 2. Additional door-to-door income survey work required as part of an amendment, other Contract modification, or a change in GLO policy or practice.
 3. New and/or additional acquisition activities resulting from unknown needs prior to project initiation, site changes, and/or condemnation proceedings.
 4. Preparing to serve, or serving, as a consultant or witness for Client in any litigation, other legal or administrative proceeding involving this project.
 5. Preparation of financial statements and records such as audits, check registers, and ledgers that are required for project implementation and are typically generated by the Client in the normal course of business.
 6. Additional or extended services made necessary by: 1) a significant amount of defective work of any construction contractor, consulting engineer and/or architect; 2) prime construction contractor utilizing more than three (3) sub-contractors; 3) more than two (2) prime construction contracts; 4) force account documentation for labor, equipment and materials valued at over \$25,000; 5) default of any construction contractor, consulting engineer and/or architect.
- B. Fees for any professional services required to carry out project-related activities that must be furnished by a third-party professional including but not limited to Phase I or II environmental assessments or services by an accountant, appraiser, archaeologist, architect, attorney, auditor, biologist or other natural scientist, engineer, historic preservationist, or surveyor, shall be in addition to the base fee payable to Consultant specified in Section III. Expenditures for such services shall require prior approval by Client.

V. CHANGES AND AMENDMENTS

The Client may, from time to time, request changes in the scope of services of the consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of the Consultant's compensation, must be mutually agreed upon by and between the Client and the Consultant and shall be incorporated in written amendments to this Agreement. If a change is requested but the parties cannot agree on the specific terms of such change, the parties may mutually agree to terminate this Agreement. Absent such agreement to terminate, the Agreement will continue without the change.

VI. ASSIGNABILITY

Neither party shall assign any interest in this Agreement or transfer any interest in the same, without the prior written consent of the other party, not to be unreasonably withheld, provided, however, that claims for money by the Consultant from the Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished reasonably promptly to the Client.

VII. RECORDS AND AUDITS

During the term of this Agreement, the Consultant shall assist the Client in maintaining fiscal records and supporting documentation for all expenditures of funds made under the Contract. Such records must include data on racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under the Contract. Client shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

VIII. MISCELLANEOUS PROVISIONS

- A. Governing Law. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in the county in which Client's primary office is located.
- B. Binding Effect; No Third-Party Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representative, successors and permitted assigns. This Agreement does not and is not intended to confer any rights or remedies to any person other than the parties to this Agreement.
- C. Severability. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- D. Attorneys' Fees. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursement in addition to any other relief to which such party may be entitled.
- E. Provision of Information. It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined in this Agreement shall be furnished to the Consultant by the Client and its agencies. No charge will be made to Consultant for such information and the Client and its agencies will cooperate with Consultant in every way possible to facilitate the performance of the work described in this Agreement.
- F. Local Program Liaison. For purposes of this Contract, the «Official Title» or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
- G. Waiver of Consequential Damages. Neither party will be liable to the other party or any other person or entity for any special, incidental, indirect, consequential, punitive or exemplary damages arising out of or relating to this Agreement, regardless of the form of action and whether or not such party has been informed of or otherwise might have anticipated the possibility of such damages.
- H. Limitation of Liability. Each party agrees that, regardless of the type, nature or number of causes of action or claims by the Client (including without limitation claims for indemnity under this Agreement) or any third party claiming by, through or under the Client, the maximum amount of damages, individually or in the aggregate, that either party will be liable for or can be required to pay to the other or any other claimant is the amount of fees to be paid to the Consultant by the Client under this Agreement. The parties agree that this limitation of damages is reasonable and acknowledge that but for this limitation, neither party would enter into this Agreement.
- I. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with regard to contemporaneous understandings or written or oral agreements between the parties respecting the subject matter of this Agreement.
- J. Negotiated Terms. The parties agree that the terms and conditions of this Agreement are the result of negotiations between the parties and that this Agreement shall not be construed in favor of or against either party by reason of the extent to which such party or its professional advisors participated in the preparation of this Agreement.
- K. Ownership of Work and Copyright. The parties agree that the Consultant retains all ownership rights to forms, reports, and other documents produced in whole or in part under this Agreement until such documents are completed as contemplated under this Agreement and placed in the official Contract

record or submitted as final documents to the Client or the GLO. Consultant shall retain all ownership rights to templates, internal tracking systems, and other documents produced by Consultant that have a common use applicable to multiple clients and are not produced specifically for the Client under this Agreement. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant.

- L. Remedies, Alternative Dispute Resolution, and Program Non-Compliance. The parties hereto agree to resolve all disputes arising hereunder in accordance with this section. If a dispute arises out of or relates to this Agreement or any alleged breach hereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the party desiring to resolve such dispute shall deliver a written notice of the dispute, including the specific claim in the dispute to the other party. Following the delivery of such notice, the parties involved in the dispute shall meet at least twice within the thirty (30) day period commencing with the date of the notice and in good faith shall attempt to resolve such dispute through negotiation. If any dispute is not resolved or settled by the parties as a result of such negotiation, the parties in good faith shall submit the dispute to non-binding mediation before a retired judge of a federal district court or Texas district court or a similarly qualified, mutually agreeable individual in Austin, Texas. The parties shall bear the costs of such mediation equally. If the dispute is not resolved through such mediation, either party may proceed to file suit.
- M. Force Majeure. A "Force Majeure Event" means any event or cause beyond a party's reasonable control (including without limitation, construction delays, fire, flood, rain, weather, casualty, explosions, damage by third parties whether negligently or intentionally caused, strikes, work stoppages, picketing, acts of God or other casualties, or the laws or actions of any governmental authority), as a result of which at any time a party is unable to perform any of its obligations under this Agreement. If a Force Majeure Event occurs during the term of this Agreement that prevents the Consultant from performing its obligations hereunder, the Consultant and the Client will in good faith mutually agree on one of the following alternatives: (1) extend the time for performance, or (2) terminate this Agreement and, as mutually agreed, cause the payment to Consultant of fees not yet paid for services performed prior to the occurrence of the Force Majeure Event or cause the refund to Client of fees previously paid for services that were not performed prior to the occurrence of the Force Majeure Event.

This Agreement is subject to the provisions titled "Part II Terms and Conditions", "Part III Scope of Basic Services" and GLO State Contract Agreement "Attachments A-E", which each are attached hereto and hereby are incorporated by reference.

IN WITNESSETH HEREOF, the Client and the Consultant have executed this Agreement as of the date indicated above.

GrantWorks, Inc.
2201 Northland Drive
Austin, TX 78756

City of Mission
1201 E 8TH ST
Mission, Texas 78572-5812

BY: 

Bruce J. Spitzengel
President

BY: _____
Norie Gonzalez Garza
Mayor

ATTEST:

BY: _____
Anna Carrillo
City Secretary

**GRANT ADMINISTRATION SERVICES
PART II - TERMS AND CONDITIONS**

1. **PERSONNEL.** The Consultant represents it has or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Client. The Consultant may subcontract any of the work or services covered by this Agreement, provided that (a) any subcontracted work or services must be the subject of a written approval written contract or agreement, (b) the Consultant shall be responsible to Client for the acts or omissions of any such subcontractor, and (c) such subcontractors shall be subject to the requirements of the program.
2. **REPORTS AND INFORMATION.** The Consultant, at such times and in such forms as the Client may reasonably require, shall furnish the Client periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
3. **RECORD RETENTION.** In accordance with 2 CFR 200.333, Consultant shall provide to Client all records pertinent to the Contract. Client shall retain all required records for at least three (3) years after making final payments and all other pending matters are closed.
4. **ACCESS TO RECORDS.** In accordance with 2 CFR 200.336, during the Agreement's time of performance the grantee, the subgrantee, the Federal grantor agency, Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives will have access to any books, documents, papers, and records maintained by the Consultant which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.
5. **FINDINGS CONFIDENTIAL.** All of the reports, information, data, etc., prepared or assembled by the Consultant under this Agreement are confidential and the Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Client except where required by law or by court order.
6. **COMPLIANCE WITH LOCAL LAWS; INDEMNIFICATION.** Consultant shall comply with the requirements of all applicable laws, rules and regulations, and shall, indemnify, and hold harmless the Client from and against them, and shall indemnify and hold harmless the Client from and against liability for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws associated solely with Consultant's performance of the services required to be performed by Consultant under this Agreement.
7. **TERMINATION OF AGREEMENT FOR CAUSE.** In accordance with 2 CFR 200 APPENDIX II (B) If the Consultant shall fail to fulfill in a timely and proper manner his/her obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Client shall provide written notice to Consultant reasonably specifying the failure or violation. If Consultant fails to cure such failure or violation within five (5) business days of receiving such notice or, if the failure or violation is incapable of cure within such time frame, to begin to take actions to cure such failure or violation and to diligently pursue them to completion, Client thereupon shall have the right to terminate this Agreement immediately by giving written notice to the Consultant. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.

8. **TERMINATION OF AGREEMENT FOR CONVENIENCE.** Either the Client or the Consultant may terminate this Agreement at any time by providing at least ten (10) days' notice in writing to the other party to this Agreement. If the Agreement is terminated as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date. In such event, all finished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement shall, at the option of the Client, become its property.
9. **CONFLICTS OF INTEREST**
- A. **Governing Body:** Client agrees that no member of its governing body, no other public official of Client, and no other officer, employee, or agent of the Client who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement, and Client shall take appropriate steps to assure compliance with this requirement.
- B. **Other Local Public Officials.** No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG award between the GLO and the City/County shall have any personal financial interest, direct or indirect, in the Consultant or this Agreement; and the Consultant shall take appropriate steps to assure compliance.
- C. **Consultant and Employees.** The Consultant warrants and represents that it has no conflict of interest associated with the CDBG award between the GLO and the Client or this Agreement. The Consultant further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG award between the GLO and the Client or in any business, entity, organization or person that may benefit from the award. The Consultant further agrees that it will not employ an individual with a conflict of interest as described herein.
10. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).**
The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
11. **GENERAL TERMS REGARDING THIRD-PARTY SERVICES**

Some services will be performed by third-party service providers.

Assistance by Consultant with (1) verification of construction contractors or other service contractors, (2) selection of bid award winners, or (3) any other activity relating to contractors, subcontractors, bid award winners or any other third party not directly engaged through a written agreement with Consultant to provide services required to be provided by Consultant under this Agreement (collectively "Third Parties") is not intended to be and shall not be construed as an endorsement, representation or warranty by Consultant of any kind relating to such Third Party Service Providers or of the quality of such Third Parties work, and all such endorsements, representations or warranties hereby are expressly disclaimed.

Assistance by Consultant with the fulfillment of any requirements imposed by Third Parties, governmental or otherwise, shall not be construed as a representation or warranty, and

Consultant makes no representations or warranties, that any particular requirement will be achieved or met, and Consultant assumes no responsibility for the achievement or failure to achieve such requirements.

All assistance by Consultant described in this Agreement based on information provided by Third Parties shall be considered information provided by Client, and Consultant shall be entitled to rely on such information without any additional duty of inquiry or investigation.

12. FEDERAL COMPLIANCE. During the term of this Agreement, the parties shall comply with all Federal laws, regulations, and rules including the following:
- A. CIVIL RIGHTS ACT OF 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - B. SECTION 504 REHABILITATION ACT OF 1973, as amended. The Consultant agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
 - C. AGE DISCRIMINATION ACT OF 1975. The Consultant shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 - D. SECTION A109 OF THE HOUSING & COMMUNITY DEVELOPMENT ACT OF 1974.
 - i. Under Title VI of the Civil Rights Act of 1964, no person shall on the ground of race, color, religion, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Title.
 - E. EQUAL OPPORTUNITY CLAUSE. During the performance of this Agreement, the Consultant agrees as follows:
 - i. The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - ii. The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - iii. The Consultant will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation

conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

- iv. The Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- vii. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

F. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

- A. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- B. Affirmative steps must include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

13. ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS.

- A. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the GLO issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- C. The Client shall require each contractor to send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- D. The Client shall require that this Section 3 clause is included in every contract or subcontract for work in connection with the project and will, take appropriate action upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Client shall not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will terminate any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with requirements of the regulations. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the GLO issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.
- F. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- G. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- H. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

14. PATENT RIGHTS AND INVENTIONS. The Consultant shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

15. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "rights to inventions made by nonprofit organizations and small business firms under government grants, contracts and cooperative agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (F)).

16. ENERGY EFFICIENCY. The Consultant shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871). (2 CFR 200 APPENDIX II (H) and 42 U.S.C. 6201).

17. VERIFICATION NO BOYCOTT ISRAEL. As required by Chapter 2270.002, Government Code, the Consultant hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm

on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

18. NO FOREIGN TERRORIST ORGANIZATIONS. Pursuant to Chapter 2252.152, Texas Government Code, the Consultant represents and certifies that, at the time of execution of this Agreement neither the Consultant, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

19. GLO LOCAL INFRASTRUCTURE PROGRAM PROJECT DELIVERY FEE CAP. Total project delivery fees paid under this Contract, including any subcontracts, shall not exceed the GLO's cap of maximum rates based on the fixed rate pricing that is dependent upon the CDBG-DR final award amount at contract closeout. The percentage fee cap is outlined in this Agreement in Part I. Section III. Compensation and Method of Payment. Project Delivery may include, but is not limited to, grant administrator fees, costs associated with environmental clearance, and eligible costs for in-house efforts. Any decrease in the total CDBG-DR award at final contract closeout, including those resulting from lower-than-anticipated construction costs or reduced project scope, will automatically adjust the total not-to-exceed fee owed to GrantWorks.

**AGREEMENT FOR GRANT ADMINISTRATION SERVICES
PART III - SCOPE OF WORK**



**TEXAS GENERAL LAND OFFICE
GRANT ADMINISTRATION SERVICES
SCOPE OF WORK**

SCOPE OF SERVICES REQUESTED
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS
GRANT ADMINISTRATION SERVICES – INFRASTRUCTURE

SCOPE OF SERVICES REQUESTED

Providers will help Client and the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-DR") statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist in completion of CDBG-DR qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Consultant shall furnish pre-funding and post-funding grant administrative services to complete the Disaster Recovery projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-DR application. The provider will work with the subrecipient and Engineer, if applicable, to provide the concise information needed for submission of complete Disaster Recovery funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for disaster funding. The selected administrative firm must follow all requirements of the Texas CDBG-DR program.

Grant Administration Services – General

(a) Administrative Duties:

- i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- ii. May assist in public hearings.
- iii. Will work with GLO's system of record.
- iv. Provide monthly project status updates.
- v. Funding release will be based on deliverables identified in Section 3.
- vi. Labor and procurement duties:
 - a. Provide all Labor Standards Officer (LSO) Services.
 - b. Ensure compliance with all relevant labor standards regulations.
 - c. Ensure compliance with procurement regulations and policies.
 - d. Maintain document files to support compliance.

vii. Financial duties:

- a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
- b. Assist subrecipient with the procurement of audit services.
- c. Assist subrecipient in establishing and maintaining a bank account for program funds.
- d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
- e. Implementation and coordination of Section 504 requirements.
- f. Program compliance.
- g. Ensure that fraud prevention and abuse practices are in place and being implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- j. Assist in preparation of contract revisions and supporting documents including but not limited to:
 - Amendments/modifications,
 - Change orders.

(b) Construction Management

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO

program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.

- vi. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

- i. Ensure program compliance including all CDBG-MIT requirements and all parts therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Perform any other administrative duty required to deliver the project.
- xiii. Utilize and assist with GLO's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiv. Submit change requests and all required documentation related to any change requests.

(b) Acquisition Duties*:

- i. Submit acquisition reports and related documents.
- ii. Establish acquisition files (if necessary).
- iii. Complete acquisition activities (if necessary).

(c) Environmental Services

- i. Assist detailed scope of services
 - a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
 - b. If necessary, conduct tiered environmental review and submit broad and site-specific environmental reviews as required by 24 CFR Part 58.
 - c. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
 - d. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
 - e. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
 - f. Prepare all responses to comments received during comment phase of the

- environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- g. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
 - h. Complete and submit the environmental review into GLO's system of record;
 - i. At least one site visit to project location and completion of a field observation report
 - j. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;
 - k. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
 - l. Process environmental review and clearance in accordance with NEPA;
 - m. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
 - n. Prepare and submit Monthly Status Report; and
 - o. Participate in regularly scheduled progress meetings.

*Acquisition Activities may not be required in each project other than the submittal of an "acquisition report" documenting no activities. GrantWorks will assist in facilitating additional acquisition services that may be required, including any or all of the following activities: obtaining documentation of property ownership, correspondence and notifications to property owners, negotiations between the Client and property owners, requesting signatures, filing records, CAD-based fair market value estimates, coordinating the services of appraisers, surveyors, or other third parties. Costs for any third-party acquisition services shall be paid from the Acquisition line item.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23,2023
PRESENTED BY: Michael Elizalde, Grants Administrator
AGENDA ITEM: Authorization to enter into a contract between the City of Mission and Perez Consulting Engineers, LLC, for Engineer Services. - Elizalde

NATURE OF REQUEST:

The city received a grant award from the Texas General Land Office, for the 2018 Community Development Block Grant Disaster Recovery Program. The grant total is \$997,236.75 which will be used for the city’s La Cuchilla Drainage Project. The grant allows support of Professional Engineer Services, which has been budgeted as part of the grant award in the amount of \$76,807.35 and awarded to Perez Consulting Engineers, LLC following bid proposals.

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

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *RP*

RECORD OF VOTE:

APPROVED:	_____
DISAPPROVED:	_____
TABLED:	_____

_____ AYES

_____ NAYS

_____ DISSENTING _____

PART I - AGREEMENT

THIS AGREEMENT, effective on the date of selection by the Council, made on the 23rd DAY OF MAY 2022 by and between the City of Mission, hereinafter called the "Client" and Jorge Perez Consulting Engineers, LLC. hereinafter called "Firm," procured in conformance with Texas Government Code 2254 and 2 C.F.R. Part 200.

Firm agrees to render Client engineering/architecture/surveyor services for Client's U.S. Department of Housing and Urban Development Community Development Block Grant - Disaster Recovery("CDBG-DR") funds, administered by the Texas General Land Office ("GLO") to fund activities to address disaster impacts and increase resiliency to disasters, as provided in the provisions titled, "Part IV, Scope of Work" and attached hereto and incorporated by reference herein (the "Services").

The parties mutually agree as follows:

1. Scope of Services - The Firm will perform the services set out in Part IV, Scope of Work.
2. Time of Performance - Services shall commence no earlier than upon execution of this agreement. In any event, Firm shall use commercially reasonable efforts to perform all services required and performed hereunder within either 730 calendar days or the project's administrative closure date, as defined by GLO, whichever is later.
3. Local Program Liaison - For purposes of this Agreement, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder is a fixed fee of \$76,807.35. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part II - Payment Schedule of this Agreement.
5. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
6. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.
 - b. 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.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
7. Extent of Agreement - This Agreement, which **includes Parts I-V**, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
Randy Perez

(Printed Name)

City Manager

BY: _____
(Firm's Authorized Representative)

J. David Perez, P.E.
(Printed Name)

President
(Title)

ENGINEERING SERVICES
PART II- PAYMENT SCHEDULE

City shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Engineering Notice to Proceed	30%
• 100% Design Approved	30%
• Bid Advertise	10%
• Construction Notice to Proceed	15%
• As-Builts/ CoCC/FWCR	15%
Total	<hr/> 100%

ENGINEERING SERVICES

PART III - TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City. City may at any time and for any reason terminate Firm's services and work at City's convenience upon providing written notice to the Firm specifying the extent of termination and the effective date. Upon receipt of such notice, Firm shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Firm shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement plus (2) such other costs actually incurred by Firm as are permitted by the prime contract and approved by City. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Firm prior to the date of the termination of this Agreement. Firm shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-DR program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
 - b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
 7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
 8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
 9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
 10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
 11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
 12. Conflicts of Interest.
 - a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-DR award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-dr award between GLO and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
 - a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the CDBG-DR award between GLO and the City or this Agreement. The Firm further

warrants and represents that it shall not acquire an interest, direct or indirect, in any geographical area that may benefit from the CDBG-DR award between GLO and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246

of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)
The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3

preference, shall set forth minimum number and job titles subject to hire, availability of apprentice and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

21. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

22. Patent Rights and Inventions - The Firm shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement - If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

23. Energy Efficiency – The Firm shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).
24. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office, and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the CDBG-DR award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's CDBG-DR contract with GLO.
25. Retention of Records - The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
26. Verification No Boycott Israel. As required by Chapter 2271, Government Code, the Firm hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
27. Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, the Firm represents and certifies that, at the time of execution of this Agreement neither the Firm, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
28. GLO Local Infrastructure Program Engineering Fee Cap. Total engineering fees paid under this [Engineering Contract], including any subcontracts, shall not exceed the GLO's cap of fifteen percent (15%) of the final total construction activity costs. Engineering includes design, bidding and construction phase services and associated work including special services (surveying, materials, testing, onsite inspections, environmental support, etc.) Any decrease in the total construction budget, including those resulting from lower-than-anticipated bid pricing, change orders or reduced project scope, will automatically adjust the total not-to-exceed fee owed to the engineer to not more than fifteen percent (15%) of the new total construction activity budget.



TEXAS GENERAL LAND OFFICE ENGINEERING SCOPE OF WORK

SCOPE OF SERVICES REQUESTED.....
DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS
ENGINEERING SERVICES.....

SCOPE OF SERVICES REQUESTED

Firms will help the Client and GLO fulfill State and Federal Community Development Block Grant Disaster Recovery (“CDBG-DR”) statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Firms will assist in the completion of CDBG qualified housing or non-housing projects. Respondents may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO. Firms will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondents will be required to show the ability to provide all the Engineering services described below. Respondent shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

- (a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO regarding project design services.
- (b) Provide monthly project status updates.
- (c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Respondents will be required to show the ability to provide all the Engineering services described below:

- (a) Assist with the development of grant applications, as necessary.
- (b) Provide all project information necessary to ensure timely execution of the environmental review.
- (c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:
 - i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details

- vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 25%
 - xii. Schedules for design, permitting, acquisition and construction
- (d) Design surveying, topographic and utility mapping.
 - (e) Perform subsurface explorations for project sites, as necessary.
 - (f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.
 - (g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.
 - (h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
 - (i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.
 - (j) Prepare plans and profiles, including vertical design information for the selected alternative.
 - (k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.
 - (l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.
 - (m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

Engineering and Final Design Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

- (a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are

not limited to:

- i. Cross sections/elevations
 - ii. Project layout/staging areas
 - iii. General notes
 - iv. Special notes
 - v. Design details
 - vi. Specifications
 - vii. Utility relocation designs
 - viii. Construction limits, including environmentally sensitive areas that should be avoided during construction
 - ix. Required permits
 - x. Quantities
 - xi. Estimate of construction costs to within +/- 20%
 - xii. Schedules for design, permitting, acquisition and construction
- (b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.
- (c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.
- (d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.
- (e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

- (a) Submit appropriate items and support subrecipient in the development of complete bid package.
- (b) Prepare and assist subrecipient in the advertisements for bid solicitation.
- (c) Support development and issuance of bid-related documents necessary to complete bid

process (e.g., bid proposal form, bid addenda and supporting documentation).

- (d) Attend and support subrecipient at pre-bid conference and bid opening.
- (e) Support subrecipient with ongoing communication during bid process.
- (f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.
- (g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.
- (h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Oversight

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

- (a) Ensure delivery of subrecipient project in accordance with contract.
- (b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.
- (c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.
- (d) Provide periodic and final inspections and tests reports, as required for the project.
- (e) Provide on-site supervision and oversight of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient.
- (f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.
- (g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents.
- (h) Obtain independent cost estimates for validation purposes, as required.
- (i) Review and respond to requests for information/clarification.
- (j) Support subrecipient with issue identification and claims resolutions.
- (k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.
- (l) Develop a final “as built” report of quantities, drawings, and specifications.
- (m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.
- (n) Deliver “as-built” drawings to the subrecipient within 30 days of project completion.
- (o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.
- (p) Perform other contract management and construction oversight duties as required to

ensure success of the subrecipient project.

- (q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).
- (r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Respondents will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

- (a) Provide Geotechnical Investigations as may be required for a project.
- (b) Provide Detailed Surveying as may be required for a project.
- (c) Provide Site Specific Testing as may be required for a project.
- (d) Provide Archeological Studies as may be required for a project.
- (e) Provide Planning Studies as may be required for a project.
- (f) Provide Feasibility Studies as may be required for a project.
- (g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).
- (h) Provide Phase I and Phase II environmental site assessments as requested.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23,2023
PRESENTED BY: Michael Elizalde, Grants Administrator
AGENDA ITEM: Authorization to submit grant for the Wal Mart Foundation for the Local Community Grant Program. – Elizalde

NATURE OF REQUEST:

The Mission Fire Department is requesting authorization to submit a grant to the Walmart Foundation for the Local Community Grant Program. The funds will be used to assist first responders with supplies and equipment needed for community outreach efforts pertaining to public education. The total amount request is \$1,000 and requires no match.

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 _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023

PRESENTED BY: Cesar Torres, Chief of Police

AGENDA ITEM: Approval of Resolution No.____authorizing the Mission Police Department to submit an Agreement for the Temporary Closure of State Right-of-Way to the Texas Department of Transportation for the City of Mission Veterans Day Parade - Torres

NATURE OF REQUEST:

The parade is scheduled for November 11, 2023. For the safety of the parade participants, Business 83 eastbound lanes from Canal avenue to Conway Avenue (SH 107) will be closed for float line-up, check-in & loading from 8:00 am to 11:00 am. The parade will commence at approximately 11:00 am at the 100 block of west Business 83, continue eastbound passing through major intersections such as Conway Avenue (SH 107), Mayberry street & Bryan road (FM 396), and end at the 1500 block of East Business 83. Some parade traffic will be routed south on Bryan Road (FM 396) near the end of the parade. The Mission Police Department will request road closures, from TXDOT, for U.S. Business 83 from Canal avenue to Stewart road, Conway Avenue from Tom Landry to 8th street, and Bryan road (F.M. 396) from Elm Street to Matamoros street. Traveling traffic will be re-routed through alternate routes for safety purposes. The Mission Police Department will be responsible for securing the Veterans Day Parade route to ensure the safety of both motorists and pedestrians alike. Road closures are expected to be from 8:00 am to 7:00 pm.

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 _____

Resolution No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, AUTHORIZING THE SUBMITTAL TO THE TEXAS DEPARTMENT OF TRANSPORTATION BY THE MISSION POLICE DEPARTMENT OF AN AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY OF EASTBOUND LANES ON U.S. BUSINESS 83 FROM CANAL AVENUE TO STEWART ROAD, SOUTHBOUND LANES ON CONWAY AVENUE FROM TOM LANDRY TO 8TH STREET, AND SOUTHBOUND LANES ON BRYAN ROAD (FM 396) FROM ELM STREET ONLY FOR THE PURPOSE OF THE CITY OF MISSION VETERANS DAY PARADE AND AUTHORIZING THE ISSUANCE OF A PUBLIC PERMIT THEREFORE.

WHEREAS, the state owns and operates a system of highways for public use and benefit including Mission, in Hidalgo County; and

WHEREAS, the City has requested the temporary closure of eastbound lanes on U.S. Business 83 from Canal avenue to Stewart road, southbound lanes on Conway Avenue from Tom Landry to 8th street, and southbound lanes on Bryan road (F.M. 396) from Elm Street to Matamoros street only for the purpose of the City of Mission Veterans Day Parade between the hours of 8:00 a.m. to 7:00 p.m. on Saturday, November 11, 2023.

WHEREAS, the event will be located within the City's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right-of-way will be performed within the State's requirement, and in connection therewith, the State requires an agreement between the City and the State in regard thereto; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State Highway System; and

WHEREAS, the attached agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12.

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

SECTION 1: The City of Mission Veterans Day Parade is an event that serves a public purpose.

SECTION 2: The attached agreement which is made a part hereof for all purposes is approved and the City Manager is authorized to sign same on behalf of the City.

SECTION 3: Pursuant to said agreement, the City will close eastbound lanes on U.S. Business 83 from Canal avenue to Stewart road, southbound lanes on Conway Avenue from Tom Landry

to 8th street, and southbound lanes on Bryan road (F.M. 396) from Elm Street to Matamoros street.

SECTION 4: The City Manager is authorized to issue a parade permit for the City of Mission Veterans Day Parade.

READ, CONSIDERED AND APPROVED on this, the 23rd day of October, 2023.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

STATE OF TEXAS §
 COUNTY OF §

**AGREEMENT FOR THE TEMPORARY CLOSURE
 OF STATE RIGHT-OF-WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of Mission, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “City.”

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Mission, in Hidalgo, County; and

WHEREAS, the City has requested the temporary closure of eastbound lanes on U.S. Business 83 from Canal avenue to Stewart road, southbound lanes on Conway Avenue from Tom Landry to 8th street, and southbound lanes on Bryan road (F.M. 396) from Elm Street to Matamoros street only for the purpose of the City of Mission Veterans Day Parade, as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the City’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right-of-way will be performed within the State’s requirements; and

WHEREAS, on the 23rd day of October of 2023, the Mission City Council passed Resolution / Ordinance No. _____, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the City to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The description of the Event, including the proposed schedule of start and stop times, approximate number of people attending the Event, and equipment involved shall be attached hereto and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

- A.** The City shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.
- B.** The City shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right-of-way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State.
- C.** The City will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.
- D.** The City will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right-of-way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The City will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the City shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.
- E.** The City hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the City's traffic control plan.
- F.** The City will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right-of-way and restore or repair the State's right-of-way, including roadway and drainage structures, signs, and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural environment, including landscape features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the City will remain the property of the City. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

Article 5. TERMINATION

- A.** This agreement may be terminated by any of the following conditions:
- (1) By mutual written agreement and consent of both parties.
 - (2) By the State upon determination that use of the State's right-of-way is not feasible or is not in the best interest of the State and the traveling public.
 - (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
 - (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations and liabilities of the State and City under this agreement. If the potential termination of this agreement is due to the failure of the City to fulfill its contractual obligations as set forth herein, the State will notify the City that possible breach of contract has occurred. The City must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the City does not remedy the breach to the satisfaction of the State, the City shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. 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.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right-of-way, the City and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the City and/or its contractors are encroaching upon the State right-of-way.

B. In the event the City is a self-insured entity, the City shall provide the State proof of its self-insurance. The City agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the City and the State.

Article 10. COMPLIANCE WITH LAWS

The City shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right-of-way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the

following respective addresses:

City:	State:
<u>City of Mission</u> <u>1201 East 8th Street, Mission, Tx</u> <hr/> <hr/>	Texas Department of Transportation <hr/> <hr/> <hr/>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE CITY OF MISSION

Executed on behalf of the City by:

By _____ Date _____
 City Official

Typed or Printed Name and Title _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
 District Engineer

By _____ Date _____
 Director of Maintenance

Exhibit A

ROAD CLOSURE EVENT NAME AND DATE

NAME: City of Mission Veterans Day Parade

DATE OF CLOSURE: Saturday, November 11, 2023

TIME OF CLOSURE: 8:00 a.m. to 7:00 p.m.

(SEE ATTACHED ROUTE MAP AND ROAD CLOSURES)

Exhibit B

RESOLUTION

Exhibit C

Agreement No. _____

Item 28.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Cesar Torres, Chief of Police
AGENDA ITEM: Authorization to purchase (20) 9mm Glock 45 MOS 7 with lights for the Mission Police Department’s SWAT team from GT Distributors, Inc. via BuyBoard contract #698-23 – Torres

NATURE OF REQUEST:

The Mission Police Department is seeking authorization to purchase (20) 9mm Glock 45 MOS 7 with lights for the Mission Police Department’s SWAT team from GT Distributors, Incorporated. Purchase cost in the amount of \$24,010.11, via buy board contract # 698-23.

BUGETED: No **FUND:** Police Federal Sharing **ACCT. #:** 11-410-74950

BUDGET: _____ **EST. COST:** \$24,010.11 **CURRENT BUDGET BALANCE:** \$ _____

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 _____



GT Distributors - Austin
 1124 New Meister Ln., Ste 100
 Pflugerville TX 78660
 (512) 451-8298 Ext. 0000

Quote	QTE0170068
Date	10/9/2024 Item 29.
Page:	1

Bill To:

Ship To:

Mission Police Department (TX)
 1200 East 8th St
 Mission TX 78572

Mission Police Department (TX)
 1200 East 8th St
 Mission TX 78572

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
231009 PISTOLS	000048	KE	U	NET 15	0/0/0000	2,818,882

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
20	GLOCK-PA455S302MO	Glock G45 MOS7 9mm ACRO P2 AG BOTF/N1	EA	\$933.72	\$18,674.40
20	BAYCO-TCM-10*	Bayco / Nightstick TCM-10 Weapon Light	EA	\$121.00	\$2,420.00
20	SAF-VLT-3-835-1-7-D0-	VLT RDS DTY 3 GLOCK 17/19 TLR-7 BLK RH	EA	\$143.29	\$2,865.80
1	NOTE		Each	\$0.00	\$0.00
Quotation reflects BuyBoard Contract 698-23. Contract period 4/1/23-3/31/24. Email BuyBoard PO's to info@buyboard.com					

**QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE
 PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR
 REFERENCE QUOTE NUMBER ON PO OR REQUISITION**

Your salesperson is Kirby Evans. Thank You.
 hmaldonado0377 <hmaldonado0377@missionpolice.org>

Subtotal	\$23,960.20
Misc	\$0.00
Tax	\$0.00
Freight	\$49.91
Total	\$24,010.11



Vendor Contract Information Summary

Vendor GT Distributors, Inc.
 Contact DAVID CURTIS
 Phone 512-451-8298
 Email sales@gtdist.com
 Vendor Website www.gtdist.com
 TIN 74-2339528
 Address Line 1 1124 New Meister Lane
 Address Line 2 Suite 100
 Vendor City Pflugerville
 Vendor Zip 78660-6937
 Vendor State TX
 Vendor Country USA
 Delivery Days 10
 Freight Terms FOB Destination
 Payment Terms Net 30
 Shipping Terms Freight prepaid by vendor and added to invoice
 Ship Via Common Carrier
 Designated Dealer No
 EDGAR Received Yes
 Service-disabled Veteran Owned No
 Minority Owned No
 Women Owned No
 National No
 No Foreign Terrorist Orgs Yes
 No Israel Boycott Yes
 MWBE No
 ESCs All Texas Regions
 States All States
 Contract Name Public Safety and Firehouse Supplies and Equipment
 Contract No. 698-23
 Effective 04/01/2023
 Expiration 03/31/2026
 Accepts RFQs Yes



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Adrian Garcia, Fire Chief
AGENDA ITEM: Authorization to purchase Structural Fire Fighting gear for new personnel from NAFECO via Buy Board Contract #698-23 – Garcia

NATURE OF REQUEST:

The Mission Fire Department is seeking authorization to purchase Structural Fire Fighting gear from NAFECO for new personnel utilizing ARPA funds via Buy Board Contract # 698-23 for FY 2023-2024. Annual purchases are estimated to exceed the \$25,000.00 threshold requiring City Council Approval

BUGETED: Yes **FUND:** ARPA **ACCT. #:** 15-411-74950

BUDGET: \$33,000 **EST. COST:** \$25,000+ **CURRENT BUDGET BALANCE:** \$33,000

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 _____



Vendor Contract Information Summary

Item 30.

Vendor NAFECO
Contact Jennifer Able
Phone 800-628-6233
Phone Extension 144
Email jennifer.able@nafeco.com
Vendor Website www.nafeco.com
TIN 63-0725655
Address Line 1 1515 West Moulton Street
Vendor City Decatur
Vendor Zip 35601
Vendor State AL
Vendor Country USA
Delivery Days 10
Freight Terms FOB Destination
Payment Terms NET 30 DAYS
Shipping Terms Freight prepaid by vendor and added to invoice
Ship Via Common Carrier
Designated Dealer No
EDGAR Received Yes
Service-disabled Veteran Owned No
Minority Owned No
Women Owned No
National No
No Foreign Terrorist Orgs Yes
No Israel Boycott Yes
MWBE No
ESCs All Texas Regions
States All States
Contract Name Public Safety and Firehouse Supplies and Equipment
Contract No. 698-23
Effective 04/01/2023
Expiration 03/31/2026
Accepts RFQs Yes
Return Policy See attached policy.



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Adrian Garcia, Fire Chief
AGENDA ITEM: Authorization to purchase uniforms for new and current personnel from Webb Uniforms via Buy Board Contract # 670-22 – Garcia

NATURE OF REQUEST:

The Mission Fire Department is seeking authorization to purchase uniforms for daily operations for current and new personnel from Webb Uniforms via Buy Board Contract # 670-22 for FY 2023-2024. Annual purchases are estimated to exceed the \$25,000.00 threshold requiring City Council Approval

BUGETED: Yes **FUND:** General **ACCT. #:** 01-431-64270

BUDGET: \$195,318 **EST. COST:** \$25,000+ **CURRENT BUDGET BALANCE:** \$195,318

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 _____



Vendor Contract Information Summary

Item 31.

Vendor **Webb's Uniforms**
Contact **Johnny Webb**
Phone **281-364-9553**
Email **webbsuniforms@webbsuniforms.com**
Vendor Website **WWW.WEBBSUNIFORMS.COM**
TIN **81-1264833**
Address Line 1 **25275 Budde Rd. Ste. 1**
Vendor City **Spring**
Vendor Zip **77380**
Vendor State **TX**
Vendor Country **USA**
Delivery Days **10**
Freight Terms **FOB Destination**
Payment Terms **Net 30 days**
Shipping Terms **Freight prepaid by vendor and added to invoice**
Ship Via **Best Way**
Designated Dealer **No**
EDGAR Received **Yes**
Service-disabled Veteran Owned **No**
Minority Owned **No**
Women Owned **No**
National **Yes**
No Foreign Terrorist Orgs **Yes**
No Israel Boycott **Yes**
MWBE **No**
ESCs **All Texas Regions**
States **Alabama, Arizona, Arkansas, Colorado, Connecticut, Delaware, Florida, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming**
Contract Name **Uniforms and Accessories**
Contract No. **670-22**
Effective **06/01/2022**

10/12/2023 9:29 AM



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Abram Ramirez, Information Technology Director
AGENDA ITEM: Authorization to approve first, one-year renewal option for the purchase of direct internet access services from Smartcom - Ramirez

NATURE OF REQUEST:

Authorization to approve the first one-year renewal option for the purchase of direct internet access services from Smartcom Bid No. 21-00-11-02 at a cost of \$695 per month. The contract terms were for three years with option to renew for additional two consecutive years.

BUDGETED: Yes **FUND:** General **ACCT. #:** 01-417-54480

BUDGET: \$80,000.00 **EST. COST:** \$8,340.00 **CURRENT BUDGET BALANCE:** \$74,629.00

BID AMOUNT: \$8,340.00

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 _____

Buyer Name: City of Mission
Address: 1201 E. 8th Street, Mission, TX 78572
Contact
Phone number:
E-mail:

**600 Ash Avenue,
 McAllen, Texas 78501
 Phone 956.687-7070
 Toll Free 888.302.1125
 Fax 956.213.1147**

DIA Service Details			
Direct Internet Access Services	Term	Demarc Information / Service Location	Monthly Recurring Cost (MRC)*
DIA Internet Access 1Gbps	12 Months	City of Mission NOC, 1201 E. 8th Street, Mission, TX	\$ 695.00
Public IP address: Includes a /28 subnet (14 Usable IPs) bundled with service. Additional IP addresses \$5.00 per IP per month			
Plus applicable regulatory fees and surcharges			
Allowable voluntary extension #1 of 2 (12 month term) as per contract signed on 12-18-2020 for RFP 21-008-11-02 / Bandwidth Internet Services			

Total MRC: \$ 695.00

Customer may use the Extended Order Form for additional sites

Service Location Contact Information

Service Location Contact Name: Abram Ramirez
 Service Location Contact Email: aramirez@missiontexas.us
 Service Location Contact Phone: 956-580-8688

Billing Address: 1201 E. 8th Street, Mission, TX 78572
 Billing Contact Name: _____
 Billing Contact Phone: _____

Billing Department Phone: _____
 Billing Contact Email: _____
 Billing Alternate Phone: _____

The information contained herein is confidential and proprietary and should not be disclosed, copied, duplicated or distributed in any manner without the explicit written consent of SmartCom Telephone, LLC

Buyer agrees that this Service is subject to and governed by the terms and conditions in its Agreement with Seller. Buyer understands that this Service Order is an offer to purchase Service from Seller and is not binding on Seller until it is accepted by way of a Firm Order Confirmation from Seller. Buyer hereby warrants and represents that more than ten percent (10%) of the transmissions on each circuit-based Service provided hereunder shall be interstate transmissions or foreign transmissions as those terms are defined in 47 USC Sections 153(17) and 153(22) and that Buyer's uses for the Services will include use of the internet. Further, Buyer understands that if the Point of Demarcation for the Service Location of this Service Order originates or terminates on Third Party Facilities, then such Point of Demarcation shall be determined by the third party which owns and/or operates such facilities, for which Seller shall provide Buyer notification thereof as soon as practicable following the receipt of such determination by the third party.

This Service Order will be governed by Smartcom' standard Master Service Agreement (MSA) as if same were executed by both parties. The MSA is posted under the Terms & Conditions link at www.smartcomtelephone.com/terms. The parties understand the governance of the MSA, especially the limitation of liability provisions, is material consideration for the services and pricing being provided by Smartcom. SmartCom Telephone, LLC, 600 Ash Ave., McAllen, Texas 78501, (956) 687-7070.

Billing will start: Jan 1, 2021

Signature

Signature

For Customer / Buyer

For SmartCom Telephone, LLC

Printed Name

Printed Name

Date

Date



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: October 23, 2023
PRESENTED BY: Juan Pablo "JP" Terrazas, P.E., Assistant City Manager
AGENDA ITEM: Authorization to solicit bids for Tierra Dorada Lift Stations - Terrazas

NATURE OF REQUEST:

Authorization to solicit bids for Tierra Dorada Lift Stations.

BUGETED: Yes _____ **FUND:** _____ **ACCT. #:** _____

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

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager's Recommendation: Approval *RP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Anna Carrillo, City Secretary
AGENDA ITEM: Board Appointment: Ambulance Board - Carrillo

NATURE OF REQUEST:

Ambulance Board: appoint Kane Dawson to replace Oscar Tijerina term to expire 12/31/2023

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 _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023

PRESENTED BY: Adrian Garcia, Fire Chief

AGENDA ITEM: Authorization to Purchase Radiation Detection Equipment through the FY23 SHSP Regular Project Grant from Safeware, Inc via OMNIA Contract # 4400008468 - Garcia

NATURE OF REQUEST:

Authorization to purchase Radiation Detection Equipment in the amount of \$61,903.01 through the FY2023 SHSP Regular Project Grant from Safeware, Inc. via Omnia Contract#4400008468. This request is for the office of the Governor of the Texas State Homeland Security program and regular project grant. The equipment requested to be purchase is Radiation Detection equipment which will upgrade and increase our departments Hazardous Response Teams and provide them the capability on locating and detecting of Alpha, Beta and Gamma radiation.

BUGETED: Yes **FUND:** Designated Purpose **ACCT. #:** 15-438-74950

BUDGET: \$61,963.58 **EST. COST:** \$ 61,903.01 **CURRENT BUDGET BALANCE:** \$61,963.58

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 _____



CITY OF MISSION PROCUREMENT QUOTATION

Item 35.

Acct # <u>15,438,74450</u>	Type of Quote	NOTE: Purchases \$3,000 & Up Require HUB Search
Acct Balance _____	<input type="checkbox"/> Telephone	\$1,000.00 to \$2,999.99
Acct Name _____	<input checked="" type="checkbox"/> Emailed	\$3,000.01 to \$24,999.00
	<input type="checkbox"/> Sealed (In Envelope)	\$25,000.0 <City Council Approval

Department Fire Date Tuesday, October 3, 2023

Deputy Fire Chief Douglas Williams

Person Submitting Quotes:

FY2023 SHSP Regular Projects Grant - Radiation Detection Equipment Quote # 1976825

Product/Part Description, Brand Model:

1) Company: Safeware Inc. Date: 10/2/2023

Address: 801 W. 116th Ave. Ste#400 Westminster, CO 80234 Tax ID: 52 -1152883

Spoke To: Vicky Garcia Time: 5:41 P.M. Phone# 301-683-1234

Price \$ 61,903.01 Shipping \$ \$0.00 Total \$ 61,903.01

Availability & Terms: OMNIA Contract #4400008468

2) Company: _____ Date: _____

Address: _____ Tax ID: _____

Spoke To: _____ Time: _____ Phone# _____

Price \$ _____ Shipping \$ _____ Total \$ _____

Availability & Terms: _____

3) Company: _____ Date: _____

Address: _____ Tax ID: _____

Spoke To: _____ Time: _____ Phone# _____

Price \$ _____ Shipping \$ _____ Total \$ _____

Availability & Terms: _____

D. Williams
Person Obtaining Quotes (Signature)

[Signature]
Department Director (Signature)

Company Selected (Circle One) 1 2 3

REMARKS: This PO request is for the Office of the Governor Texas State Homeland Security Program Regular Projects grant. The equipment requested to be purchased is Radiation Detection equipment upgrades and increases our department's Hazardous Materials Response Teams capabilities in location and detection of Alpha, Beta and Gamma radiation.

P.O. # _____
Exhibit "B" _____

BID # _____
Revised 10/01/2023

Safeware, Inc.
 4403 Forbes Blvd.
 Lanham, MD 20706-4328
 USA
 301-683-1234
 www.safewareinc.com

Order Number	
1976825	
Order Date	Page
10/02/2023 17:41:20	1 of 2

Quote Expires On: 12/28/2023

Contract No: OMNIA Contract #4400008468

Bill To: **Customer ID:** 47534

Ship To:

Mission Fire Dep
 415 WEST TOM LANDRY
 Mission, TX 78572
 USA

Mission Fire Department
 415 W. Tom Landry
 Mission, TX 78572

956-580-8705

Requested By: Chief Douglas Williams

PO Number	Taker	Email
HSHC Grant Quote	Vicky Garcia	vgarcia@safewareinc.com
Freight Terms	Phone	Fax
Freight Paid		
Sales Representative		
Kenneth Crawford		

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				
2.00	0.00	2.00	EA		FLIR R400-NG identiFINDER R400	EA 1.0	19,201.83	38,403.66
6.00	0.00	6.00	EA		SEI THE FRISKER THE FRISKER Rate Meter (Rubber boot, lanyard, Batteries included)	EA 1.0	621.95	3,731.70
5.00	0.00	5.00	EA		WBJ GP-1004 Energy Compensated GM 0 – 100 R/hr	EA 1.0	403.23	2,016.15
10.00	0.00	10.00	EA		MIR URAD-PLUS-R/Y/NC Mirion UltraRadiac-Plus, Yel, R Unit Includes yellow R meter without DC charging port, pouch, manual, and batteries; direct replacement for MRAD113	EA 1.0	1,502.01	15,020.10
1.00	0.00	1.00	EA		MIR FC2B Ultradiaac Calibration Check Unit	EA 1.0	2,731.40	2,731.40
1.00	0.00	1.00	EA		OMNIA OMNIA Contract #4400008468	EA 1.0	0.00	0.00

Safeware, Inc.
 4403 Forbes Blvd.
 Lanham, MD 20706-4328
 USA
 301-683-1234
 www.safewareinc.com

Order Number	
1976825	
Order Date	Page
10/02/2023 17:41:20	2 of 2

Quote Expires On: 12/28/2023
 Contract No: OMNIA Contract #4400008468

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				

Lead Agency: Fairfax County, VA
 Public Safety and Emergency Preparedness
 Standard freight within continental US is paid, all
 HAZMAT or expedited freight will be billed.
 *Register with OMNIA at
www.omniapartners.com/publicsector

Total Lines: 6

SUB-TOTAL: 61,903.01
TAX: 0.00
AMOUNT DUE: 61,903.01
Actual freight added per freight terms

All Departments - One SAFEWARE Contract.

SAFEWARE
CONTACT US TODAY FOR A FREE DEMO | 800.337.6767

Public Safety and Emergency Preparedness Equipment and Related Services

Proud Supplier Partner of:

OMNIA PARTNERS

Offering Safety Solutions & Services including:

- Personal Protective Equipment (PPE)
- Gas Detection & Air Quality Monitoring Equipment
- Gas Detection & Air Quality Monitoring
- LEADS based & Facial Recognition
- Integrable Communication Equipment
- Body-worn Equipment
- Chemical Detection Equipment
- Protective Materials Storage
- Self-Contained Breathing Apparatus
- Physical Security Enhancement Equipment
- Surveillance Systems Access Viewer Center
- Explosion Resistant
- Riot Protection Equipment
- Tactical Safety
- Utility Safety and Maintenance
- Fall Protection and Control Systems
- Medical and First Aid Supplies
- CRIME Prevention Materials
- Public Safety & Emergency Preparedness (PSE)
- Emergency Law Enforcement
- Confidentiality Data
- Body-worn Video/Body-worn Camera Safety
- Asset Management Software
- Law Enforcement Software
- Public Safety Incident Management
- Public Safety Incident Management
- Training
- Training and Training Equipment
- Training Software
- Training Software
- Other Non-Legal Public Safety Law Enforcement and Fire Equipment

Public Safety and Emergency Preparedness Equipment

www.safewareinc.com • 800.337.6767

Safeware Contract Documentation

U.S. Communities, National IPA, & NCPA are wholly-owned subsidiaries of OMNIA Partners, dba OMNIA Partners, Public Sector. All public sector participants already registered with National IPA, U.S. Communities, or NCPA continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, legacy NCPA, or new OMNIA Partners contract. U.S. Communities, National IPA, and NCPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract’s approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Public Safety and Emergency Preparedness and Related Service

Fairfax County, VA

Contract Number: 4400008468

October 1, 2018 through September 30, 2023

Contract renewed through September 30, 2024

Option to renew for five (5) additional one-year periods through September 30, 2028

Executive Summary

- [Executive Summary](#)
- [Uniform Guidance](#)
- [Due Diligence](#)

Contract Documents

- [Contract 4400008468](#)
- [New Jersey LFN 2012-10 Packet](#)
- [Contract Award Documents](#)
- [Amendment 1 - Renewal](#)
- [Disclosure of Investment Activities in Iran Russia Belarus](#)

RFP Documents

- [RFP 2000002547](#)
- [Addendum 1](#)
- [RFP Posting Document](#)

Response Evaluation

- [Supplier Response to RFP](#)
- [Evaluation Summary](#)

Public Safety, Emergency Preparedness Safety Equipment and Solutions

Item 35.

Port of Portland, OR

Contract Number: 159469

April 1, 2021 through April 1, 2026

Option to renew for two (2) additional one-year periods through April 1, 2028

Executive Summary

- Executive Summary
- Due Diligence

Master Agreement Documents

- Official Signed Contract
- Contract Award Documents
- Contract Amendment 1
- Disclosure of Investment Activities in Iran Russia Belarus

Response Evaluation

- Supplier Response to RFP
- Evaluation Documents

Solicitation Process

- Original RFP Document
- RFP Addendum 1
- RFP Questions and Answers
- Proof of Publication
- RFP Request List
- Historically Underutilized Business Outreach
- RFP Opening Documents

INDUSTRIES

- K-12 Education
- Higher Education
- Government
- Nonprofit
- Enterprise
- Corporate
- Private Equity
- Real Estate

SOLUTIONS

- Contract Offerings
- Data & Spend
- Analytics
- Industry Experts



ABOUT US

RESOURCES

CAREERS

5001 Aspen Grove Drive
Franklin, TN 37067
info@omniapartners.com
(866) 875-3299

BECOME A MEMBER

[Privacy Policy](#) | [Terms of Use](#)



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Abram Ramirez, Information Technology Director
AGENDA ITEM: Authorization to purchase computers and accessories from Dell via DIR-TSO-3763 contract to outfit the new public safety building - Ramirez

NATURE OF REQUEST:

Authorization to purchase computers and accessories to outfit new public safety #6 building from Dell at a cost of \$31,380.94 utilizing DIR-TSO-3763.

BUDGETED: Yes **FUND:** ARPA **ACCT. #:** 15-411-74950

BUDGET: _____ **EST. COST:** \$31,380.94 **CURRENT BUDGET BALANCE:** _____

BID AMOUNT: \$31,380.94

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 _____



A quote for your consideration

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000163340667.1	Sales Rep	Yusniel Perez Miranda
Total	\$31,380.94	Phone	(800) 456-3355, 6179009
Customer #	19368650	Email	Yusniel_Perez@Dell.com
Quoted On	Oct. 12, 2023	Billing To	PAYABLE ACCTS
Expires by	Nov. 11, 2023		CITY OF MISSION
Contract Name	Texas Department of Information Resources (TX DIR)		1201 E 8TH ST
Contract Code	C000000006841		MISSION, TX 78572-5812
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	26372976		

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you are ready to place an order. Thank you for shopping with Dell!

Regards,
Yusniel Perez Miranda

Shipping Group

Shipping To	Shipping Method
PAYABLE ACCTS CITY OF MISSION 1201 E 8TH ST MISSION, TX 78572-5812 (956) 580-8716	Standard Delivery Free Cost

Product	Unit Price	Quantity	Subtotal
Dell Latitude 3540	\$1,000.93	18	\$18,016.74
OptiPlex Micro (Plus 7010)	\$802.17	1	\$802.17
Dell Wall/Under-the-Desk VESA Mount w/ PSU Sleeve - MFF/TC/CFF	\$28.69	1	\$28.69
OptiPlex All-in-One (Plus 7410)	\$1,087.71	8	\$8,701.68

Item 36.

Dell EcoLoop Pro Briefcase	\$26.66	18	\$479.88
Dell Dock- WD19S 130w Power Delivery 180w Power Supply	\$171.87	18	\$3,093.66
Dell Optical Wired Mouse - MS116	\$14.34	18	\$258.12

Subtotal:	\$31,380.94
Shipping:	\$0.00
Environmental Fee:	\$0.00
Non-Taxable Amount:	\$31,380.94
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total: \$31,380.94

Maximize your new technology on day one
Dell ProDeploy Suite

[Learn More](#)

Shipping Group Details

Item 36.

Shipping To

PAYABLE ACCTS
CITY OF MISSION
1201 E 8TH ST
MISSION, TX 78572-5812
(956) 580-8716

Shipping Method

Standard Delivery Free Cost

	Unit Price	Quantity	Subtotal
Dell Latitude 3540	\$1,000.93	18	\$18,016.74

Estimated delivery if purchased today:
Oct. 19, 2023
Contract # C000000006841
Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 3540, BTX	210-BGDW	-	18	-
13th Gen Intel Core i7-1355U (12 MB cache, 10 cores, up to 5.00 GHz Turbo)	379-BFBM	-	18	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	18	-
No Microsoft Office License Included	658-BCSB	-	18	-
Integrated Intel(R) Iris(R) Xe or UHD Graphics for i7-1355U Processor	338-CHQL	-	18	-
Intel Rapid Storage Technology Driver	409-BCWT	-	18	-
Intel vPro Management Disabled	631-BBBB	-	18	-
16 GB, 2 x 8 GB, DDR4, 3200 MT/s	370-AHMT	-	18	-
512 GB, M.2 2230, PCIe NVMe, SSD, Class 35	400-BOSU	-	18	-
15.6", FHD 1920x1080, 60Hz, WVA/IPS, Touch, Anti-Glare, 250 nit, NTSC 45%, FHD+IR Camera, WLAN	391-BHJD	-	18	-
English US backlit keyboard with numeric keypad, 99-key	583-BHBG	-	18	-
Intel AX201/AX211 WLAN Driver	555-BJDV	-	18	-
Intel(R) Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BHHU	-	18	-
3-cell, 54 Wh, ExpressCharge™ Capable, ExpressCharge™ Boost Capable	451-BDBR	-	18	-
65W AC rugged adapter, USB Type-C, TCO Gen9 compliant	492-BDIF	-	18	-
Palmrest, No Fingerprint Reader, No SIM slot	346-BJBD	-	18	-
Foxit PDF Editor v12	634-BZSL	-	18	-
E4 Power Cord 1M for US	450-AMEI	-	18	-
Quick Start Guide for 3540	340-DDPB	-	18	-
ENERGY STAR Qualified	387-BBLW	-	18	-
Fixed Hardware Configuration	998-GFBZ	-	18	-
Dell Additional Software	658-BFQB	-	18	-
Min Package	340-DGMC	-	18	-
POD Label, 100% tie to L10 BTS & BTP	389-EFCN	-	18	-
Latitude 3540 Bottom Door, Integrated graphics	321-BJPW	-	18	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	18	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIE	-	18	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	18	-

Dell Limited Hardware Warranty	997-6727	-	18	
Onsite/In-Home Service After Remote Diagnosis, 1 Year	997-6735	-	18	-
Onsite/In-Home Service After Remote Diagnosis, 2 Year Extended	997-6737	-	18	-
		Unit Price	Quantity	Subtotal
		\$802.17	1	\$802.17

OptiPlex Micro (Plus 7010)

Estimated delivery if purchased today:
 Oct. 19, 2023
 Contract # C000000006841
 Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Micro (Plus 7010)	210-BFXS	-	1	-
13th Gen Intel Core i7-13700T (8+8 Cores/30MB/24T/1.4GHz to 4.8GHz/35W)	338-CHDH	-	1	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	1	-
No Microsoft Office License Included	658-BCSB	-	1	-
16GB (1X16GB) DDR5 Non-ECC Memory	370-AGWU	-	1	-
M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive	400-BOQM	-	1	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	1	-
NO RAID	817-BBBN	-	1	-
Micro Plus with 35W CPU L5.5 FSJ local build	329-BHPL	-	1	-
US Power Cord	450-AAZN	-	1	-
Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth 5.3	555-BH DU	-	1	-
Internal Antenna	555-BHDV	-	1	-
Wireless Driver, Intel(R) WiFi 6e AX211 2x2 (Gig+) + Bluetooth 5.3	555-BIIO	-	1	-
No Additional Video Ports	492-BCKH	-	1	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJ JG	-	1	-
Mouse included with Keyboard	570-AADI	-	1	-
No Cover Selected	325-BCZQ	-	1	-
Dell Additional Software	658-BFPY	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
Dell Watchdog Timer	379-BE ZG	-	1	-
Quick Start Guide, OptiPlex Micro Plus	340-DDHH	-	1	-
Print on Demand Label	389-BDQH	-	1	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	1	-
Shipping Material	340-CQYN	-	1	-
Shipping Label	389-BBUU	-	1	-
FSJ Reg label 130W adaptor	389-FBSJ	-	1	-
Intel Rapid Storage Technology Driver MFF	658-BFQK	-	1	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	1	-
Desktop BTS/BTP Shipment	800-BBIP	-	1	-
130 Watt A/C Adapter	450-AMQF	-	1	-
Fixed Hardware Configuration	998-FZPR	-	1	-
No Option Included	340-ACQQ	-	1	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	1	-

Internal Speaker	520-AAVE	-	1	-
Intel vPro Enterprise	631-BBKP	-	1	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	1	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	812-3887	-	1	-
No Accidental Damage Selected	981-4619	-	1	-

Unit Price	Quantity	Subtotal
\$28.69	1	\$28.69

Dell Wall/Under-the-Desk VESA Mount w/ PSU Sleeve - MFF/TC/CFF

Estimated delivery if purchased today:

Oct. 18, 2023

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
VESA Mount Bracket	452-BDUY	-	1	-

Unit Price	Quantity	Subtotal
\$1,087.71	8	\$8,701.68

OptiPlex All-in-One (Plus 7410)

Estimated delivery if purchased today:

Oct. 19, 2023

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex All-in-One (Plus 7410)	210-BFWZ	-	8	-
13th Gen Intel Core i7-13700 (8+8 Cores/30MB/24T/2.1GHz to 5.1GHz/65W)	338-CHCJ	-	8	-
Windows 11 Pro, English, Spanish, French, Brazilian Portuguese	619-ARSB	-	8	-
No Microsoft Office License Included	658-BCSB	-	8	-
16GB (1X16GB) DDR5 Non-ECC Memory	370-AGWU	-	8	-
M.2 2230 512GB PCIe NVMe Class 35 Solid State Drive	400-BOQM	-	8	-
Thermal Pad, Screw and Rubber for SSD	412-ABEK	-	8	-
NO RAID	817-BBBN	-	8	-
Intel Integrated Graphics	490-BBFG	-	8	-
OptiPlex All-in-One Plus, 23.8" FHD Non-touch, FHD camera, UMA, 160W Bronze Power Supply	329-BHQQ	-	8	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	8	-
Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth 5.3	555-BH DU	-	8	-
Screw for WLAN card	555-BIGS	-	8	-
Wireless Driver, Intel AX211 Wi-Fi 6E (6Ghz) 2x2, Bluetooth 5.2	555-BIGV	-	8	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	8	-
Mouse included with Keyboard	570-AADI	-	8	-
No Cover Selected	325-BCZQ	-	8	-
Dell Additional Software	658-BFPY	-	8	-
ENERGY STAR Qualified	387-BBLW	-	8	-
Dell Watchdog Timer	379-BEZG	-	8	-
Quick Start Guide, OptiPlex All-in-One Plus	340-DDFQ	-	8	-
Print on Demand Label	389-BDQH	-	8	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	8	-
Package for Fixed/ HAS/ no stand (DAO, CCC)	340-DDGK	-	8	-

DAO factory Information	340-DFWR	-	8	
Shipping Label	389-BBUU	-	8	-
Regulatory Label for OptiPlex All-in-One Plus, 160W Bronze, FSJ	389-FBTV	-	8	-
SW Driver, Intel Rapid Storage Technology, OptiPlex All-in-One	658-BFQI	-	8	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	8	-
Desktop BTS/BTP Shipment	800-BBIP	-	8	-
Height Adjustable Stand for OptiPlex All-in-One Plus	575-BCNO	-	8	-
Fixed Hardware Configuration	998-FZQL	-	8	-
Intel vPro Enterprise	631-BBKQ	-	8	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	8	-
Non-Touch LCD, Dell OptiPlex AIO	391-BBDM	-	8	-
Dell Limited Hardware Warranty Plus Service	997-6870	-	8	-
Onsite/In-Home Service After Remote Diagnosis 3 Years	997-6872	-	8	-
		Unit Price	Quantity	Subtotal

Dell EcoLoop Pro Briefcase

Estimated delivery if purchased today:
 Oct. 18, 2023
 Contract # C000000006841
 Customer Agreement # TX DIR-TSO-3763

	Unit Price	Quantity	Subtotal
	\$26.66	18	\$479.88

Description

Dell EcoLoop Pro Briefcase - CC5623

SKU

460-BDKI

	Unit Price	Quantity	Subtotal
	-	18	-

	Unit Price	Quantity	Subtotal
	\$171.87	18	\$3,093.66

Dell Dock- WD19S 130w Power Delivery 180w Power Supply

Estimated delivery if purchased today:
 Oct. 27, 2023
 Contract # C000000006841
 Customer Agreement # TX DIR-TSO-3763

Description

Dell Dock – WD19S 130w Power Delivery – 180w AC

SKU

210-AZBM

Advanced Exchange Service, 3 Years

824-3984

Dell Limited Hardware Warranty

824-3993

	Unit Price	Quantity	Subtotal
	-	18	-
	-	18	-
	-	18	-

	Unit Price	Quantity	Subtotal
	\$14.34	18	\$258.12

Dell Optical Wired Mouse - MS116

Estimated delivery if purchased today:
 Oct. 18, 2023
 Contract # C000000006841
 Customer Agreement # TX DIR-TSO-3763

Description

Dell Optical Wired Mouse - MS116

SKU

275-BBCB

	Unit Price	Quantity	Subtotal
	-	18	-

	Subtotal:	\$31,380.94
	Shipping:	\$0.00
	Environmental Fee:	\$0.00
	Estimated Tax:	\$0.00

Total:	\$31,380.94
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Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Contract Number

DIR-TSO-3763

Contract Term Date: **01/10/24** ⓘ
Contract Expiration Date: **01/10/24** ⓘ

Vendor Information

Dell Marketing LP

Vendor ID: **1742616805400**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-TSO-TMP-251**

Contract Status: **Active**

VENDOR CONTACT:

[Cristian Perez](#) ⓘ

Phone: (512) 368-7916

[Vendor Website](#) ⓘ

DIR CONTACT:

[Tiffanay Waller](#) ⓘ

Phone: (512) 475-4962

Contract Overview

This contract offers Dell branded computers, laptops, tablets, servers, printers, peripherals and other technology products and services through this contract. Dell offers their entire product catalog through this contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors. *DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 1/10/2024.

Contract Details & Ordering Information

• **Products & Services**

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

[Resellers](#)

MORE INFORMATION

[Vendor Website](#) ⓘ

Visit this Vendor's website to view the latest product, service, and pricing information.

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Computer Peripherals
- Computers
- Computers - Desktop
- Computers - Laptops
- Computers - Portable
- Computers - Servers
- Digital Cameras
- Lease Agreement - Computer
- Managed Services - Computers
- Monitors
- Networking Products and Services
- Printers
- Projectors
- Routers and Related Equipment
- Scanners
- Security Services
- Servers
- Software



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Abram Ramirez, Information Technology Director
AGENDA ITEM: Authorization to purchase Cisco endpoint security renewal, Cisco DUO MFA, and Barracuda office 365 protection from Insight, via OMNIA #23-6692-03, and DIR-TSO-4167 contracts - Ramirez

NATURE OF REQUEST:

Authorization to purchase Cisco endpoint security renewal, Cisco DUO MFA, and Barracuda office 365 protection from Insight at a cost of \$126,352.80 utilizing OMNIA #23-6692-03 and DIR-TSO-4167.

BUDGETED: Yes **FUND:** General **ACCT. #:** 01-426-44640

BUDGET: \$850,000.00 **EST. COST:** \$126,352.80 **CURRENT BUDGET BALANCE:** \$514,900.00

BID AMOUNT: \$126,352.80

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 _____

Insight Public Sector
 6820 South Harl Avenue
 Tempe, AZ 85283

Sales Rep : Darak Weaver
 Phone: (956) 465-8080
darak.weaver@insight.com

Design Associate: Pleshette Gales
 Phone: 800-688-8695 Ext. 6829
pleshette.gales@insight.com



Sales Quote# and Date: 101323COM-2

Buyer: City of Mission
 Name: Abram Ramirez
 Phone:
 Email:

DIR-TSO-4167

Part Number	Description	List Price	Discount %	Unit Price	Quantity	Extended Price
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Cisco Duo subscription options

12 months

DUO-SUB	Cisco Duo subscription	\$0.00	30.00	\$0.00	1	\$0.00
DUO-ESSENTIALS	Cisco Duo Essentials edition (formerly MFA)	\$36.00	30.00	\$25.20	670	\$16,884.00
SVS-DUO-SUP-B	Cisco Duo Basic Support	\$0.00	30.00	\$0.00	1	\$0.00

TOTAL \$16,884.00

Sales Quote is valid for 30 days

OMNIA[®]

PARTNERS



Technology Product Solutions and Related Services Executive Summary

Lead Agency: Cobb County, GA

Solicitation: 23-6692

RFP Issued: August 26, 2022

Pre-Proposal Date: September 14, 2022

Response Due Date: October 13, 2022

Proposals Received: 18



Awarded to:

Contract #: 23-6692-03

The Cobb County Purchasing Department issued RFP 23-6692 on August 26, 2022, to establish a national cooperative contract for Technology Product Solutions and Related Services.

The solicitation included cooperative purchasing language in **National Contract** section as stated below:

“Cobb County, GA, as the Principal Procurement Agency, defined in Attachment A, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. Cobb County, GA is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Attachment A, or as otherwise agreed to. Attachment A contains additional information about OMNIA Partners and the cooperative purchasing program”.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Cobb County Purchasing website
- OMNIA Partners website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino County Sun, CA
- Honolulu Star-Advertiser, HI
- The Herald-News – Will County (IL)
- The Advocate – New Orleans, LA
- The New Jersey Herald, NJ
- Albany Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times-Dispatch, VA
- Seattle Daily Journal of Commerce, WA
- Houston Community Newspapers, TX
- Helena Independent Record, MT
- Las Vegas Review-Journal
- Kennebec Journal/Morning Sentinel, ME

Socio-economic Outreach: To encourage participation of small businesses, minority owned businesses and women owned businesses were notified of the Request for Proposal.

On October 13, 2022, proposals were received from the following offerors:

- Alegna Technologies, Inc.
- SHI International Corp.
- Carbyne, Inc.
- Insight Public Sector, Inc.
- Audio Enhancement, Inc.
- Emergent, LLC
- Govconnection, Inc. dba Connection - Public Sector Solutions
- Iron Bow Technologies, LLC
- DLT Solutions, LLC
- Vertosoft, LLC
- Presidio Networked Solutions, LLC
- Virtual Technologies Inc.
- CDW Government LLC
- Carahsoft Technology Corporation
- Vurkada, Inc. Fiscal Note Inc.
- AGParts Worldwide Inc.
- Virtucom, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into negotiations with **Insight Public Sector, Inc.** and proceeding with contract award upon successful completion of negotiations.

Geographic Preferences: Cobb County included a geographic preference, but it did not impact the score for the national award.

The Cobb County, GA, OMNIA Partners and Insight Public Sector successfully negotiated a contract, and the Cobb County executed the agreement with a contract effective date of May 1, 2023.

Diversity Certification: IPS prefers to meet diversity requirements for services opportunities where they're able to subcontract out to the diversity partner.

Contract includes: A comprehensive range of solutions providing a broad range of technology products and services including but not limited to:

- Hardware Product Offering with hundreds of leading industry manufacturers
- Software applications through licensing agreements with software publishers or boxed products
- Solutions & Service Offerings; As a comprehensive Solutions Integrator (SI), Insight takes a client-focused approach to helping organizations identify, adopt, and manage the most appropriate solutions to drive digital transformation and modernization for innovation.

Supplier provided federal funds certifications which are available on the OMNIA Partners website for review.

Term:

Initial thirty-six-month agreement from May 1, 2023 through April 30, 2026 with the option to renew two (2) additional one-year periods through April 30, 2028.

Pricing/Discount:

Pricing structure for products is based on a discount off the Insight list price.

OMNIA Public Sector, web landing page:

[Insight Public Sector, Inc. Cooperative Contract | Overview \(omniapartners.com\)](https://www.omniapartners.com/insight-public-sector-cooperative-contract-overview)

Insight Public Sector
 6820 South Harl Avenue
 Tempe, AZ 85283

Sales Rep : Darak Weaver
 Phone: (956) 465-8080
darak.weaver@insight.com

Design Associate: Pleshette Gales
 Phone: 800-688-8695 Ext. 6829
pleshette.gales@insight.com



Sales Quote# and Date: 101323COM-1

Buyer: City of Mission
 Name: Abram Ramirez
 Phone:
 Email:

DIR-TSO-4167

Part Number	Description	List Price	Discount %	Unit Price	Quantity	Extended Price
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Cisco AMP renewal options

Premier 12 months

AMP4E-SEC-SUB	Cisco Secure Endpoint XaaS Subscription	\$0.00	45.00	\$0.00	1	\$0.00
AMP4E-PRE-CL-LIC	Cisco Secure Endpoint Premier Tier Subscription	\$93.65	60.00	\$37.46	600	\$22,476.00
TG-AMPADV-K9	Cisco Secure Malware Analytics Cloud for Endpoint Advantage	\$0.00	45.00	\$0.00	3	\$0.00
SVS-AMPE-SUP-B	Cisco AMP for Endpoints Basic SW Service	\$0.00	20.00	\$0.00	1	\$0.00
					TOTAL	\$22,476.00

Contract Number

DIR-TSO-4167

Contract Term Date: **03/29/24**

Contract Expiration Date: **03/29/24**

Vendor Information

Cisco Systems, Inc.

Vendor ID: **1770059951100**

HUB Type: **Non HUB**

RFO: **DIR-TSO-TMP-425**

Contract Status: **Active**

VENDOR CONTACT:

[Jumana Dihu](#)

Phone: (773) 269-6397

[Vendor Website](#)

DIR CONTACT:

[Tiffanay Waller](#)

Phone: (512) 475-4962

Contract Overview

Cisco Systems offers Cisco branded hardware, networking equipment, servers, data storage solutions, and related services through this contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through March 29, 2024.

Contract Details & Ordering Information

[Products & Services](#)

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

Resellers

MORE INFORMATION

[Vendor Website](#)

Visit this Vendor's website to view the latest product, service, and pricing information.

Reseller Vendor Contacts

[Download Vendor List \(.CSV\)](#)

TX 78216						
GTS Technology Solutions, Inc.	1742339 797900	Woman Owned Female	Sue Hawk	P: (512) 681-6247 F: (512) 452-0691	9211 Waterford Centre Blvd, Suite 275 Austin, TX 78758	gtssales@ts-ts.com
Insight Public Sector, Inc.	1363949 000500	Non HUB	Michelle Abbamonte	P: (800) 467-4448 F: (480) 760-7440	6820 S. Harl Ave. Tempe, AZ 85283	sledcontracts@insight.com

SOLD-TO PARTY 10655463

CITY OF MISSION
 1201 E 8TH ST
 MISSION TX 78572-5812

SHIP-TO

CITY OF MISSION
 1201 E 8TH ST
 MISSION TX 78572-5812

We deliver according to the following terms:

Payment Terms : Net 30 days
Ship Via : Electronic Delivery
Terms of Delivery : FOB DESTINATION
Currency : USD

Quotation	
Quotation Number	: 0226749331
Document Date	: 10-OCT-2023
PO Number	:
PO release:	:
Sales Rep	: Darak Weaver
Email	: DARAK.WEAVER@INSIGHT.COM
Telephone	: +14806876470
Sales Rep 2	: Pleshette Gales
Email	: PLESHETTE.GALES@INSIGHT.COM
Telephone	: +16309246829

Material	Material Description	Quantity	Unit Price	Extended Price
EP-PREPLUS-USR-1M	Barracuda E-Mail Protection Premium Plus - subscription license (1 month) - 1 user OMNIA PARTNERS IT PRODUCTS AND SERVICES(#23-6692-03) List Price: 18.99 Discount: 43.023%	8,040	10.82	86,992.80
Product Subtotal				86,992.80
TAX				0.00
Total				86,992.80

Lease & Financing options available from Insight Global Finance for your equipment & software acquisitions. Contact your Insight account executive for a quote.

Thank you for choosing Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Darak Weaver
 +14806876470
DARAK.WEAVER@INSIGHT.COM
 Fax 9566875428

Pleshette Gales
 +16309246829
PLESHETTE.GALES@INSIGHT.COM
 Fax 6309246850

To purchase under this contract, your agency must be registered with OMNIA Partners Public Sector.

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.

<https://www.insight.com/terms-and-policies>



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Abram Ramirez, Information Technology Director
AGENDA ITEM: Authorization to purchase server and storage from Insight via DIR-TSO-4160, DIR-TSO-3763 and DIR-CPO-5030 contracts - Ramirez

NATURE OF REQUEST:

Authorization to purchase server and storage from Insight at a cost of \$64,439.47 utilizing DIR-TSO-4160, DIR-TSO-3763 and DIR-CPO-5030. Server and storage are requirements for public safety software and database migration.

BUDGETED: Yes **FUND:** ARPA **ACCT. #:** 15-411-74950

BUDGET: _____ **EST. COST:** \$64,439.47 **CURRENT BUDGET BALANCE:** _____

BID AMOUNT: 64,439.57

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 _____

Insight Public Sector
 6820 South Hari Avenue
 Tempe, AZ 85283

Sales Rep : Darak Weaver
 Phone: (956) 465-8080
darak.weaver@insight.com

Design Associate: Pleshette Gales
 Phone: 800-688-8695 Ext. 6829

pleshette.gales@insight.com



Sales Quote# and Date: 101023COM

Buyer: City of Mission
 Name: Abram Ramirez
 Phone:
 Email:

DIR-TSO-4160 (HPE/Nimble)
 DIR-TSO-3763 (Dell)
 DIR-CPO-5030 (Installation)

Part Number	Description	List Price	Discount %	Unit Price	Quantity	Extended Price
-------------	-------------	------------	------------	------------	----------	----------------

HPE Nimble - Additional Shelf

Serial Number: AF243070-
 Police Dept

Q8B48B	HPE NS HF20X ES3 21TB 1.44TB CTO SHELF	\$16,491.14			1	\$16,491.14
Q8J27A	HPE NS C13 TO C14 FIO POWER CORD	\$0.84			2	\$1.68
HA124A1	HPE TECHNICAL INSTALLATION STARTUP SVC	\$0.00			1	\$0.00
HA124A1#5MS	HPE TIER 1 STORAGE ARRAY UPG STARTUP SVC	\$2,392.97			1	\$2,392.97
HU4B5A3	HPE 3Y TECH CARE BASIC EXCH SVC	\$0.00			1	\$0.00
HU4B5A3#ZEF	HPE NS HF20X ES3 21TB 1.44TB SHELF SUPP	\$2,307.17			1	\$2,307.17
	Installation / Configuration					\$1,800.00

Dell PowerEdge

PowerEdge R6525

210-ATCF	PowerEdge R6525 Server	\$32,446.51			1	\$32,446.51
379-BDTF	2.5 Chassis				1	
379-BDSS	SAS/SATA Backplane				1	
461-AAIG	Trusted Platform Module 2.0 V3				1	
321-BEUP	Chassis with up to 10 x 2.5" Hot Plug Hard Drives (2CPU & XGMI)				1	
338-CFET	AMD EPYC 7473X 2.80GHz, 24C/48T, 768M Cache (240W-280W) DDR4-3200				1	
338-CFET	AMD EPYC 7473X 2.80GHz, 24C/48T, 768M Cache (240W-280W) DDR4-3200				1	
379-BDCO	Additional Processor Selected				1	
412-AASH	Heatsink for 1st CPU, greater than or equal to 180W (R6525)				1	
412-AASJ	Heatsink for 2nd CPU, greater than or equal to 180W (R6525)				1	
412-AATM	DIMM Blank Filler 30pcs				1	
370-AAIP	Performance Optimized				1	
370-AEVR	3200MT/s RDIMMs				1	
780-BCDL	RAID 0				1	
405-AAZB	PERC H755 SAS Front				1	
750-ACFQ	Front PERC Mechanical Parts, rear load				1	
384-BBBL	Performance BIOS Settings				1	
800-BBDM	UEFI BIOS Boot Mode with GPT Partition				1	
387-BBMK	Energy Star				1	
750-ADJH	4x Very High Performance Fan for 8x2.5 + 75F3 or 10x 2.5 (2P) or 10x 2.5 + 2x 2.5 (1/2P)				1	
450-AKLF	Dual, Redundant(1+1), Hot-Plug Power Supply,1100W MM(100-240Vac) Titanium				1	
330-BBNR	Riser Config 2, 1 x 16 LP PCIe slot (CPU1), 2 x 16 LP PCIe slot (CPU2)				1	
384-BDGL	PowerEdge R6525 Motherboard, with 2 x 1Gb Onboard LOM (BCM5720)MLK V5				1	
540-BCOD	Broadcom 57416 Dual Port 10GbE BASE-T Adapter, OCP NIC 3.0				1	
325-BCHH	Standard Bezel				1	
350-BBXP	Dell EMC Luggage Tag (x8 or x10 chassis)				1	
340-COXQ	PowerEdge R6525 Shipping Material for x4/10 Chassis				1	
634-BYJS	Windows Server 2022 Datacenter,16CORE,FI,No MED,UnLTD VMs,NO CALs, Multi Language				1	
528-CSCT	Windows Server 2022 Datacenter,16CORE,DF Recovery Image, Multi Lang., (Downgrade not included)				1	
385-BBOT	iDRAC9,Enterprise 15G				1	
350-BBXM	No Quick Sync				1	

379-BCSF	iDRAC,Factory Generated Password	1
770-BDMT	Cable Management Arm	1
	ReadyRails Sliding Rails Without Cable Management Arm	
770-BECD	or Strain Relief Bar	1
403-BCID	BOSS Blank	1
631-AACK	No Systems Documentation, No OpenManage DVD Kit	1
340-COGR	PowerEdge R6525 Shipping NBIS	1
389-DTIQ	PowerEdge R6525 CCC Marking, No CE Marking	1
	ProSupport: 7x24 HW/SW Technical Support and	
828-3887	Assistance 3 Years	1
	ProSupport: Next Business Day On-Site Service After	
828-3899	Problem Diagnosis 3 Years	1
828-3901	Dell Hardware Limited Warranty Plus On-Site Service	1
	Thank you choosing Dell ProSupport. For tech support,	
989-3439	visit //www.dell.com/support or call 1-800- 945-3355	1
900-9997	On-Site Installation Declined	1
822-3179	Partner Success Program Management	1
370-AGDS	32GB RDIMM, 3200MT/s, Dual Rank 16Gb BASE x8	8
	480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-	
400-AXTV	plug AG Drive, 1 DWPD	4
	Power Cord - C13, 3M, 125V, 15A (North America, Guam,	
450-AALV	North Marianas, Philippines, Samoa, Vietnam)	2
	Broadcom 57416 Dual Port 10GbE BASE-T Adapter, PCIe	
540-BBVJ	Low Profile	3
	Windows Server 2022/2019 Datacenter Edition,Add	
634-BYJQ	License,16CORE,NO MEDIA/KEY	2
	5-pack of Windows Server 2022 Remote Desktop	
634-BYKI	Services, User	5

Servers installation/ configuration

\$9,000.00

Total	\$64,439.47
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Contract Number

DIR-TSO-4160

Contract Term Date: 10/02/24 ⓘ

Contract Expiration Date: 10/02/24 ⓘ

Vendor Information

Hewlett Packard Enterprise Company

Vendor ID: 1473298624600

HUB Type: Non HUB ⓘ

RFO: DIR-TSO-TMP-417

Contract Status: Active

VENDOR CONTACT:

Jacklyn Smith [✉](#)
Phone: (207) 494-6436
[Vendor Website](#) [✉](#)

DIR CONTACT:

Tiffanay Waller [✉](#)
Phone: (512) 475-4962

Contract Overview

Hewlett Packard Enterprise Company offers servers, storage, networking, support and other technology products and services through this contract. Available brands include: HPE, Nimble, Micro Focus, Cray, DataDirect and many other third-party products; See Available Brands on this contract web page. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 10/2/2024.

Contract Details & Ordering Information

[Products & Services](#)

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

• [Resellers](#)

MORE INFORMATION

[Vendor Website](#) [✉](#)

Visit this Vendor's website to view the latest product, service, and

Reseller Vendor Contacts

[Download Vendor List \(.CSV\)](#)

	002300	Owned Female	Harris	P: (601) 340-3407 F:	Greenview Ave Richardson, TX 75081	com
Howard Technology Solutions	1640466 143700	Non HUB	Melissa Reeves	P: (601) 425-3151 F: (601) 399-5077	P. O. Box 1590 Laurel, MS 39441	bids@howardcomputer.com
Insight Public Sector, Inc.	1363949 000500	Non HUB	Pam Potter	P: (800) 321-2437 F: (480) 760-9957	6820 S. Harl Ave. Tempe, AZ 85283	sledcontract@insight.com

Contract Number

DIR-TSO-3763

Contract Term Date: **01/10/24** ⓘ

Contract Expiration Date: **01/10/24** ⓘ

Vendor Information

Dell Marketing LP

Vendor ID: **1742616805400**

HUB Type: **Non HUB** ⓘ

RFO: **DIR-TSO-TMP-251**

Contract Status: **Active**

VENDOR CONTACT:

[Cristian Perez](#) ↗

Phone: (512) 368-7916

[Vendor Website](#) ↗

DIR CONTACT:

[Tiffanay Waller](#) ↗

Phone: (512) 475-4962

Contract Overview

This contract offers Dell branded computers, laptops, tablets, servers, printers, peripherals and other technology products and services through this contract. Dell offers their entire product catalog through this contract. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. This contract has a number of resellers, many of which are HUB vendors. *DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 1/10/2024.

Contract Details & Ordering Information

[Products & Services](#)

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

• **Resellers**

MORE INFORMATION

[Vendor Website](#) ↗

Visit this Vendor's website to view the latest product, service, and pricing information.

Reseller Vendor Contacts

[Download Vendor List \(.CSV\)](#)

			Female		F: (972) 437-3777	Ave Richardson, TX 75081	
Insight Investments LLC dba Red8	1832762126600	Non HUB	Angi Vazquez	P: (714) 939-2867 F:		awvazquez@red8.com	
Insight Public Sector, Inc.	1363949000500	Non HUB	Amy Tschopp	P: (800) 321-2437 Ext. 6820 F: (630) 924-6850	6820 S. Hart Ave. Tempe, AZ 85283	sledcontracts@insight.com	
Layer 3 Communications (Texas), LLC	1270097420200	Non HUB	Craig Wall	P: (512) 329-2920 F: (512) 329-2920	1250 S. Capital of Tx Hwy, Bldg. III, #400	cwall@layer3com.com	

Contract Number

DIR-CPO-5030Contract Term Date: **02/28/24** ⓘ
Contract Expiration Date: **02/28/27** ⓘ

Vendor Information

Insight Public Sector, Inc.Vendor ID: **1363949000500**HUB Type: **Non HUB** ⓘRFO: **DIR-CPO-TMP-442**Contract Status: **Active****VENDOR CONTACT:**

Brittany Dunaway ⓘ

Phone: (800) 474-7121

[Vendor Website](#) ⓘ**DIR CONTACT:**

Jeremiah Rodriguez ⓘ

Phone: (737) 354-7016

Contract Overview

Insight Public Sector, Inc. offers End-User IT Outsourcing (managed services) for information technology assets through this contract. Managed services include: Provisioning of Equipment; Desktop Outsourcing; and Asset Tracking. Support Services include: Service Desk; On -Site MAC; Remote Support; Standard and Ad Hoc Reporting Documentation; Break/Fix/Maintenance; and Unwind/End of Engagement services. Technology Services include: Mobility; HVD; Network Management; Software and Security Services. Contracts may be used by state and local government, public education, other public entities in Texas, as well as public entities outside the state. Resellers are not available for this contract.

Contract Details & Ordering Information

- **Products & Services**

[Commodity Codes](#)[Brands](#)[Contract Documents](#)[How to Order](#)[Resellers](#)

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Break/Fix Services
- Managed Services - Computers
- Network Services
- Technical Services
- Computer Operations Services
- Mobile Device Management
- Security Services



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Abram Ramirez, Information Technology Director
AGENDA ITEM: Authorization to approve Office 365 contract renewal and purchase from SHI via DIR-TSO-4092 contract - Ramirez

NATURE OF REQUEST:

Authorization to approve Office 365 three-year contract renewal with a purchase cost of \$63,194\year plus \$94.32 yearly for additional users from SHI utilizing DIR-TSO-4092.

BUDGETED: Yes **FUND:** General **ACCT. #:** 01-426-44640

BUDGET: <u>\$850,000.00</u>	EST. COST: <u>\$63,194.40\Year</u>	CURRENT BUDGET	<u>\$514,900.00</u>
		BALANCE:	

BID AMOUNT: 63,194.40\Year

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 _____



Pricing Proposal
Quotation #: 24034319
Reference #: EA - 71788678
Created On: 10/9/2023
Valid Until: 10/31/2023

TX-City of Mission

**Inside Account Manager
- Public Sector**

Abram Ramirez

1201 E 8th St
Finance Dept
Mission, TX 78572-5812
United States
Phone: 9565808667
Fax:
Email: aramirez@missiontexas.us

Victor Arias

290 Davidson Ave.
Somerset, NJ 08873
Phone: (732)-317-6938
Fax:
Email: Victor_arias@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 O365 G1 GCC Sub Per User Microsoft - Part#: U4S-00002 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 12/1/2023 – 11/30/2024 Note: Year 1 of 3	670	\$94.32	\$63,194.40
		Total	\$63,194.40

Additional Comments

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Contract Number

DIR-TSO-4092

Contract Term Date: **02/21/24** ⓘ

Contract Expiration Date: **02/21/24** ⓘ

Vendor Information

SHI Government Solutions, Inc.

Vendor ID: **1223695478500**

HUB Type: **Asian Pacific American**

Female ⓘ

RFO: **DIR-TSO-TMP-404**

Contract Status: **Active**

VENDOR CONTACT:

[TX SHI Team](#) ↗

Phone: (800) 870-6079

Fax: (512) 732-0232

[Vendor Website](#) ↗

DIR CONTACT:

[Nicole Simpson](#) ↗

Phone: (512) 475-4971

Contract Overview

SHI Government Solutions as a Value-Added Reseller (VAR) for DIR offers Microsoft software products and related services through this contract for AUTHORIZED CUSTOMER BASE AS SET FORTH IN THIS CONTRACT SECTION 8. Texas state agencies are excluded from purchasing through this contract. Authorized Customers must enter into an Enterprise Agreement (EA) or have a current ELA with Microsoft. Authorized Customers can purchase directly through this DIR contract. This Contract covers the entire Microsoft Catalogue of products and Related Services plus any and all government and education volume licensing MSRP special Discount programs. Resellers are not available for this contract. DIR has exercised the automatic renewal option for this Contract. This renewal extends the contract through 2/21/2024.

Contract Details & Ordering Information

• **Products & Services**

[Commodity Codes](#)

[Brands](#)

[Contract Documents](#)

[How to Order](#)

[Resellers](#)

Products & Services

This contract offers the following products and services. Please contact the Vendor for the latest information.

- Miscellaneous
- Software
- Software as a Service
- Technical Services



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Abram Ramirez, Information Technology Director
AGENDA ITEM: Authorization to purchase Aruba Clearpass network access control from Telepro, via TIPS #230105 contract - Ramirez

NATURE OF REQUEST:

Authorization to purchase Aruba Clearpass that will serve as network access control platform to strengthen the City’s security posture from Telepro at a cost of \$41,054.44 utilizing TIPS #230105.

BUDGETED: Yes **FUND:** General **ACCT. #:** 01-426-44640

BUDGET: \$850,000.00 **EST. COST:** \$41,054.44 **CURRENT BUDGET BALANCE:** \$514,900.00

BID AMOUNT: \$41,054.44

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 _____



Telepro Communications
 12005 N Bryan Rd.
 Mission, TX 78573

QUOTE #:	TPCC Item 40.
DATE:	Oct 12, 2023

TIPS Contract# 230105

Prepared For:

City of Mission TX
 Abram Ramirez
 aramirez@missiontexas.us
 1201 E. 8TH ST
 Mission, TX 78572
 United States

Your Telepro Team:

Jorge Rodriguez Jr
 Account Executive
 jrodriguez@teleprocommunications.com

Maria de Kanter
 Inside Sales Representative
 MdeKanter@teleprocommunications.com

Payment Terms	Valid Through
NET 30	Aug 17, 2023

Thank you for the opportunity to provide this quote. Please let us know if you have any questions.

Part Number	Description	Qty	Unit Price	Ext. Price
H9WX9E	Aruba 5Y FC 24x7 ClearPass Cx000V VM SVC	1	\$1,287.19	\$1,287.19
H9XH9E	Aruba 5Y FC 24x7 ClearPass NL AC 1KCESVC	1	\$6,717.25	\$6,717.25
JZ399AAE	Aruba ClearPass Cx000V VM Appl E-LTU	1	\$3,880.00	\$3,880.00
JZ402AAE	Aruba ClearPass NL AC 1K CE E-LTU	1	\$20,370.00	\$20,370.00
INSTALLATION	Turnkey Installation of Clearpass Solution	1	\$8,800.00	\$8,800.00

To place an order, please reach out to Maria de Kanter at
 MdeKanter@teleprocommunications.com

SubTotal	\$41,054.44
Tax	\$0.00
Shipping	\$0.00
TOTAL	\$41,054.44



Printed 13 October 2023

www.teleprocommunications.com

TELEPRO COMMUNICATIONS

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM
PO MUST REFERENCE VENDOR TIPS CONTRACT NUMBER

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	12005 N. Bryan Rd.	NAME Charlie Martin
CITY	Mission	PHONE (866) 839-8477
STATE	Texas	FAX (866) 839-8472
ZIP	78573	EMAIL tips@tips-usa.com

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N HUB: Y

SERVING STATES

TX

Overview

Telepro Communications provides, installs, services, and programs structured cabling systems, fiber optics, intercom systems, audio/visual systems, intercom systems, surveillance camera systems, network switches, wireless access points, access control systems, and security systems.

AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
23010402	Trades, Labor, and Materials (JOC)	04/30/2025	See EDGAR Certification Doc.
230202	Security Systems Products and Services	04/30/2026	See EDGAR Certification Doc.
230105	Technology Solutions Products and Services	05/31/2028	See EDGAR Certification Doc.
23010401	Trades, Labor, and Materials (NON-JOC)	04/30/2028	See EDGAR Certification Doc.
211001	Job Order Contracting	01/31/2024	See EDGAR Certification Doc.

CONTACTS BY CONTRACTS**211001**

Edgar Rodriguez	Project Estimator	(956) 618-2360	erodriguez@teleprocommunications.
Emmanuel Arias	Project Manager	(956) 618-2360	earias@teleprocommunications.com

230105

Edgar Rodriguez	Project Estimator	(956) 618-2360	erodriguez@teleprocommunications.
Daniel Backhaus	Sr. Project Estimator	(956) 618-2360	daniel@teleprocommunications.com

230202

Edgar Rodriguez	Project Estimator	(956) 618-2360	erodriguez@teleprocommunications.
Daniel Backhaus	Sr. Project Estimator	(956) 618-2360	daniel@teleprocommunications.com

23010401

Edgar Rodriguez	Project Estimator	(956) 618-2360	erodriguez@teleprocommunications.
Daniel Backhaus	Sr. Project Estimator	(956) 618-2360	daniel@teleprocommunications.com

23010402

Edgar Rodriguez	Project Estimator	(956) 618-2360	erodriguez@teleprocommunications.
Daniel Backhaus	Sr. Project Estimator	(956) 618-2360	daniel@teleprocommunications.com



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023

PRESENTED BY: Susana De Luna, Planning Director

AGENDA ITEM: Final Plat Approval: Western Meadows Subdivision, A 16.00 acre tract of land, more or less, being all of Lot 18, Block 7, Texan Gardens Subdivision, Rural ETJ, Developer: Nordhausen Utility Construction, LLC, Engineer: Nain Engineering, LLC, – De Luna

NATURE OF REQUEST:

On February 27, 2023, the Mission City Council held a Public Hearing to consider the Preliminary Plat Approval for Western Meadows Subdivision. The subject site is located at the southwest corner of the intersection of Mile 5 North and Western Road. There was no public opposition during the City Council. 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 meeting the Model Subdivision Rules and meeting and comments from the Country Planning Department

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 # 2.0**PRELIMINARY & FINAL
PLAT APPROVAL:**

Western Meadows Subdivision
 A 16.00 acre tract of land, more or less, being all of
 Lot 18, Block 7, Texan Gardens Subdivision
 Rural E.T.J.
 Developer: Nordhausen Utility Construction, LLC
 Engineer: Nain Engineering, LLC

REVIEW DATA**PLAT DATA**

The proposed subdivision is located at the southwest corner of the intersection of Mile 5 North and Western Road (Mission Rural ETJ) – see vicinity map. The developer is proposing (21) Twenty-One Single Family Residential lots – 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 connect to an existing 12” water line located along the north side of Mile 5 North with a 1” dual/single connection within a 2” casing to provide water service to Lots 1 & 2, and 7-21. For Lots 3-6, services will tie into an existing 8” water line along the west side of Western Rd. There are 3 fire hydrants provided 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 for Lots 1, 2, and 7-21 will be from Mile 5 North and for Lots 3-6 will be from Western Rd. The storm runoff after development will increase 7.27 cfs for a total of 16 cfs (50-year design) to be detained within the property by proposed detention areas at the front of the lots and ultimately discharging into the regraded road-side ditch. The City Engineer has reviewed and approved the drainage report.

RECOMMENDATION

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

4	31	4
3	32	3
2	33	2
1	34	1
NORTH 5 MILE RD.		
17	18	17
16	19	16
15	20	15
14	21	14

SITE LOCATION 1

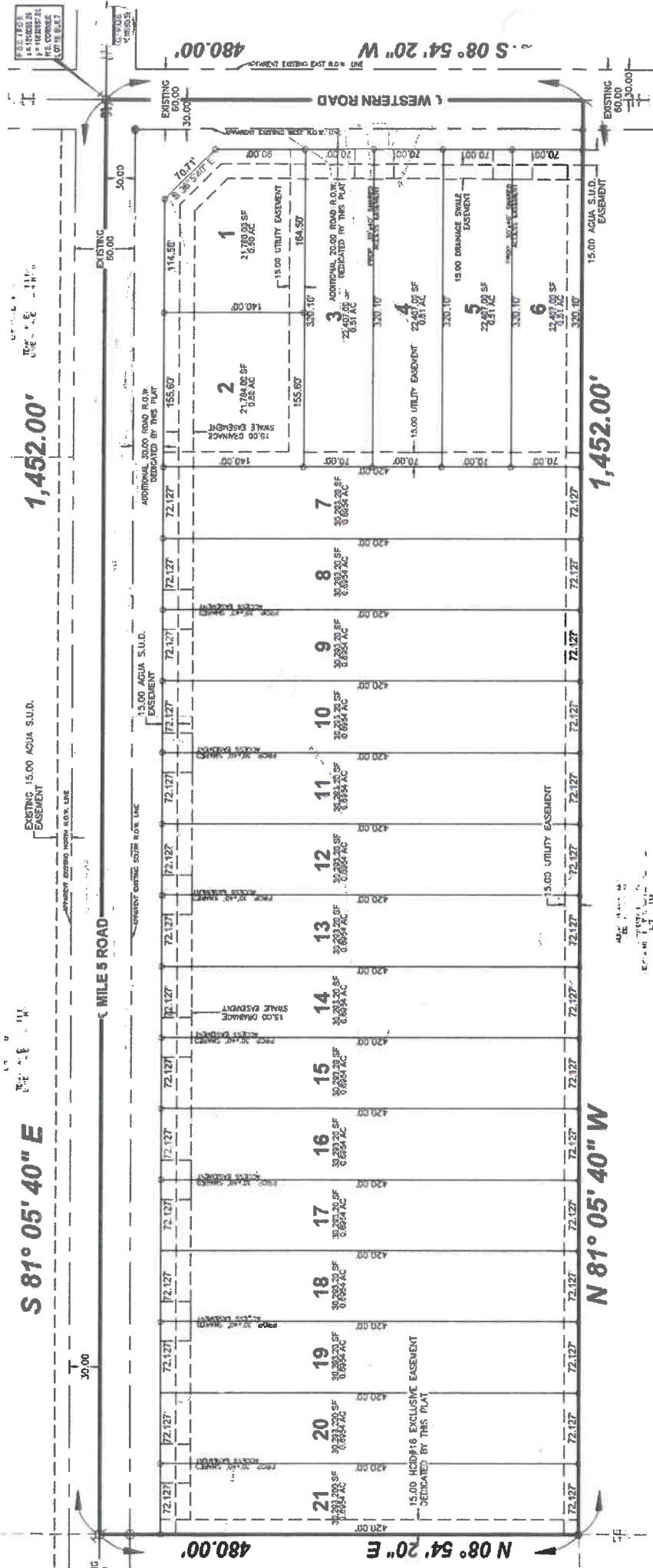
WESTERN AVE.

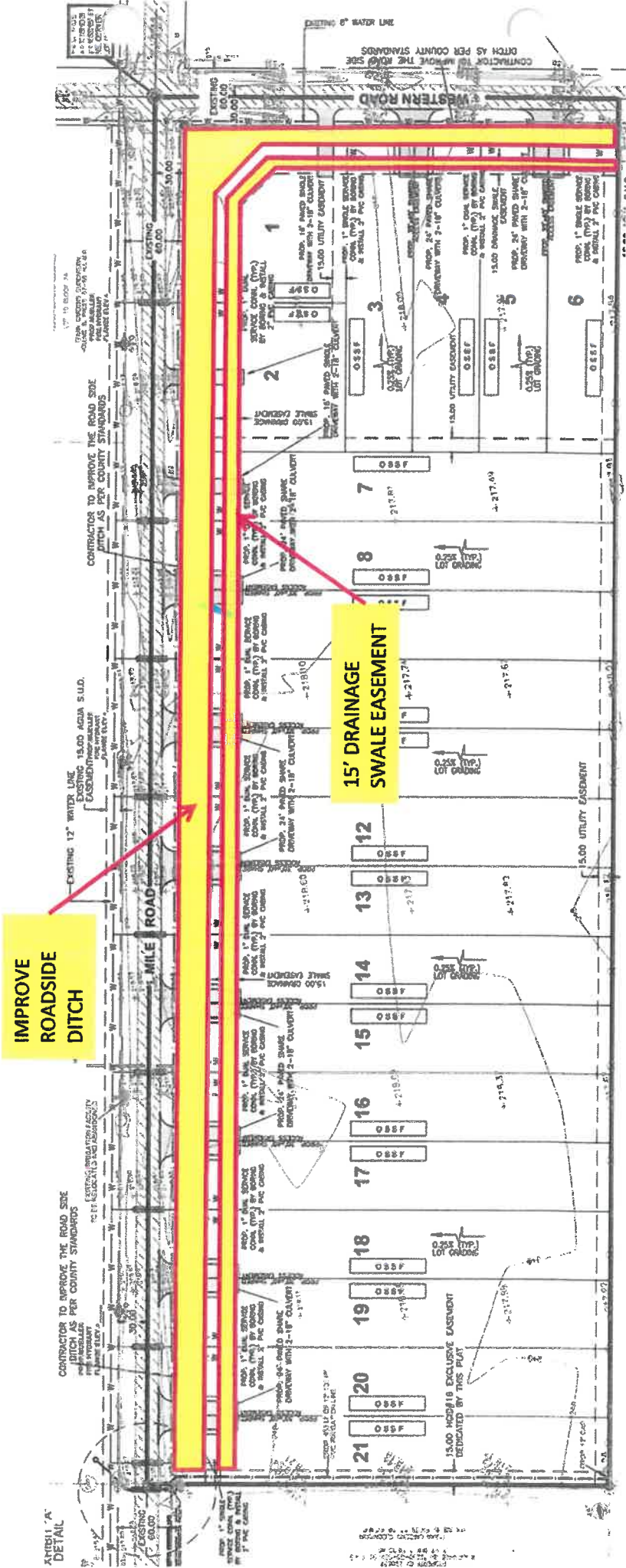


CITY OF MISSION
 HIDALGO COUNTY, TEXAS
 1201 E. 8th Street
 MISSION, TX 78572
 PH: (956) 580-8672
 FAX: (956) 580-8680

Item 41.







NAIN ENGINEERING, L.L.C.
CONSULTING ENGINEER
526 N. 5TH STREET, DONNA, TEXAS. 78537 PH. (956) 784-0218
FIRM NO. F-9050

DRAINAGE REPORT
For
WESTERN MEADOWS SUBDIVISION

I. PROJECT LOCATION

A 16.00 acre tract of land, being all of Lot 18, Block 7, Texas Gardens Subdivision, according to the map recorded in volume 8, pages 57-58, Map Records, Hidalgo County, Texas, and is located at the southwest corner of the intersection of Mile 5 North and Western Road. This property is located within the 2 mile ETJ of the city limits of Mission. (Refer to Exhibit B).

II. FLOOD PLAIN

The subject tract lies in Zone "X", Areas Determined to be outside 500 year flood plain. F.E.M.A.-F.I.R.M. Map No. 480334 0290 D, Map Revised: June 6, 2000. (Refer to Exhibit C).

III. SOIL CONDITIONS

A review of the Soil Survey of Hidalgo County indicates the subject tract lies in an area of predominantly Brennan (3) sandy clay loam soil that has a pour low shrink-swell potential and is listed in Hydrological Group B. (Refer to exhibit D)

IV. EXISTING CONDITIONS

The subject tract is currently undeveloped. The existing terrain has a grade of approximately (0.01%). Existing runoff (8.73 cfs) from the site is by form of sheet flow runs towards the southeast side of this tract.

V. PROPOSED CONDITIONS

The proposed conditions for this subject tract is for 21 lots for residential use. The storm runoff after development will be increase 7.27 cfs for a total 16.00 cfs, I have calculated that 28,314 cf of storm runoff for a 50 year design frequency and will be detained within the property by a proposed detention areas at the front of the lots and ultimately discharging into the regraded road side ditch. An 18 inch pipe with safety end treatment will be required at driveways.



Guillermo A. Arratia, P.E.
12/20/22

Started: 5:54 p.m.

Ended: 5:55 p.m.

Item #2.0

**Preliminary & Final
Plat Approval:**

Western Meadows Subdivision

**A 16.00 acre tract of land, more or less, being all of
Lot 18, Block 7, Texan Gardens Subdivision
Rural E.T.J.**

Developer: Nordhausen Utility Construction, LLC

Engineer: Nain Engineering, LLC

Mr. Ramirez went over write-up stating the proposed subdivision is located at the southwest corner of the intersection of Mile 5 North and Western Road (Mission Rural ETJ) – see vicinity map. The developer is proposing (21) Twenty-One Single Family Residential lots – 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 connect to an existing 12" water line located along the north side of Mile 5 North with a 1" dual/single connection within a 2" casing to provide water service to Lots 1 & 2, and 7-21. For Lots 3-6, services will tie into an existing 8" water line along the west side of Western Rd. There are 3 fire hydrants provided 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 for Lots 1, 2, and 7-21 will be from Mile 5 North and for Lots 3-6 will be from Western Rd. The storm runoff after development will increase 7.27 cfs for a total of 16 cfs (50-year design) to be detained within the property by proposed detention areas at the front of the lots and ultimately discharging into the regraded road-side ditch. The City Engineer has reviewed and approved the drainage report.

RECOMMENDATION

Staff recommends 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 was none.

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



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Abel Bocanegra, P.E., City Engineer
AGENDA ITEM: Authorization to engage TEDSI Infrastructure Group for engineering and surveying services for the HSIP – TxDOT Traffic Signal Design Project - Bocanegra

NATURE OF REQUEST:

The purpose of the HSIP – TxDOT Traffic Signal Design Project is to provide engineering services to design and upgrade 3 existing overhead flashing beacon assemblies and 2 existing signals into fully actuated traffic signals implementing flashing yellow signal heads. Total cost of the proposal is \$164,152.40

BUGETED: Yes / No / N/A **FUND:** _____ **ACCT. #:** 09-414-34420

BUDGET: \$1,419,010 **EST. COST:** \$164,152.40 **CURRENT BUDGET BALANCE:** \$285,621

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Purchasing, Finance

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *RP*

RECORD OF VOTE: **APPROVED:** _____

DISAPPROVED: _____

TABLED: _____

_____ AYES

_____ NAYS

_____ DISSENTING _____

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers
1201 E. Interstate Hwy. 2 ♦ Mission, Texas 78572

October 13, 2023

Mr. Juan Pablo “JP” Terrazas, P.E.
Assistant City Manager/City Engineer
City of Mission
1201 E. 8th Street
Mission, Texas 78572

Reference: HSIP – TxDOT Traffic Signal Design Project

Dear Mr. Terrazas:

TEDSI Infrastructure Group Inc (TEDSI) is pleased to submit the following proposal for engineering & surveying services for the above referenced project. A commitment letter, a detailed scope of services, a project schedule, and project location map will be provided as an attachment. Below is the cost breakdown and a brief description of services for the proposal.

Task 1 - Topographic Surveying Services – Subconsultant Kane-Lindsey	\$12,500.00
Task 2 - Utility Coordination	\$5,610.44
Task 3 - Field Assessment	\$2,820.01
Task 4 - Data Collection Services – Subconsultant CJ Hensch	\$3,125.00
Task 5 - Plan Production / Design Services	\$78,812.71
Task 6 - Environmental Services – Subconsultant GDJ Engineering	\$22,964.00
Task 7 - Procurement Services	\$10,193.80
Task 8 - Construction Support Services	\$17,216.90
Task 9 - PS&E TxDOT’s Documents Preparation	\$4,534.54
Task 10 - TDLR Inspection Services – Subconsultant ACA, LLC	\$6,375.00

Grand Total **\$164,152.40**

Should you have any questions or concerns, please feel free to contact me via email at edietrich@tedsi.com or via phone at 956-424-7898.

Sincerely,
TEDSI INFRASTRUCTURE GROUP, INC.



Eric R. Dietrich, P.E., PTOE
Project Manager

Scope of Work

PROJECT DESCRIPTION

The purpose of the *HSIP – TxDOT Traffic Signal Design Project* is to provide engineering services to design and upgrade 3 existing overhead flashing beacon assemblies and 2 existing signals into fully actuated traffic signals implementing flashing yellow signal heads.

Tasks are as follows:

- Task 1 - Topographic Surveying Services
- Task 2 - Utility Coordination
- Task 3 - Field Assessment
- Task 4 – Turning Movement Data Collection Services
- Task 5 – Design and Plan Production Services
- Task 6 - Environmental Services
- Task 7 - Procurement Services
- Task 8 - Construction Support Services
- Task 9 - PS&E TxDOT’s Documents Preparation
- Task 10 - TDLR Inspection Services

TASK 1 – TOPOGRAPHIC SURVEYING SERVICES

Sub-consultant shall survey existing conditions 100-feet in all directions of intersecting Streets within existing right-of-way at:

- 1) 2-Mile and Holland (Trospen)
- 2) 2-Mile and Stewart Road
- 3) 2-Mile and Glasscock Road
- 4) FM 495 (Griffen Parkway) and Los Ebanos Road, and
- 5) Conway Avenue and 1st Street.

Survey to include Texas 811 utility mark request, identify flashing beacon elements, determine overhead line clearance at edge of pavements/Back of Curb, locate above ground utilities and marked Texas 811 markings, locate roadway features (paint stripes, curb/gutter, crown of road), locate sidewalks and handicap ramps, establish existing intersection right-of-way, and map overhead/aerial lines. The ENGINEER shall review and provide any pertinent comments on the survey.

TASK 2 – UTILITY COORDINATION

The ENGINEER shall:

- Perform Utility Coordination with Utility Owners
- Conduct Utility Coordination Meetings with Utility Owners
- Provide Overall Layouts Showing Potential Utility Conflicts

TASK 3 – FIELD ASSESSMENT

The ENGINEER shall visit each one of the locations to visually assess and inventory site locations.

Scope of Work**TASK 4 – TURNING MOVEMENTS DATA COLLECTION SERVICES**

The sub-consultant shall collect 12-hour Turning Movement Counts at the 6 intersections. ENGINEER shall review and approve collected data for preparation of timing chart for isolated conditions.

TASK 5 – DESIGN AND PLAN PRODUCTION SERVICES

The ENGINEER shall prepare the Plans, Specifications & Estimates package which includes the following:

- Title Sheet
- Index of Sheets
- Summary Tables of Estimated Quantities
- General Notes & Specifications
- Traffic Control General Notes
- Traffic Control Plan Sheets
- Traffic Control Standards
- Existing Conditions Layout
- Proposed Signal Layout (2 sheets)
- Signing and pavement markings
- Curb and Sidewalk Details
- Storm Water Pollution Prevention Plan
- Storm Water Pollution Prevention Plan Standards
- Construction Cost Estimates
- Specifications, TXDOT Standards as Needed

All deliverables via email in pdf format, excel format where appropriate.

ENGINEER to provide 30%, 60% and 90% review submittals. ENGINEER to address City's comments.

TASK 6 – ENVIRONMENTAL SERVICES

Sub-consultant shall prepare:

A Phase I Environmental Site Assessment will be completed in accordance with ASTM International's approved ASTM E1527-21.

- a. Compilation and review of Public Records that may indicate potential contamination or deposition of hazardous materials on the subject property (ies).
 - b. Site Reconnaissance would be completed to inspect for evidence of past and/or current presence of hazardous materials on the subject property (ies) and adjacent properties.
 - c. Report Preparation which will include maps, sources consulted, transcripts of interviews (if applicable), recommendations, findings, and document records.
2. A field/site investigation will be completed, and photos will be included in the documentation.
 3. Preparation of TxDOT EPIC and TPWD BMP sheets would be completed in accordance with TxDOT latest standards.
 4. General Guidelines for Preparation of Environmental Documents

Scope of Work

- a. All reports and coordination will be submitted electronically to the Client.
- b. The Engineer will provide one (1) hard copy to the Client upon request.
- c. Exhibits in the environmental document shall be color copies and text shall be black and white.
- d. If required, services that would be performed at an additional cost, that are not included in this scope, are as follows:
 - i. Any sampling, analysis or any environmental hazard or contamination (including but not limited to asbestos-containing materials, lead based paint, or radon).
 - ii. Any wetland delineations.
 - iii. Remedial or corrective actions.
 - iv. Any Phase II ESA activities.

The ENGINEER shall review and provide any pertinent comments on the assessment.

TASK 7 – PROCUREMENT

The ENGINEER shall:

- Prepare Bid Documents
- Attend and Prepare Minutes for Pre-Bid Conference
- Respond to Requests for Information (RFI)
- Issue Addendum(s)

TASK 8 – CONSTRUCTION SUPPORT SERVICES

The ENGINEER shall:

- Respond to Request for Information (RFI)
- Engineering Support

TASK 9 – PS&E TxDOT’s DOCUMENT PREPARATION

The ENGINEER shall:

- Obtain access to TxDOT Connect
- Prepare various forms, Construction Cost Estimate and Construction Time Determination using information obtained from TxDOT Connect

TASK 10 – TDLR INSPECTION SERVICES

The sub-consultant shall:

- Conduct a TDLR Texas Public Right of Way Standards (Tx.PROW) plan review
- Conduct a TxPOW inspection

Scope of Work

TDLR requires a fee to register each project. Upon receipt of the fees, registration form, and plans in pdf, Sub-consultant will register the project, pay the registration fee, review the plans, and submit the plan review report to the owner and the ENGINEER.

The sub-consultant will conduct the inspection when a Request for Inspection form is submitted by the Owner. The inspection will be conducted with a representative of the owner on site and the report will be submitted to the same parties as the plan review. All required forms and reports to TDLR will also be submitted.

SERVICES INCLUDED IN THIS SCOPE:

- The ENGINEER shall coordinate and schedule meetings with the CITY.
- The ENGINEER will incorporate CITY comments into the PS&E.
- The ENGINEER shall develop PS&E in conformance with TxDOT requirements and Standards, including any appropriate Texas Accessibility Standards (TAS) design considerations.
- The ENGINEER shall use TxDOT specifications.
- The ENGINEER shall coordinate with the utility companies for public ROW utilities.
- The ENGINEER shall prepare Construction Cost Estimate.
- The ENGINEER shall prepare General Notes for construction.
- The ENGINEER shall prepare PS&E in English units on 11” X 17” sheets.

SERVICES NOT INCLUDED IN THIS SCOPE:

- Traffic Impact Analysis Study Preparation
- Modifications to existing Traffic Impact Analysis Reports
- ROW acquisition services
- Development of standards. TxDOT standards will be used.
- Development of Specifications. TxDOT specifications will be used.
- Submittal of documents to other agencies not specified in scope of services.
- Coordination with regulatory agencies not specified in the scope.
- Perform evaluations and other tasks related to permitting issues for locations or elements of the project.
- Design or detailing of interconnect system or signal progression.
- Utility Coordination for utilities located outside public ROW.
- Construction staking
- Testing Services
- Advertisement and award of construction contract.
- Bid Services (bid tabulation and award recommendation)
- Construction Management (inspections, site visits, review/approval of shop drawings, walk thru, punch list, request for payments and retainage release)
- Traffic Control for geotechnical services.
- Surveying services does not include sub surface investigations.
- Surveying services does not include right-of-way-mapping, parcel plats or acquisition.

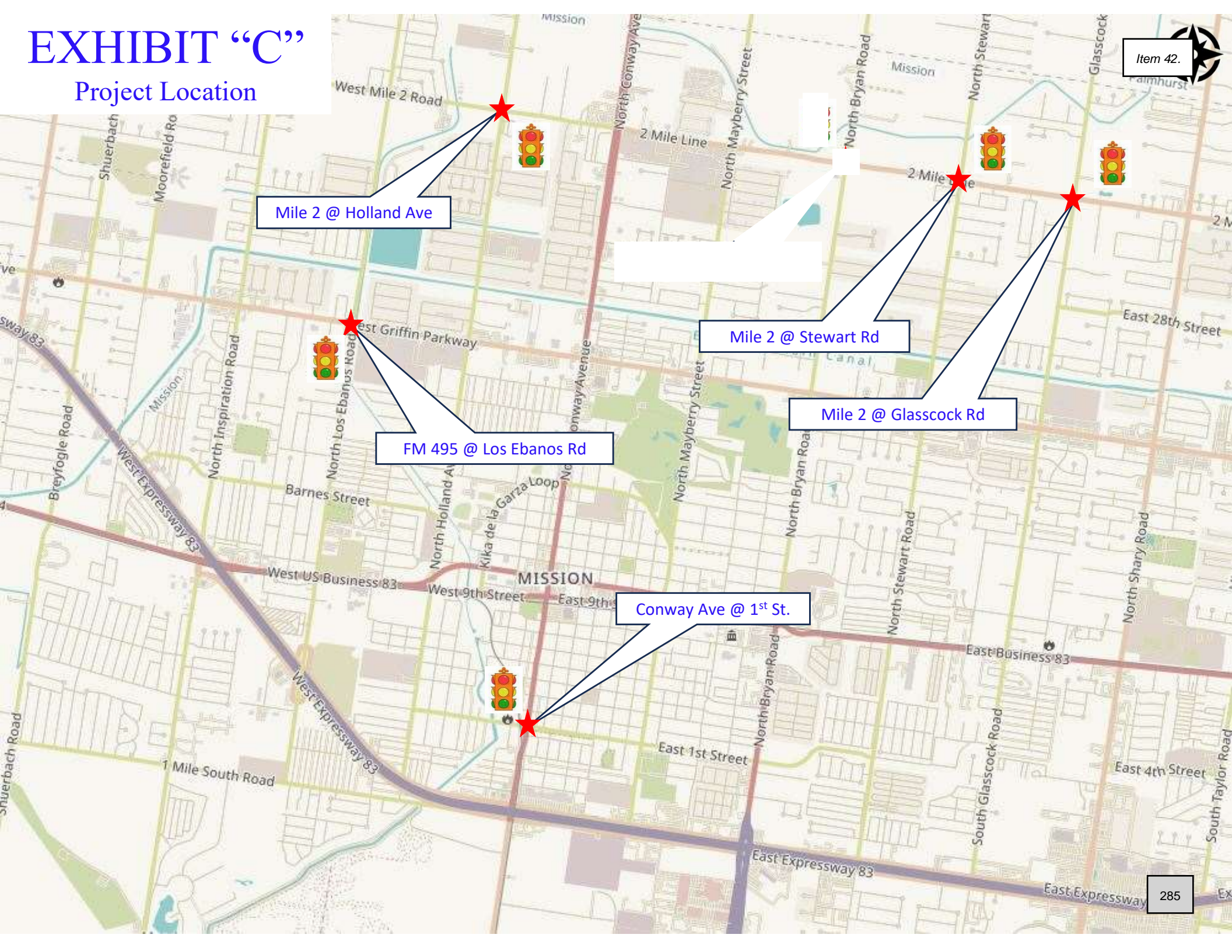
Project Schedule

TASK	MONTHS FROM NOTICE TO PROCEED							
	1	2	3	4	5	6	7	8
Field Topographic Survey	X							
Utility Coordination	X	X	X	X				
Plans, Specifications & Estimates (PS&E)	X	X	X	X				
Environmental Services	X	X	X	X				
Procurement					X	X		
Construction Support Services							X	X

Note: This schedule is subject to change due to its dependency on inclement weather and signal equipment acquisition time.

EXHIBIT "C"

Project Location



Mile 2 @ Holland Ave

Mile 2 @ Stewart Rd

Mile 2 @ Glasscock Rd

FM 495 @ Los Ebanos Rd

Conway Ave @ 1st St.

Item 42.



**CITY OF
MISSION**

**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: October 23, 2023
PRESENTED BY: Angie Vela, Finance Director
AGENDA ITEM: Approval of the August 2023 Financial Statements – Vela

NATURE OF REQUEST:

August 2023 Adjusted Financials (attached)

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 _____



CITY OF MISSION, TEXAS FINANCIAL SUMMARY REPORT as of August 31, 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	772	1,023	1,795	49.52%
11-Executive	-	-	0.00%	923,873	57,612	1,200	58,812	86.85%
12-Finance	446,000	5,232	6.81%	896,573	72,385	2,088	74,474	82.64%
13-Municipal Court	810,500	66,796	101.59%	691,491	51,340	-	51,340	80.46%
14-Planning	1,480,000	451,102	136.54% ¹	1,312,724	84,564	42,346	126,910	79.49%
15-Facilities Maint.	-	-	0.00%	1,239,569	84,252	71,881	156,133	84.70%
16-Fleet Maint.	-	-	0.00%	1,243,176	86,961	100,022	186,984	90.04%
17-Organizational	48,682,444	(899,971)	79.82%	2,639,503	76,109	241,319	317,428	84.17%
18-Purchasing	-	-	0.00%	336,404	23,933	6,140	30,073	85.69%
19-City Secretary	213,200	12,628	62.36%	431,782	29,163	8,361	37,524	86.04%
22-Risk	25,000	8,848	430.02% ²	696,559	13,879	3,298	17,177	93.85%
24-Civil Service	-	-	0.00%	198,300	13,056	1,441	14,497	72.39%
25-Human Resources	-	-	0.00%	367,220	27,097	50	27,147	84.90%
26-Information Tech.	-	-	0.00%	1,138,944	42,279	81,628	123,908	88.17%
27-Media Relations	-	-	0.00%	324,098	25,050	1,896	26,946	86.78%
28-Legal	-	-	0.00%	561,239	33,321	11,906	45,226	75.60%
30-Police	1,417,518	179,008	86.63%	20,249,547	1,479,510	113,686	1,593,196	84.74%
31-Fire	45,000	6,296	736.09% ³	11,716,877	728,395	4,383,991	5,112,386	105.06% ¹
32-Fire Prevention	-	-	0.00%	843,123	62,647	1,272	63,919	88.36%
40-Streets	-	18,000	0.00%	5,141,925	416,040	188,241	604,281	87.01%
43-Health Regulation & Inspection	89,500	5,230	61.48%	362,945	24,107	3,424	27,531	70.49%
44-Animal Welfare	-	-	0.00%	652,690	59,509	35,076	94,585	84.99%
51-Mission Historical Museum	-	-	0.00%	366,119	26,812	428	27,240	82.46%
60-Parks & Rec Administration	-	-	0.00%	271,590	20,459	600	21,059	84.07%
61-Parks	25,000	8,165	90.70%	3,095,598	197,887	67,902	265,788	68.65%
63-Recreation	46,500	6,858	115.24% ⁴	408,164	47,683	2,545	50,228	76.44%
64-Library	140,500	3,612	86.24%	1,564,140	178,073	42,098	220,171	78.66%
65-Bannworth Pool	45,000	6,034	68.03%	283,646	17,070	8,465	25,535	62.76%
67-Mayberry Pool	30,000	2,543	119.25% ⁴	339,212	42,807	5,872	48,679	87.55%
98-Transfers Out	2,783,707	2,783,707	100.00%	3,305,658	1,368,944	-	1,368,944	41.41%
GENERAL FUND	56,279,869	2,664,088	82.94%	61,638,277	5,391,717	5,428,199	10,819,916	85.29%
SPECIAL REVENUE FUNDS	35,873,355	14,481,560	52.36%	38,271,174	2,671,369	5,735,846	8,407,215	57.76%
CAPITAL PROJECTS FUNDS	14,281,634	(27,435)	55.96%	32,127,137	3,053,974	16,659,761	19,713,734	105.47%
DEBT SERVICE FUNDS	7,036,000	1,453,702	85.75%	6,162,067	1,032,109	-	1,032,109	99.95%
UTILITY FUND	25,970,339	2,412,752	78.90%	25,860,006	4,370,346	1,155,681	5,526,027	78.16%
GOLF COURSE FUND	975,000	51,081	96.33%	1,598,144	121,758	59,098	180,855	71.58%
SOLID WASTE FUND	12,118,871	734,169	60.17%	12,549,631	1,129,759	4,688,993	5,818,752	90.10%
EVENT CENTER FUND	860,100	340,159	76.90%	877,333	73,504	15,032	88,536	74.81%
INTERNAL SERVICE FUND	7,180,583	583,833	84.22%	6,831,277	586,185	4,208	590,393	87.61%
Grand Total	160,575,751	22,693,910		185,915,046	18,430,719	33,746,818	52,177,537	

4th Quarter
All Exp < 100%

Adjusted FUND BALANCE 8/31/2023
3,672,700
4,743,322
10,501,606
1,347,690
3,014,127
(5,554,663)
5,038,872
(220,354)
9,021
22,552,319

¹ Increase in inspection and construction fees due to high development.

² Increase in insurance claims due to wind storm damage.

³ Increase in reimbursements for ambulance services.

⁴ Summer program increase in revenues.

¹ Fire Encumbrance for Enforcer Pumper results in increase of budget percentage.

**CITY OF MISSION, TEXAS
GENERAL FUND
FINANCIAL STATEMENTS FOR THE MONTH ENDING 8/31/23**

	General Fund
Adjusted Fund Balance	\$ 6,400,328.23
Revenues:	
Property Taxes	(3,084,327.85)
Sales Taxes	1,813,992.89
Other Taxes	340,425.20
Licenses and permits	121,757.55
Intergovernmental Revenues	197,159.74
Charges for Services	381,491.95
Fines and Forfeits	70,126.04
Interest Earned	3,632.10
Miscellaneous	36,123.52
Total Revenues:	(119,618.86)
Transfers In:	2,783,707.00
Total Resources Available:	9,064,416.37
Expenditures:	
Legislative	771.98
Executive	57,612.27
Finance	72,385.41
Municipal Court	51,340.08
Planning	84,564.36
Facilities Maintenance	84,252.42
Fleet Maintenance	86,961.46
Organizational	76,108.88
Purchasing	23,932.53
City Secretary	29,162.74
Risk Management	13,879.01
Civil Service	13,056.21
Human Resources	27,097.36
Information Technology	42,279.38
Media Relations	25,049.69
Legal	33,320.75
Police	1,479,509.82
Fire	728,395.24
Fire Prevention	62,647.07
Streets	416,040.44
Health	24,106.86
Animal Welfare	59,509.22
Museum	26,812.31
Parks and Recreation	20,459.12
Parks	197,886.77
Recreation	47,682.75
Library	178,072.98
Bannworth Pool	17,069.51
Mayberry Pool	42,806.55
Total Expenditures:	4,022,773.17
Transfers - Out:	1,368,943.50
Ending Fund Balance: (adjusted)	\$ 3,672,699.70

**CITY OF MISSION, TEXAS
GENERAL FUND
FINANCIAL STATEMENTS FOR THE MONTH ENDING 8/31/23**

	General Fund
Assets:	
Cash:	4,059.00
Investments:	496,590.37
Prepaid items	13,291.62
Receivables:	
Taxes	369,406.52
Accounts	2,311,302.78
Less: allowance for uncollectibles	(1,920,860.00)
Accrued interest receivable	(2.73)
Due from other governments	293,718.00
Due from other funds	5,609,563.03
Long-term receivable	5,800.00
Inventory	23,553.73
Total Assets:	7,206,422.32
Liabilities and Fund Balance:	
Other liabilities	377,094.01
Accrued payroll	(4,204.86)
Due to other funds	3,434,166.12
Deferred Revenue	(273,332.65)
Total Liabilities	3,533,722.62
Net Assets:	
Nonspendable	42,645.35
Committed	4,894,200.83
Unassigned	(1,264,146.48)
Total Fund Balance	\$ 3,672,699.70

FINANCIAL STATEMENT
AS OF: AUGUST 31, 2023

01 -GENERAL FUND

	ANNUAL BUDGET	CURRENT PERIOD	Y-T-D ACTUAL	% OF BUDGET	Y-T-D ENCUM.	BUDGET BALANCE
REVENUE SUMMARY						
	56,279,868.50	2,664,088.14	46,678,045.53	82.94	0.00	9,601,822.97
*** TOTAL REVENUES ***	56,279,868.50	2,664,088.14	46,678,045.53	82.94	0.00	9,601,822.97
EXPENDITURE SUMMARY						
10-LEGISLATIVE	35,588.00	771.98	16,601.83	49.52	1,023.07	17,963.10
11-EXECUTIVE	923,873.00	57,612.27	801,219.15	86.85	1,200.00	121,453.85
12-FINANCE	896,573.00	72,385.41	738,863.26	82.64	2,088.14	155,621.60
13-MUNICIPAL COURT	691,491.00	51,340.08	556,374.53	80.46	0.00	135,116.47
14-PLANNING	1,312,724.00	84,564.36	1,001,102.67	79.49	42,346.01	269,275.32
15-FACILITIES MAINTENANCE	1,239,569.00	84,252.42	978,035.85	84.70	71,880.88	189,652.27
16-FLEET MAINTENANCE	1,243,176.00	86,961.46	1,019,363.51	90.04	100,022.14	123,790.35
17-ORGANIZATIONAL EXPENSE	2,639,502.72	76,108.88	1,980,236.62	84.17	241,319.04	417,947.06
18-PURCHASING	336,404.00	23,932.53	282,121.58	85.69	6,140.00	48,142.42
19-CITY SECRETARY	431,782.00	29,162.74	363,157.05	86.04	8,361.08	60,263.87
22-RISK MANAGEMENT	696,559.00	13,879.01	650,442.25	93.85	3,298.45	42,818.30
23-ELECTIONS	0.00	0.00	0.00	0.00	0.00	0.00
24-CIVIL SERVICE	198,300.00	13,056.21	142,109.79	72.39	1,441.00	54,749.21
25-HUMAN RESOURCES	367,220.00	27,097.36	311,719.89	84.90	50.00	55,450.11
26-INFORMTION TECHNOLOGY	1,138,944.00	42,279.38	922,621.15	88.17	81,628.32	134,694.53
27-MEDIA RELATIONS	324,098.00	25,049.69	279,352.64	86.78	1,896.06	42,849.30
28-LEGAL	561,239.00	33,320.75	412,415.21	75.60	11,905.52	136,918.27
30-POLICE	20,249,547.00	1,479,509.82	17,045,269.41	84.74	113,686.17	3,090,591.42
31-FIRE	11,716,877.00	728,395.24	7,925,973.34	105.06	4,383,990.91	(593,087.25)
32-FIRE PREVENTION	843,123.00	62,647.07	743,751.64	88.36	1,271.60	98,099.76
40-STREETS	5,141,925.00	416,040.44	4,285,559.32	87.01	188,240.71	668,124.97
43-HEALTH REGULATION & IN	362,945.00	24,106.86	252,421.70	70.49	3,424.11	107,099.19
44-ANIMAL CONTROL	652,690.00	59,509.22	519,670.64	0.00	35,075.95	97,943.41
51-MISSION HISTORICAL MUS	366,119.00	26,812.31	301,484.63	82.46	428.00	64,206.37
60-PARKS & RECREATION ADM	271,590.00	20,459.12	227,713.15	84.07	600.00	43,276.85
61-PARKS	3,095,598.00	197,886.77	2,057,269.04	68.65	67,901.63	970,427.33
63-RECREATION	408,164.00	47,682.75	309,468.25	76.44	2,545.00	96,150.75
64-LIBRARY	1,564,140.00	178,072.98	1,188,326.40	78.66	42,097.73	333,715.87
65-BANNWORTH POOL	283,646.00	17,069.51	169,541.41	62.76	8,465.18	105,639.41
67-MAYBERRY POOL	339,212.00	42,806.55	291,123.51	87.55	5,872.27	42,216.22
99-TRANSFERS OUT	3,305,658.00	1,368,943.50	1,368,943.50	41.41	0.00	1,936,714.50
*** TOTAL EXPENDITURES ***	61,638,276.72	5,391,716.67	47,142,252.92	85.29	5,428,198.97	9,067,824.83

CITY OF MISSION, TEXAS
SPECIAL REVENUE BONDS
FINANCIAL STATEMENTS FOR THE MONTH ENDING 8/31/23

	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
Adjusted Fund Balance	\$ (7,066,869.50)	\$ (8,550.29)	\$ 84,446.37	\$ 337,814.10	\$ 244,922.27	\$ (8,026,907.25)
Revenues:						
Intergovernmental Revenues	9,075,814.02	201,848.37	-	49,703.84	-	8,699,261.81
Other taxes	3,879,774.61	-	-	-	-	-
Charges for Services	48,019.70	-	-	-	3,694.11	-
Interest Earned	3,101.00	-	144.41	-	-	2,396.85
Miscellaneous	362.50	-	362.50	-	-	-
Special Assessments	105,544.70	-	-	-	-	-
Total Revenues:	<u>13,112,616.53</u>	<u>201,848.37</u>	<u>506.91</u>	<u>49,703.84</u>	<u>3,694.11</u>	<u>8,701,658.66</u>
Transfers In:	1,368,943.50	-	-	-	-	-
Total Resources Available:	<u>7,414,690.53</u>	<u>193,298.08</u>	<u>84,953.28</u>	<u>387,517.94</u>	<u>248,616.38</u>	<u>674,751.41</u>
Expenditures:						
Police	181,498.76	-	7,772.50	68,726.20	-	105,000.06
Media	927.44	-	-	-	-	-
Organizational	1,293,683.07	-	-	-	-	1,142,462.88
Municipal Court	3,581.79	-	-	-	200.58	-
Fire	44,859.74	-	-	-	-	44,859.74
Health	2,080.50	-	-	-	-	2,080.50
Parks/Recreation	4,430.57	-	-	-	-	-
Drainage	24,859.05	-	-	-	-	-
Perpetual Care	90.37	-	-	-	-	-
Boys & Girls Club	64,672.12	-	-	-	-	-
Veteran's Cemetery	40,207.02	-	-	-	-	-
CDBG	187,852.61	187,852.61	-	-	-	-
CDBG-CV (CARES)	22,625.59	22,625.59	-	-	-	-
Total Expenditures:	<u>1,871,368.63</u>	<u>210,478.20</u>	<u>7,772.50</u>	<u>68,726.20</u>	<u>200.58</u>	<u>1,294,403.18</u>
Transfers - Out:	800,000.00	-	-	-	-	-
Ending Adjusted Fund Balance:	<u>\$ 4,743,321.90</u>	<u>\$ (17,180.12)</u>	<u>\$ 77,180.78</u>	<u>\$ 318,791.74</u>	<u>\$ 248,415.80</u>	<u>\$ (619,651.77)</u>
Assets:						
Cash:	14,056,250.59	284,831.79	45,760.21	316,535.24	248,415.80	7,571,752.31
Investments:	776,194.52	-	32,195.26	(571.60)	-	-
Receivables:						
Accounts	334,837.06	168.81	-	2,828.10	-	20.35
Less: allowance for uncollectibles	(17,858.46)	-	-	-	-	-
Due from other governments	87,134.23	-	-	-	-	87,134.23
Due from other funds	576,271.60	765.67	-	-	-	575,505.93
Total Assets	<u>15,812,829.54</u>	<u>285,766.27</u>	<u>77,955.47</u>	<u>318,791.74</u>	<u>248,415.80</u>	<u>8,234,412.82</u>
Liabilities and Fund Balance:						
Accounts Payable	129,772.27	1,296.95	-	-	-	125,528.00
Other liabilities	25,496.34	5,333.41	774.69	-	-	11,211.15
Due to other funds	1,585,444.84	296,316.03	-	-	-	9,209.70
Deferred Revenue	9,328,794.19	-	-	-	-	8,708,115.74
Total Liabilities	<u>11,069,507.64</u>	<u>302,946.39</u>	<u>774.69</u>	<u>-</u>	<u>-</u>	<u>8,854,064.59</u>
Net Assets						
Restricted Fund Balance	<u>\$ 4,743,321.90</u>	<u>\$ (17,180.12)</u>	<u>\$ 77,180.78</u>	<u>\$ 318,791.74</u>	<u>\$ 248,415.80</u>	<u>\$ (619,651.77)</u>

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 Memorial Breyfogle Fund 26
\$ 693,261.89	\$ 19,634.20	\$ 9,645.67	\$ 27,476.62	\$ 747,771.25	\$ 176,195.60	\$ 6,811.75
-	-	-	-	-	-	-
-	-	-	-	8,692.27	-	-
-	-	1,328.60	-	-	2,309.15	-
518.12	-	-	-	20.81	-	-
-	-	-	-	-	-	-
105,544.70	-	-	-	-	-	-
106,062.82	-	1,328.60	-	8,713.08	2,309.15	-
-	-	-	-	-	-	-
<u>799,324.71</u>	<u>19,634.20</u>	<u>10,974.27</u>	<u>27,476.62</u>	<u>756,484.33</u>	<u>178,504.75</u>	<u>6,811.75</u>
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
24,859.05	-	-	-	-	-	-
-	90.37	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
24,859.05	90.37	-	-	-	-	-
500,000.00	-	-	-	300,000.00	-	-
<u>\$ 274,465.66</u>	<u>\$ 19,543.83</u>	<u>\$ 10,974.27</u>	<u>\$ 27,476.62</u>	<u>\$ 456,484.33</u>	<u>\$ 178,504.75</u>	<u>\$ 6,811.75</u>
-	19,543.83	10,974.27	27,476.62	173,899.99	179,076.35	6,811.75
472,738.95	-	-	-	65,487.10	(571.60)	-
114,209.51	-	-	-	217,097.24	-	-
(17,858.46)	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
<u>569,090.00</u>	<u>19,543.83</u>	<u>10,974.27</u>	<u>27,476.62</u>	<u>456,484.33</u>	<u>178,504.75</u>	<u>6,811.75</u>
-	-	-	-	-	-	-
127.94	-	-	-	-	-	-
294,496.40	-	-	-	-	-	-
-	-	-	-	-	-	-
<u>294,624.34</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>\$ 274,465.66</u>	<u>\$ 19,543.83</u>	<u>\$ 10,974.27</u>	<u>\$ 27,476.62</u>	<u>\$ 456,484.33</u>	<u>\$ 178,504.75</u>	<u>\$ 6,811.75</u>

SPECIAL REVENUE PAGE 3						
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
\$ -	\$ 174,679.31	\$ (717,709.31)	\$ 667,955.69	\$(1,439,960.60)	\$ (67,911.49)	\$ 3,554.72
-	-	-	-	-	125,000.00	-
-	-	-	-	-	-	3,871,082.34
-	2,433.76	-	26,359.08	11,895.00	-	-
-	-	-	20.81	-	-	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	2,433.76	-	26,379.89	11,895.00	125,000.00	3,871,082.34
-	-	868,943.50	-	500,000.00	-	-
-	177,113.07	151,234.19	694,335.58	(928,065.60)	57,088.51	3,874,637.06
-	-	-	-	-	-	-
-	-	-	927.44	-	-	-
-	-	151,220.19	-	-	-	-
-	3,381.21	-	-	-	-	-
-	-	-	-	-	-	-
4,430.57	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	-	-	64,672.12	-	-
-	-	-	-	-	40,207.02	-
-	-	-	-	-	-	-
4,430.57	3,381.21	151,220.19	927.44	64,672.12	40,207.02	-
-	-	-	-	-	-	-
\$ (4,430.57)	\$ 173,731.86	\$ 14.00	\$ 693,408.14	\$ (992,737.72)	\$ 16,881.49	\$ 3,874,637.06
616,247.88	174,732.23	14.00	486,491.73	-	19,049.53	3,874,637.06
-	-	-	206,916.41	-	-	-
-	-	-	-	465.12	47.93	-
-	-	-	-	-	-	-
-	-	-	-	-	-	-
616,247.88	174,732.23	14.00	693,408.14	465.12	19,097.46	3,874,637.06
-	411.38	-	-	2,535.94	-	-
-	588.99	-	-	5,244.19	2,215.97	-
-	-	-	-	985,422.71	-	-
620,678.45	-	-	-	-	-	-
620,678.45	1,000.37	-	-	993,202.84	2,215.97	-
\$ (4,430.57)	\$ 173,731.86	\$ 14.00	\$ 693,408.14	\$ (992,737.72)	\$ 16,881.49	\$ 3,874,637.06

**CITY OF MISSION, TEXAS
CAPITAL PROJECTS FUNDS
FINANCIAL STATEMENTS FOR THE MONTH ENDING 08/31/23**

	Total	Capital Projects Fund 09	2018 CO Fund 75	2021 CO Fund 76
Adjusted Beginning Fund Balance	\$ 13,583,013.77	\$ (4,140,729.08)	\$ 5,189,963.13	\$ 12,533,779.72
Revenues:				
TXDOT Reimb.	3,918.18	3,918.18	-	-
MRA Reimb.	(78,439.52)	(78,439.52)	-	-
Interest Earned	47,086.83	-	19,033.70	28,053.13
Total Revenues:	<u>(27,434.51)</u>	<u>(74,521.34)</u>	<u>19,033.70</u>	<u>28,053.13</u>
Transfers In:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Resources Available:	<u><u>13,555,579.26</u></u>	<u><u>(4,215,250.42)</u></u>	<u><u>5,208,996.83</u></u>	<u><u>12,561,832.85</u></u>
Expenditures:				
Police & Fire Substation	273,858.84	273,858.84	-	-
Streets-Taylor Rd Project	140,238.84	140,238.84	-	-
Streets-S Inspiration/Military Loop	20,138.47	20,138.47	-	-
Facilities - Golf Club House	63,812.50	-	63,812.50	-
Facilities - City Hall Roof	261,002.70	-	261,002.70	-
Facilities - Tom Landry Building	1,626.57	-	1,626.57	-
Parks - Lions Park Projects	151,645.40	-	151,645.40	-
Drainage - Esperanza	378,950.64	-	-	378,950.64
Drainage - Glasscock	1,047,049.51	-	-	1,047,049.51
Drainage - Stewart A	707,768.82	-	-	707,768.82
Drainage - Tulip	7,881.42	-	-	7,881.42
Total Expenditures:	<u>3,053,973.71</u>	<u>434,236.15</u>	<u>478,087.17</u>	<u>2,141,650.39</u>
Transfers - Out:	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Ending Adjusted Fund Balance:	<u><u>\$ 10,501,605.55</u></u>	<u><u>\$ (4,649,486.57)</u></u>	<u><u>\$ 4,730,909.66</u></u>	<u><u>\$ 10,420,182.46</u></u>
Assets:				
Cash:	945,319.94	-	568,314.28	377,005.66
Investments:	14,596,261.49	-	4,189,110.58	10,407,150.91
Due from other governments	2,798,948.38	2,798,948.38	-	-
Total Assets	<u><u>18,340,529.81</u></u>	<u><u>2,798,948.38</u></u>	<u><u>4,757,424.86</u></u>	<u><u>10,784,156.57</u></u>
Liabilities and Fund Balance:				
Accounts Payable	390,489.31	-	26,515.20	363,974.11
Retainage Payable	347,002.23	347,002.23	-	-
Due to other funds	6,318,056.71	6,318,056.71	-	-
Deferred Revenue	783,376.01	783,376.01	-	-
Total Liabilities	<u><u>7,838,924.26</u></u>	<u><u>7,448,434.95</u></u>	<u><u>26,515.20</u></u>	<u><u>363,974.11</u></u>
Net Assets				
Restricted Fund Balance	<u><u>\$ 10,501,605.55</u></u>	<u><u>\$ (4,649,486.57)</u></u>	<u><u>\$ 4,730,909.66</u></u>	<u><u>\$ 10,420,182.46</u></u>

**CITY OF MISSION, TEXAS
DEBT SERVICE FUND
FINANCIAL STATEMENTS FOR THE MONTH ENDING 8/31/23**

	Debt Service Fund 08
Adjusted Fund Balance	\$ 926,096.06
Revenues:	
Property Taxes	(496,482.93)
MEDC Reimbursement	1,000,000.00
Interest Earned	185.21
Total Revenues:	503,702.28
Transfers In:	950,000.00
Total Resources Available:	2,379,798.34
Expenditures:	
Bond Interest	1,031,958.75
Agent fees	150.00
Total Expenditures:	1,032,108.75
Transfers - Out:	-
Adjusted Fund Balance:	\$ 1,347,689.59
Assets:	
Cash:	1,112,265.07
Investments:	235,424.52
Receivables:	
Taxes	2,228,028.50
Less: allowance for uncollectibles	(192,141.30)
Total Assets	3,383,576.79
Liabilities and Fund Balance:	
Deferred Revenue	2,035,887.20
Total Liabilities	2,035,887.20
Net Assets:	
Restricted Fund Balance	\$ 1,347,689.59

**CITY OF MISSION, TEXAS
UTILITY ENTERPRISE FUND
FINANCIAL STATEMENTS FOR THE MONTH ENDING 08/31/23
ADJUSTED**

	Total Utility Funds 02	Utility Fund	Utility Reserve & Ext Funds	Utility I&S Funds	Utility Capital Project Fund
Beginning Adjusted Retain Earnings	\$ 4,971,682.76	\$ 1,524,216.33	\$ 745,376.78	\$ 2,530,922.74	\$ 171,166.91
Adjustment to Prior Year Retain Earnings	37.00	37.00	-	-	-
Adjusted Retain Earnings	\$ 4,971,719.76	\$ 1,524,253.33	\$ 745,376.78	\$ 2,530,922.74	\$ 171,166.91
Revenues:					
Charges for Services	2,365,109.41	2,365,109.41	-	-	-
Reimbursements	34,863.75	34,863.75	-	-	-
Interest Earned	4,223.84	2,520.86	532.87	1,126.38	43.73
Miscellaneous	495.09	495.09	-	-	-
Sale of Assets	0.30	0.30	-	-	-
Special Assessments	8,060.00	8,060.00	-	-	-
Total Revenues:	2,412,752.39	2,411,049.41	532.87	1,126.38	43.73
Transfers In:	-	-	-	-	-
Total Resources Available:	7,384,472.15	3,935,302.74	745,909.65	2,532,049.12	171,210.64
Expenditures:					
Administration	71,495.09	71,495.09	-	-	-
Water Distribution	596,101.09	596,101.09	-	-	-
Water Treatment	149,682.31	149,682.31	-	-	-
Wastewater Treatment	139,123.15	139,123.15	-	-	-
Industrial Pre-Treatment	12,656.78	12,656.78	-	-	-
Utility Billing and Collecting	41,522.43	41,522.43	-	-	-
Organizational Expense	78,017.22	78,017.22	-	-	-
Meter Readers	47,359.97	47,359.97	-	-	-
North Water Plant	207,312.01	207,312.01	-	-	-
Golf Course:					
Club House	-	-	-	-	-
Grounds	-	-	-	-	-
Restaurant	-	-	-	-	-
Organizational	-	-	-	-	-
Solid Waste	-	-	-	-	-
Event Center	-	-	-	-	-
Bond Payments & Fees	243,368.50	-	-	243,368.50	-
Total Expenditures:	1,586,638.55	1,343,270.05	-	243,368.50	-
Transfers - Out:	2,783,707.00	2,783,707.00	-	-	-
Ending Retain Earnings: (adjusted)	\$ 3,014,126.60	\$ (191,674.31)	\$ 745,909.65	\$ 2,288,680.62	\$ 171,210.64
Assets:					
Cash:	3,669,352.32	3,669,352.32	-	-	-
Investments:	1,162,813.76	1,162,813.76	-	-	-
Prepaid items	6,100.00	6,100.00	-	-	-
Receivables:					
Accounts	2,289,367.96	2,289,367.96	-	-	-
Less: allowance for uncollectibles	(335,575.48)	(335,575.48)	-	-	-
Accrued interest receivable	1,074.99	1,074.99	-	-	-
Due from other funds	599,479.51	537,902.11	60,523.85	1,000.00	53.55
Inventory	186,866.82	186,866.82	-	-	-
Total Current Assets	7,579,479.88	7,517,902.48	60,523.85	1,000.00	53.55
Non-Current Assets					
Restricted Assets:					
Cash and cash equivalents	14,661,618.88	12,743,948.95	354,106.14	1,392,406.70	171,157.09
Investments	1,750,300.03	523,746.45	331,279.66	895,273.92	-
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 prog	37,872,790.05	37,872,790.05	-	-	-
Other capital assets, net of accumulated dep	56,397,305.94	56,397,305.94	-	-	-
Total Non-current assets	111,341,514.96	108,197,291.45	685,385.80	2,287,680.62	171,157.09
Total Assets:	118,920,994.84	115,715,193.93	745,909.65	2,288,680.62	171,210.64
Liabilities:					
Accounts Payable	1,862.40	1,862.40	-	-	-
Retainage payable	158,354.00	158,354.00	-	-	-
Accrued interest payable	240,975.69	240,975.69	-	-	-
Other liabilities	42,613.31	42,613.31	-	-	-
Compensated absences	174,111.23	174,111.23	-	-	-
Accrued payroll	15,310.83	15,310.83	-	-	-
Due to other funds	5,633,726.11	5,633,726.11	-	-	-
Customer deposits	2,902,574.74	2,902,574.74	-	-	-
Deferred Revenue	885,584.50	885,584.50	-	-	-
Current portion of long-term	1,262,139.65	1,262,139.65	-	-	-
Subdividers deposits	2,811,723.56	2,811,723.56	-	-	-
Leases	883,688.67	883,688.67	-	-	-
Long-term obligations:	39,090,131.95	39,090,131.95	-	-	-
Total Liabilities	54,102,796.64	54,102,796.64	-	-	-
Net Assets:					
Nonspendable	61,804,071.60	61,804,071.60	-	-	-
Restricted	3,205,800.91	-	745,909.65	2,288,680.62	171,210.64
Committed	1,323,681.05	1,323,681.05	-	-	-
Unassigned	(1,515,355.36)	(1,515,355.36)	-	-	-
Total Net Assets	\$ 64,818,198.20	\$ 61,612,397.29	\$ 745,909.65	\$ 2,288,680.62	\$ 171,210.64

FINANCIAL STATEMENT
AS OF: AUGUST 31, 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	2,412,752.39	20,490,000.49	78.90	0.00	5,480,338.51
*** TOTAL REVENUES ***	25,970,339.00	2,412,752.39	20,490,000.49	78.90	0.00	5,480,338.51
EXPENDITURE SUMMARY						
10-ADMINISTRATION	1,159,438.00	71,495.09	820,731.00	70.79	0.00	338,707.00
12-WATER DISTRIBUTION/SEW	4,705,172.00	596,101.09	3,790,918.06	87.39	320,932.03	593,321.91
13-SOUTH WATER PLANT	2,225,649.00	149,682.31	1,639,888.98	88.75	335,296.64	250,463.38
14-WASTEWATER TREATMENT	4,518,199.00	139,123.15	3,161,635.81	69.70	(12,455.75)	1,369,018.94
15-INDUSTRIAL PRE-TREATME	321,395.00	12,656.78	147,948.83	46.19	500.00	172,946.17
16-UTILITY BILLING AND CO	775,792.00	41,522.43	600,523.81	79.78	18,435.85	156,832.34
17-ORGANIZATIONAL EXPENSE	5,503,160.00	321,385.72	5,473,119.73	99.65	10,929.00	19,111.27
18-METER READERS	665,233.00	47,359.97	459,953.52	69.66	3,448.67	201,830.81
30-NORTH WATER PLANT	3,202,261.00	207,312.01	2,817,559.70	102.93	478,594.84	(93,893.54)
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	2,783,707.00	2,783,707.00	100.00	0.00	0.00
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	4,370,345.55	19,055,986.44	78.16	1,155,681.28	5,648,338.28

**CITY OF MISSION, TEXAS
ALL OTHER ENTERPRISE FUNDS
FINANCIAL STATEMENTS FOR THE MONTH ENDING 08/31/23
ADJUSTED**

	Golf Course Fund 03	Solid Waste Fund 05	Event Center Fund 23
Beginning Adjusted Retain Earnings	\$ (5,483,986.87)	\$ 5,434,462.55	\$ (487,008.14)
Adjustment to Prior Year Retain Earnings	-	-	-
Adjusted Retain Earnings	\$ (5,483,986.87)	\$ 5,434,462.55	\$ (487,008.14)
Revenues:			
Charges for Services	51,067.91	732,397.81	40,158.63
Reimbursements	-	-	-
Interest Earned	-	1,875.00	-
Miscellaneous	13.30	219.38	-
Sale of Assets	-	(323.56)	-
Special Assessments	-	-	-
Total Revenues:	51,081.21	734,168.63	40,158.63
Transfers In:	-	-	300,000.00
Total Resources Available:	(5,432,905.66)	6,168,631.18	(146,849.51)
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	54,967.01	-	-
Grounds	59,241.63	-	-
Restaurant	4,673.75	-	-
Organizational	2,875.30	-	-
Solid Waste	-	679,758.97	-
Event Center	-	-	73,504.30
Bond Payments & Fees	-	-	-
Total Expenditures:	121,757.69	679,758.97	73,504.30
Transfers - Out:	-	450,000.00	-
Ending Retain Earnings: (adjusted)	\$ (5,554,663.35)	\$ 5,038,872.21	\$ (220,353.81)
Assets:			
Cash:	34,328.84	791,630.92	2,500.00
Investments:	-	473,150.50	-
Prepaid items	5,000.00	-	4,115.00
Receivables:			
Accounts	4,611.25	845,883.01	6,223.43
Less: allowance for uncollectibles	-	(139,089.47)	-
Accrued interest receivable	-	(1.35)	-
Due from other funds	-	-	-
Inventory	44,737.92	-	17,713.00
Total Current Assets	88,678.01	1,971,573.61	30,551.43
Non-Current Assets			
Restricted Assets:			
Cash and cash equivalents	-	-	-
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 prog	1,642,918.52	-	-
Other capital assets, net of accumulated dep	1,729,435.13	3,867,370.73	62,621.10
Total Non-current assets	3,435,448.63	4,018,413.48	83,248.84
Total Assets:	3,524,126.64	5,989,987.09	113,800.27
Liabilities:			
Accounts Payable	-	122,153.90	131.00
Retainage payable	-	-	-
Accrued interest payable	424.43	1,224.09	1.87
Other liabilities	83,572.51	124,780.49	2,744.23
Compensated absences	12,345.44	14,610.92	-
Accrued payroll	1,066.11	2,070.49	-
Due to other funds	3,256,226.75	5,650.68	206,376.15
Customer deposits	-	-	-
Deferred Revenue	182,058.94	375,177.70	88,238.13
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	4,046,971.08	951,114.88	334,154.08
Net Assets:			
Nonspendable	5,035,419.86	3,397,995.99	(16,615.37)
Restricted	33,678.84	-	-
Committed	-	973,603.98	-
Unassigned	(5,554,663.35)	667,272.24	(203,738.44)
	\$ (485,564.65)	\$ 5,038,872.21	\$ (220,353.81)

**CITY OF MISSION, TEXAS
INTERNAL SERVICE FUNDS
FINANCIAL STATEMENTS FOR THE MONTH ENDING 8/31/23**

	Total
Adjusted Fund Balance	\$ 11,372.54
Revenues:	
Charges for Services	484,200.09
Stop Loss & Other Rebates	98,462.03
Interest Earned	20.69
Miscellaneous	1,150.00
Total Revenues:	583,832.81
Transfers In:	-
Total Resources Available:	595,205.35
Expenditures:	
Insurance claim drafts	326,754.93
Premium payments	221,114.20
Organizational Cost	38,315.54
Total Expenditures:	586,184.67
Transfers - Out:	-
Ending Adjusted Fund Balance:	\$ 9,020.68
Assets:	
Investments:	4,603.07
Receivables:	
Accounts	2,001.49
Total Assets:	9,020.68
Liabilities:	
Due to other funds	-
Total Liabilities	\$ -
Net Assets:	
Restricted Fund Balance	\$ 9,020.68



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Angie Vela, Finance Director
AGENDA ITEM: September 2023 Tax Collection Report - Vela

NATURE OF REQUEST:

Acceptance of monthly property tax report for the month of September 2023.
 The 2022 total adjusted tax levy for taxes was \$29,020,006.93 and the amount of the collections as of September 30, 2023 is \$28,239,495.37 which represents 97.31% of the total 2022 tax levy.
 The total adjusted tax levy for delinquent taxes was \$2,335,148.03 and the amount of collections as of September 30, 2023 is \$717,444.22 which represents 30.72% of the total tax levies from previous years.

BUDGETED: N/A **FUND:** _____ **ACCT. #:** _____
BUDGET: \$ _____ **EST. COST:** \$ _____ **CURRENT BUDGET BALANCE:** \$ _____

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: N/A

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *ZP*

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

_____ AYES
 _____ NAYS
 _____ DISSENTING _____

06

Item 44.

PREPARED BY: CHRISTIAN GARZA

PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF MISSION TAXES COLLECTED FOR:
SEPTEMBER 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	28,239,495.37		109,054.91	780,511.56	97.31%	97.27%
2021 & PRIOR YRS ROLLBACK	2,417,440.91 2,677.08	717,444.22 12,428.81	(23,500.12)	(58,792.76) 23,861.61	1,617,703.81 14,109.88	30.72% 46.83%	28.49% 85.05%
TOTALS	31,331,070.01	28,969,368.40	(23,500.12)	74,123.76	2,412,325.25		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF SEPTEMBER 2023

	CITY OF MISSION	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	98,995.53	- CURRENT
CURRENT YEAR-P&I	19,080.04	
PRIOR YEARS-BASE TAX	79,451.93	(2,083.45) PRIOR
PRIOR YEARS-P&I	38,096.62	
ROLLBACK	5,720.30	- ROLLBACK
ROLLBACK P&I		
ATTORNEY FEES	33,606.50	- PURGED
TOTAL COLLECTIONS	274,950.92	(2,083.45)
LESS TRANSFERRED	118,543.72	
LESS IN TRANSIT	149,628.76	
LESS DUE TO HCAD COMM. FEE	78.44	
LESS DUE TO CO TREASURER	6,700.00	
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 SEPTEMBER 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 OCTOBER 2023 A.D.

Mark Martinez
NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



PREPARED BY: JOHN M GONZALEZ

**PABLO "PAUL" VILLARREAL JR., ASSESSOR & COLLECTOR
CITY OF MISSION TAXES COLLECTED FOR:
SEPTEMBER 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	25,282,855.76		438,599.52	708,464.82	97.27%	97.24%
2020 & PRIOR YRS	2,436,594.87	680,981.24	(21,564.39)	(25,073.15)	1,708,976.09	28.49%	27.06%
ROLLBACK	6,430.91	15,230.94		11,477.11	2,677.08	85.05%	82.69%
TOTALS	27,995,746.84	25,979,067.94	(21,564.39)	425,003.48	2,420,117.99		

BREAKDOWN OF TAX COLLECTIONS AND FEES FOR THE MONTH OF SEPTEMBER 2022

	CITY OF MISSION	MONTHLY MODIFICATIONS
CURRENT YEAR-BASE TAX	46,926.38	- CURRENT
CURRENT YEAR-P&I	9,117.61	
PRIOR YEARS-BASE TAX	28,068.48	- PRIOR
PRIOR YEARS-P&I	13,277.02	
ROLLBACK	1,343.16	438.67 ROLLBACK
ROLLBACK P&I	-	
ATTORNEY FEES	13,634.35	- PURGED
TOTAL COLLECTIONS	112,367.00	438.67
LESS TRANSFERRED	72,067.48	
LESS IN TRANSIT	33,916.15	
LESS DUE TO HCAD COMM. FEE	2.37	
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 SEPTEMBER 2022 IS CORRECT.

Pablo (Paul) Villarreal Jr.

ASSESSOR-COLLECTOR OF TAXES FOR CITY OF MISSION, TEXAS



SWORN AND SUBSCRIBED BEFORE ME THIS 14TH DAY OF OCTOBER 2022 A.D.

Mark Martinez

NOTARY PUBLIC, HIDALGO COUNTY, TEXAS



City of Mission, Texas
Summary of Current Levy Tax Collections
As of September 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	93,784.36	15,270.55	109,054.91
Adjusted Levy	<u>\$ 24,956,439.27</u>	<u>\$ 4,063,567.66</u>	<u>\$ 29,020,006.93</u>
Collections as of September 2023	<u>\$ 24,285,219.75</u>	<u>\$ 3,954,275.62</u>	<u>\$ 28,239,495.37</u>
Outstanding as of September 2023	<u>\$ 671,219.52</u>	<u>\$ 109,292.04</u>	<u>\$ 780,511.56</u>
Percentage of 2022 Levy Collected as of September 2023	97.31%	97.31%	97.31%

City of Mission, Texas
Summary of Delinquent Levy Tax Collections
As of September 30, 2023

	M&O	I&S	Total
Original	\$ 1,981,213.09	\$ 436,227.83	\$ 2,417,440.91
Adjustments	(67,513.11)	(14,779.77)	(82,292.88)
Adjusted Levy	<u>\$ 1,913,699.98</u>	<u>\$ 421,448.06</u>	<u>\$ 2,335,148.03</u>
Collections as of September 2023	<u>\$ 591,989.90</u>	<u>\$ 125,454.32</u>	<u>\$ 717,444.22</u>
Outstanding as of September 2023	<u>\$ 1,321,710.08</u>	<u>\$ 295,993.74</u>	<u>\$ 1,617,703.81</u>
Percentage of 2022 Levy Collected as of September 2023	30.93%	29.77%	30.72%

Delinquent Tax Levy Breakdown

Year	Beg O/S	Adjustments	Paid	Ending O/S
2021	708,464.82	(40,200.59)	(338,779.35)	329,484.88
2020	357,078.13	(8,307.28)	(142,482.90)	206,287.95
2019	268,008.17	(2,766.72)	(103,185.25)	162,056.20
2018	167,024.96	(15,631.62)	(36,128.78)	115,264.56
2017	113,951.83	(1,456.33)	(22,428.51)	90,066.99
2016	95,926.05	(817.82)	(12,955.75)	82,152.48
2015	86,555.77	(820.92)	(13,932.01)	71,802.84
2014	73,527.03	(801.02)	(10,683.41)	62,042.60
2013	61,599.97	(271.15)	(7,197.64)	54,131.18
2012	55,263.76	(320.44)	(5,164.34)	49,778.98
2011	53,728.89	(348.97)	(5,654.36)	47,725.56
2010	54,963.69	(292.22)	(3,534.81)	51,136.66
2009	50,115.31	(50.37)	(3,886.44)	46,178.50
2008	47,738.36	(53.71)	(2,884.44)	44,800.21
2007	36,895.24	(165.36)	(2,517.11)	34,212.77
2006	30,170.29	(573.03)	(2,188.05)	27,409.21
2005	25,323.05	(382.64)	(1,125.22)	23,815.19
2004	23,774.09	(363.82)	(1,011.11)	22,399.16
2003	16,970.19	(635.81)	(676.57)	15,657.81
2002	16,306.82	(2,582.11)	(395.72)	13,328.99
2001	74,054.49	(5,450.95)	(632.45)	67,971.09
	2,417,440.91	(82,292.88)	(717,444.22)	1,617,703.81

City of Mission, Texas
Combined Property Tax Reconciliation - Receivable Accounts
FY 2022-23
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	-	-	23,861.61	23,861.61	-	23,861.61	23,861.61	-
Less Collections	(28,075,721.36)	(717,444.22)	(12,428.81)	(28,805,594.39)	-	(28,805,594.39)	(28,805,594.39)	-
Less Special Inventory	(163,774.01)	-	-	(163,774.01)	-	(163,774.01)	(163,774.01)	-
Adjustments to tax roll	109,054.91	(82,292.88)	-	26,762.03	-	26,762.03	26,762.03	-
Ending Balance	<u>780,511.56</u>	<u>1,617,703.81</u>	<u>14,109.88</u>	<u>2,412,325.25</u>	<u>1,051,274.01</u>	<u>1,361,051.24</u>	<u>1,366,947.46</u>	<u>(5,896.21)</u>
Adjustments to allowance	-	-	-	-	-	-	0.00	-
Adjusted Ending Balance	<u>780,511.56</u>	<u>1,617,703.81</u>	<u>14,109.88</u>	<u>2,412,325.25</u>	<u>1,051,274.01</u>	<u>1,361,051.24</u>	<u>1,366,947.46</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>780,511.56</u>	<u>1,617,703.81</u>	<u>14,109.88</u>	<u>2,412,325.25</u>	<u>1,051,274.01</u>	<u>1,361,051.24</u>	<u>1,422,216.80</u>	<u>(61,165.55)</u>

	01/08-10900	01/08-11000	
COLLECTIONS AGAINST RECEIVABLE			
collections up to 9/30/22	28,075,721.36	717,444.22	28,793,165.58
reverse prior year accrual	-	-	-
rollback taxes	-	12,428.81	12,428.81
motor vehicle taxes	163,774.01	-	163,774.01
accrual for Sept-coll in Oct	-	-	-
Total Collections	<u>28,239,495.37</u>	<u>729,873.03</u>	<u>28,969,368.40</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	109,054.91	(82,292.88)	26,762.03
Roll back taxes	-	23,861.61	23,861.61
Total tax collections	<u>(28,239,495.37)</u>	<u>(729,873.03)</u>	<u>(28,969,368.40)</u>
Total outstanding taxes 9/30/23	<u>780,511.56</u>	<u>1,631,813.69</u>	<u>2,412,325.25</u>

0.9731
% collection

1.0003

	01/08-300-31000	01/08-300-31200	
COLLECTIONS -REVENUE ACCOUNTS			
collections up to 9/30/22	28,075,721.36	717,444.22	28,793,165.58
reverse prior year accrual	-	(55,269.34)	(55,269.34)
rollback taxes	-	12,428.81	12,428.81
motor vehicle taxes	163,774.01	-	163,774.01
accrual for Sept-coll in Oct	-	-	-
Total Collections	<u>28,239,495.37</u>	<u>674,603.69</u>	<u>28,914,099.06</u>
county of hidalgo			
october collections	-	-	-
G/L at 9/30/23	28,239,495.37	674,603.69	28,914,099.06
audit adj.	-	-	-
adjusted total	<u>28,239,495.37</u>	<u>674,603.69</u>	<u>28,914,099.06</u>

RECONCILIATION:			
rollback tax receivables	13,759.73	-	13,759.73
O/S taxes w/out rollback	766,751.83	1,631,813.69	2,398,565.52
Total outstanding taxes 9/30/23	<u>780,511.56</u>	<u>1,631,813.69</u>	<u>2,412,325.25</u>

**CITY OF MISSION, TEXAS
COMBINED PROPERTY TAX COLLECTIONS, FY 22-23**

Item 44.

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	123,086.66	20,041.76	-	56,660.17	12,077.65	-	-	211,866.24	49,314.71	9,716.16	35,535.28	6,700.00	25.42	299,706.97
August	96,215.12	15,666.35	-	88,150.02	18,551.99	1,885.32	-	220,468.80	58,262.07	11,540.69	40,507.67	6,700.00	30.97	324,048.26
September	85,133.63	13,861.90	-	65,686.33	13,765.60	5,720.30	-	184,167.76	47,821.82	9,354.84	33,606.50	6,700.00	78.44	268,172.48
Total Collections	24,144,378.46	3,931,342.90	-	548,662.58	116,100.48	12,428.81	52,681.16	28,805,594.39	454,684.50	88,026.11	201,315.02	80,400.00	1,145.04	29,468,074.98
VEHICLES	140,841.29	22,932.72	-	-	-	-	-	163,774.01	16,752.33	-	-	-	-	180,526.34
total coll tax office	24,285,219.75	3,954,275.62	-	548,662.58	116,100.48	12,428.81	52,681.16	28,969,368.40	471,436.83	88,026.11	201,315.02	80,400.00	1,145.04	29,648,601.32
Less revenue recognized in prior FY								-						
Total curr yr rev	24,285,219.75	3,954,275.62	-	548,662.58	116,100.48	12,428.81	52,681.16	28,969,368.40						

**TAX COLLECTIONS
FOR THE MONTH OF SEPTEMBER, 2023**

01-10900 01-11000 01-10900 01-21900 08-10900 08-11000 08-10900 08-21900

DATE	M&O				I&S				Total Tax Collections	P & I		Attorney Fees	Less Commission	Rendition Penalty	Total Collections
	Current	Delinquent	Rollback taxes	Total M&O	Current	Delinquent	Rollback taxes	Total I&S		General	I & S				
	01-300-31000	01-300-31200			08-300-31000	08-300-31200				01-300-31300	08-300-31300	01-2188	01-417-34499	01-300-36150	
09/01/23	1,780.68	365.85		2,146.53	289.95	77.00		366.95	2,513.48	517.07	95.44	392.83	6,700.00		(3,181.18)
09/05/23	2,440.12	636.13		3,076.25	397.29	134.44		531.73	3,607.98	695.52	124.54	581.82			5,009.86
09/06/23	4,663.76	1,181.87		5,845.63	759.39	253.68		1,013.07	6,858.70	1,318.65	237.88	1,022.59			9,437.82
09/07/23	8,168.26	1,281.45		9,449.71	1,330.02	276.13		1,606.15	11,055.86	2,004.30	347.99	1,981.55			15,389.70
09/08/23	1,558.97	2,151.08		3,710.05	253.86	397.07		650.93	4,360.98	1,239.79	221.07	571.00			6,392.84
09/11/23	2,891.45	1,400.83		4,292.28	470.80	306.26		777.06	5,069.34	1,249.49	258.87	835.20			7,412.90
09/12/23	1,881.25	2,396.18		4,277.43	306.31	516.22		822.53	5,099.96	1,248.94	253.53	926.30			7,528.73
09/13/23	389.82	361.58		751.40	63.46	79.36		142.82	894.22	282.88	59.13	151.00			1,387.23
09/14/23	2,080.06	317.19		2,397.25	338.69	68.41		407.10	2,804.35	487.59	84.74	474.11			3,850.79
09/15/23	1,212.42	1,568.23		2,780.65	197.42	318.41		515.83	3,296.48	1,113.15	218.62	615.71			5,243.96
09/18/23	931.73	300.78		1,232.51	151.71	64.58		216.29	1,448.80	277.67	50.80	247.42			2,024.69
09/19/23	2,453.49	2,909.84		5,363.33	399.49	602.19		1,001.68	6,365.01	1,774.80	341.01	1,241.52			9,722.34
09/20/23	6,011.00	3,441.67		9,452.67	978.75	749.31		1,728.06	11,180.73	4,397.61	924.05	2,628.61			19,131.00
09/21/23	9,353.85	3,377.84		12,731.69	1,523.05	725.58		2,248.63	14,980.32	2,513.57	446.22	2,691.03			20,631.14
09/22/23	687.47	770.00	4,736.81	6,194.28	111.93	153.18	983.49	1,248.60	7,442.88	629.50	118.87	370.65			8,561.90
09/25/23	2,480.30	568.21		3,048.51	403.86	123.97		527.83	3,576.34	791.99	148.44	606.32			5,123.09
09/26/23	15,584.51	22,105.77		37,690.28	2,537.57	4,552.21		7,089.78	44,780.06	14,210.31	2,800.85	9,176.24			70,967.46
09/27/23	725.17	929.14		1,654.31	118.09	193.79		311.88	1,966.19	537.90	106.86	300.24			2,911.19
09/28/23	1,019.60	2,725.91		3,745.51	166.01	568.49		734.50	4,480.01	1,275.78	255.53	901.69			6,913.01
09/29/23	18,819.72	16,896.78		35,716.50	3,064.25	3,605.32		6,669.57	42,386.07	11,255.31	2,260.40	7,890.67		78.44	63,714.01
Total	85,133.63	65,686.33	4,736.81	155,556.77	13,861.90	13,765.60	983.49	28,610.99	184,167.76	47,821.82	9,354.84	33,606.50	6,700.00	78.44	268,172.48
JE #				-				-	-						-
				-				-	-						-
				-				-	-						-
				-				-	-						-
Need to recd	85,133.63	65,686.33	4,736.81	155,556.77	13,861.90	13,765.60	983.49	28,610.99	184,167.76	47,821.82	9,354.84	33,606.50	6,700.00	78.44	268,172.48

O/S **149,628.76**



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: October 23, 2023
PRESENTED BY: Juan Pablo “JP” Terrazas, P.E., Assistant City Manager
AGENDA ITEM: Approval of Work Authorization for Professional Services #23 with Melden and Hunt, Inc. for the Construction of Mission Northwest Colonias Project - Terrazas

NATURE OF REQUEST:

Professional Services for Work Authorization #23 entails professional services related to the construction of the Northwest Colonias Project, including funding application, project bidding, construction administration, inspection, construction staking, and materials testing. Estimated cost is \$680,000.00

BUGETED: No **FUND:** Utility **ACCT. #:** 02-460-34420
BUDGET: \$ _____ **EST. COST:** \$ _____ **CURRENT BUDGET BALANCE:** \$ _____

BID AMOUNT: \$ _____

STAFF RECOMMENDATION:

Approval

Departmental Approval: Finance, Purchasing

Advisory Board Recommendation: N/A

City Manager’s Recommendation: Approval *RP*

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

_____ AYES
_____ NAYS
_____ DISSENTING _____

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES No. 23

This Agreement is by and between the City of Mission (OWNER) and, Melden and Hunt, Inc. (ENGINEER) who agree as follows: the City of Mission (OWNER) hereby engages Melden and Hunt, Inc. to perform the services described in Part I ("Scope of Services") and Melden and Hunt, Inc. agrees to perform the Services for the compensation set forth in Part II ("Engineering Fee Schedule"). Melden and Hunt, Inc. shall be authorized to commence the Services upon execution of this Agreement. The City of Mission and Melden and Hunt agree that this agreement and attachments referred to herein, constitute the entire agreement between them relating to the Project ("Agreement").

Project: Construction of Mission Northwest Colonias Project

Location: Hidalgo County, Texas

I. MELDEN AND HUNT INC.'S RESPONSIBILITIES: Melden and Hunt Inc. shall perform or furnish the services described under this Agreement.

The City of Mission is engaging Melden and Hunt Inc. to provide professional services related to the City of Mission's efforts for the construction of the Northwest Colonias Project, including funding application, project bidding, construction administration, inspection, construction staking, and materials testing.

II. The City of Mission: OWNER, at its expense, shall do the following in a timely manner so as not to delay the Services.

- 1. REPRESENTATIVE: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define OWNERS's policies and make decisions with respect to the Services.
- 2. DECISIONS: Provide all criteria and full information as to the OWNER's requirements for the Project, obtain (with Melden and Hunt Inc.'s assistance) necessary approvals and permits, attend Project-related meetings, make required project related decisions, and generally participate in the Project to the extent necessary to allow Melden and Hunt Inc. to perform the Services.

III. COMPENSATION, BILLING, AND PAYMENT: Contingent upon release of funds from the Texas Water Development Board (TWDB), the City of Mission shall pay Melden and Hunt Inc. for Services in accordance with the following Billing Schedule.

- 1. SERVICES: _____ Hourly Rates with An Estimated Fee \$ _____
 _____ Hourly Rates not to Exceed a Maximum Fee\$ _____
 _____ Percentage of Construction Cost _____
 Lump Sum \$ 680,000.00 _____
 _____ Other (Specify) _____
 (Engineer's Hourly Rate Schedule is attached as Part III)

2. PAYMENTS: Billings for services rendered will be made as the funds are released by the TWDB based on monthly outlay reports.

IV. STANDARD TERMS AND CONDITIONS:

- 1. STANDARD OF CARE: Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and Melden and Hunt, Inc. cannot provide any warranty or guarantee, express or implied including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by the City of Mission are specifically objected to.

2. **CHANGE OF SCOPE:** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the City of Mission. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined. Melden and Hunt, Inc. will promptly provide the City of Mission with an amendment to this Agreement which will go into effect upon written approval by the City of Mission.
3. **SAFETY:** Melden and Hunt, Inc. has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Melden and Hunt, Inc. specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Melden and Hunt, Inc. employees.
4. **DELAYS:** If events beyond the control of Melden and Hunt, Inc., including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedules established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 30 days, Melden and Hunt, Inc. shall be entitled to an extension of time equal to the delay. If Melden and Hunt, Inc. suffers financial loss as results of a delay that exceeds 30 days, it may request an adjustment in compensation based upon receipts or other evidence of loss. Such adjustment will be granted at the discretion of the City of Mission.
5. **TERMINATION/SUSPENSION:** Either party may terminate this Agreement upon 30 days written notice to the other party. Engineer will cease providing services under this Agreement on the date notice of termination is provided by either party. The City of Mission shall pay Melden and Hunt, Inc. for all Services rendered to the date of termination based upon the schedule set out in Part II and taking into consideration the percentage completion of the project at the date of termination.

In the event either party defaults in obligations under the Agreement (including OWNERS's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and deliberately continued and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by Melden and Hunt, Inc. is supplied for the general guidance of the City of Mission only. Since Melden and Hunt, Inc. has no controls over competitive bidding or market conditions, Melden and Hunt, Inc. cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to the City of Mission.
7. **RELATIONSHIP WITH CONTRACTORS:** Melden and Hunt, Inc. shall serve as Mission's professional representative for the Services, and may make recommendations to Mission concerning actions relating to Mission's contractors, but Melden and Hunt, Inc. specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Mission's. contractors.
8. **CONSTRUCTION REVIEW:** Mission acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related service by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Mission agrees to hold Melden and Hunt, Inc. harmless from any claims resulting from performance of construction-related services by persons other than Melden and Hunt, Inc.
9. **INSURANCE:** Melden and Hunt, Inc. will maintain insurance coverage for Professional Comprehensive General, Automobile, Worker's Comprehension, Employer's Liability and Professional Errors and Omissions in amounts in accordance with legal and Melden and Hunt, Inc. business requirements. Certificates evidencing such coverage will be provided to the City of Mission upon request.
10. **INDEMNITIES:** To the fullest extent permitted by law, Melden and Hunt, Inc. shall indemnify and save harmless the City of Mission from and against loss, liability, and damages sustained by the City of Mission, its agents, employees, and representatives by reason of injury or death to persons or damage to

tangible property for this Project resulting from the willful misconduct or failure to adhere to the standard of care described in Part IV-Paragraph 1 above of Melden and Hunt, Inc., its agents or employees.

11. **LIMITATIONS OF LIABILITY:** No employee or agent of Melden and Hunt, Inc. shall have individual liability to the City of Mission.

Mission agrees that to the fullest extent permitted by law, Melden and Hunt Inc.'s total liability to Mission for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Melden and Hunt Inc.'s negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Melden and Hunt, Inc under this Agreement. If Mission desires a limit of liability greater than that provided above, Mission and Melden and Hunt, Inc. shall include in Part 11 of this Agreement the amount of such limit and the additional compensation to be paid to Melden and Hunt, Inc, for assumption of such additional risk.

12. **ACCESS:** The City of Mission shall provide Melden and Hunt, Inc. safe access to any premises necessary for Melden and Hunt, Inc. to provide the Services.
13. **REUSE OF PROJECT DELIVERABLES:** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by the City of Mission for any purposes other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Melden and Hunt, Inc. for the specific purpose intended, shall be at the City of Mission's risk. The City of Mission agrees to defend, indemnify, and hold harmless Melden and Hunt, Inc. from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by the City of Mission or others acting through the City of Mission.
14. **AMENDMENT:** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
15. **ASSIGNMENT:** Except for assignments (a) to entities which control, or are controlled by, the parties hereto, or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.
16. **STATUTES OF LIMITATION:** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire two years after Project completion.
17. **PREVAILING PARTY LITIGATION COSTS:** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.
18. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
19. **NO THIRD-PARTY BENEFICIARY:** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including the City of Mission's contractors, if any.
20. **SEVERABILITY:** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
21. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

APPROVED FOR CITY OF MISSION

BY: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR MELDEN AND HUNT, INC.

BY:  _____

Printed Name: Ruben James De Jesus, P.E., R.P.L.S

Title: Vice-President

Date: 10-19-2023

**PART 1
SCOPE OF SERVICES
FOR TWDB CONSTRUCTION FUNDING
CITY OF MISSION
CONSTRUCTION OF MISSION NORTHWEST COLONIAS PROJECT**

BACKGROUND The City of Mission is seeking Construction funding from the Texas Water Development Board (TDWB) to provide first time service to 14 colonias within the northwest side of the City's sanitary sewer service area. This proposed phase of the project provides for construction of wastewater collection facilities to bring first time organized sewer service to 14 subdivisions in North Mission. The WORK consists of the construction of approximately 61,604 feet of gravity sewer pipe, 8,274 feet of force main, 205 manholes, canal or ditch crossings, two lift stations, and other work required to bring the area back to equal or better condition.

The City of Mission, upon execution of the contract, engages the services of Melden and Hunt, Inc. to provide the listed administration efforts necessary for the construction of the project.

BASIC SERVICES

A. BID SERVICES

Melden and Hunt, Inc. will perform all work associated with Bid Phase Services. Specific services to be provided are listed below.

- A.1 Coordinate bid opening date, time, and place with the City, and prepare a final Invitation to Bid.
- A.2 Assist and advise the City of Mission in placing the advertisements of the Invitation to Bid. The City will place and pay for advertisements. Melden and Hunt, Inc. will provide five courtesy copies of the Contract Documents to area plan rooms.
- A.3 Identify potential contractors and suppliers and distribute copies of the Invitation to Bid.
- A.4 Distribute Contract Documents to prospective bidders, suppliers, plan rooms, and agencies for bidding purposes. Maintain a record of prospective bidders and suppliers (Plan Holders) to who contract documents have been issued. Plan Holders will be charged by MHI a non-refundable fee to cover the cost of reproduction of contract documents.
- A.5 Distribute Plan Holders' list to recipients of Contract Documents prior to bid opening.
- A.6 Conduct a pre-bid conference during the advertisement period.
 - A.6.1 Review the types of information required by the Contract Documents and the format in which bids should be presented.
 - A.6.2 Review special project requirements and Contract Documents in general.
 - A.6.3 Receive requests for interpretations or clarifications, which will be issued by addendum.

- A.6.4 Prepare minutes of the conference and issue to plan holders
- A.7 Interpret construction Contract Documents. Prepare and issue addenda to the construction Contract Bid Documents when required.
- A.8 Attend bid opening and answer questions during bid opening.
- A.9 Make preliminary tabulation of bids. Review bids for completeness and conformance to the Contract Documents.
- A.10 Prepare and distribute formal bid tabulation sheets and make a written recommendation to the City concerning contract award.
- A.11 After issuance of notice of award, review Contractor's bonds, furnish the Contractor with unsigned construction contract documents, and transmit the construction Contract Documents to the City of Mission for signature and distribution.
- A.12 Prepare and distribute 6 sets of the signed construction Contract Documents, two sets to the Contractor, 2 sets to the OWNER, and the ENGINEER will keep two sets.

B. CONSTRUCTION SERVICES

The ENGINEER will provide support services during the construction phase of the project. By performing these services, the ENGINEER shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. The ENGINEER shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Multiple construction contracts will be developed for this project and none of the construction contracts will have a duration greater than twenty-four (24) months. Specific services to be performed are as follows.

- B.1 Review the Contractor's insurance certificates and bonds and forward the certificates to the City of Mission for acceptance by the City's attorney. The review of the insurance certificates is only for the purpose of determining if the Contractor maintains the general types and amounts of insurance required by the contract documents, and is not a legal review to determine if the Contractor's insurance coverage complies with all applicable requirements.
- B.2 Conduct a pre-construction conference for each contract. Prepare an agenda for the conference, and prepare and distribute minutes. The pre-construction conference will include a discussion of the Contractor's tentative schedules, lines of communication, procedures for transmittal and review of the Contractor's submittals, processing payment applications, critical work sequencing, change orders, record documents, and the Contractor's responsibilities for safety and first aid.
- B.3 Review and comment on the Contractor's initial and monthly updated construction schedule and advise the City of Mission as to acceptability. One review per calendar month per contract is included.

- B.4 Review the Contractor's initial and updated schedule of estimated monthly payments (estimated cash flow) and advise the City of Mission as to acceptability.
- B.5 Make periodic visits to the construction site to observe progress of the work, and consult with the City of Mission and the Contractor concerning problems and/or progress of the work. At a minimum, two visits per calendar month per contract are included.
- B.6 Review drawings and other data submitted by the Contractor as required by the construction Contract Documents for general conformity to the construction contract documents. The review of these submittals shall not relieve the Contractor of any of his contractual responsibilities. Such reviews shall not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto.
- B.7 Receive and review guarantees, bonds, and certificates of inspection, and tests and approvals that are to be assembled by the Contractor in accordance with the construction Contract Documents, and transmit them to the City of Mission.
- B.8 Interpret construction Contract Documents when requested by the City of Mission or the Contractor. Prepare and issue clarifications when required.
- B.9 Review and process the Contractor's monthly payment requests, and forward to the City of Mission as appropriate. The review shall be for the purpose of making a full independent mathematical check of the Contractor's payment request.
- B.10 Provide documentation and administer the processing of change orders, including applications for extension of construction time. Evaluate the cost and scheduling aspects of all change orders and, where necessary, negotiate with the Contractor to obtain a fair price for the work. Said negotiation shall be subject to the approval of the City of Mission.
- B.11 Work related to unusually complex or unusually numerous claims or requests for clarifications shall be considered Additional Services.
- B.12 Upon completion of the project, revise the construction Contract Drawings to conform to the construction records and record drawings maintained by the Contractor. Submit one set of paper drawings and one CD.
- B.13 Analyze data from performance testing of equipment by the Contractor or supplier when the construction Contract Documents require the equipment to be tested after installation. Submit conclusions to the City of Mission.
- B.14 Upon substantial completion, review the work and prepare a list of the items to be completed or corrected before final completion of the project (punch list). Submit a summary of the review to the City of Mission and the Contractor.
- B.15 Upon completion or correction of the items of work on the punch list, conduct a final review to determine if the work is completed. Provide written recommendations concerning final payment to the City of Mission, including a list of items, if any, to be completed prior to making such payment.

B.16 Provide a certification of completion of the work to CITY OF MISSION.

SPECIAL SERVICES

C. FUNDING ASSISTANCE

- C.1 Engineering Services for TWDB EDAP Funding Application
- C.2 Attend meetings with the City of Mission and TWDB as necessary to fulfill requirements necessary for funding.
- C.3 Prepare funding application document and coordinate activities of both financial and legal consultant contributions required for completing the application. Payment for financial and legal services are to be the responsibility of the City of Mission. Preparation of the funding application document will be in accordance with the guidelines established by the TWDB for projects funded under the Economically Distressed Areas Program (EDAP).

D. INSPECTION

- D.1 Review the progress schedule, shop drawings, equipment submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such submitted documents.
- D.2 Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
- D.3 Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
- D.4 Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with Inspector's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
- D.5 Report to Engineer whenever Inspector believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- D.6 Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- D.7 Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- D.8 During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are

applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

- D.9 Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- D.10 Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work

E. CONSTRUCTION STAKING

- E.1 Provide construction staking services on the gravity collection lines. The services will include the one-time staking of the sanitary sewer lines at intervals of 200 feet or less and at connection points or changes in direction to clearly define the route. All stakes will be set on offsets so that construction work can be accomplished without initially destroying the stakes.
- E.2 Provide construction staking services for the two lift stations. The services will include the one-time staking to provide a benchmark and base line for the Contractor to use for the layout and construction of the two lift stations.

F. MATERIALS TESTING

- F.1 The ENGINEER will engage the services of a Geotechnical/Materials Testing Lab to secure required information related to conformance with the contract documents for the project i.e. concrete breaks, density testing, proctor determinations, etc.

G. Environmental

Melden and Hunt, Inc. will assist and furnish the coordination of the Environmental Contractor to CITY OF MISSION. Melden and Hunt, Inc. and the Environmental Contractor will submit a complete environmental information document to the TWDB, in accordance with TWDB EID requirements for EDAP projects. Melden and Hunt will work closely with TWDB environmental staff towards securing a finding of no significant environmental impact. CITY OF MISSION will be solely responsible for payment to Melden and Hunt, Inc.

H. Subsurface Exploration (Geotechnical Engineering)

Melden and Hunt, Inc. will furnish the coordination of the subsurface exploration. Melden and Hunt, Inc. will be solely responsible for payment to the Geotechnical Engineer.

I. Permits

- I.1 Prepare and submit an application to the TCEQ for plan approval. Service rendered will include two trips to Austin to the TCEQ. Services will include all normal services related to securing plan approval.
- I.2 Prepare and submit permit requests to TxDOT, Hidalgo County ROW Dept., Hidalgo County Drainage District #1, Irrigation District, and Others as necessary to secure a Site Certificate for the construction of the project.

ADDITIONAL SERVICES

Additional Services are those services, which are not included in the Basic Services or Special Services, but may be needed at some time during the completion of the project. These Additional Services will be authorized on an as-required basis by the City of Mission with the fee for the service being negotiated at the time of the request. CITY OF MISSION will issue a separate notice to proceed for each additional service requested.

PART II
ENGINEERING FEE SCHEDULE

Basic Services		
A.	Bid Services	\$25,000
B.	Construction Services	\$115,000
	Fee for Design Service Due as a Percentage of Completion	\$140,000

Special Services		
	Funding Assistance	\$30,000
	Enviromental	\$45,000
	Geotechnical	\$35,000
	Material Testing	\$180,000
	Permits	\$10,000
	Inspection	\$140,000
	Construction Staking	\$90,000
	O&M Manual	\$10,000
	Fee for Special Services Due as a Percentage of Completion	\$540,000

TOTAL ENGINEERING CONTRACT COST		\$680,000
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PART III
Engineers Hourly Rate Schedule for Additional Services
CITY OF MISSION
CONSTRUCTION OF NORTHWEST COLONIAS PROJECT
TWDB EDAP CONSTRUCTION FUNDING

The Schedule of Rates and Charges Table below sets the hourly rates for various personnel and shall be the basis for negotiation for amending the contract for additional work.

PRINCIPAL	\$150.00/HOUR
SENIOR ENGINEER / PROJECT MANAGER /GIS MANAGER	\$150.00/HOUR
REGISTERED PROFESSIONAL LAND SURVEYOR	\$125.00/HOUR
GENERAL MANAGER	\$110.00/HOUR
PROJECT ENGINEER	\$125.00/HOUR
E.I.T.	\$ 90.00/HOUR
S.I.T.	\$ 90.00/HOUR
PROJECT MANAGER	\$100.00/HOUR
CONSTRUCTION PROJECT INSPECTOR	\$ 65.00/HOUR
SURVEY PARTY CHIEF (plus supplies)	\$100.00/HOUR
SURVEY CREW	\$ 50.00/HOUR
SURVEY RESEARCH	\$ 55.00/HOUR
DRAFTING TECH INTERN	\$ 40.00/HOUR
DRAFTING TECH 1	\$ 55.00/HOUR
DRAFTING TECH 2	\$ 60.00/HOUR
DRAFTING TECH 3	\$ 65.00/HOUR
DRAFTING TECH 4	\$ 70.00/HOUR
DRAFTING TECH 5	\$ 75.00/HOUR
DRAFTING TECH 6	\$ 80.00/HOUR
GIS TECH	\$ 65.00/HOUR
ADMINISTRATION	\$ 55.00/HOUR
CLERICAL / DELIVERY	\$ 35.00/HOUR

The schedule of charges for work that is beyond what is set forth in the contract.

ABSTRACT WORK	COST plus 10%
MATERIALS	COST plus 10%
REIMBURSABLES Charges	COST plus 10%
TRAVEL (Out of Area – 25 mi radius)	\$ 1.00/MILE

REIMBURSABLE Supplies (See Below)

Stakes & Hubs	\$ 1.00
Rebar	\$ 2.00
Monuments	\$ 6.00
Postage / Shipping	Billed Cost
Printing	Billed Cost

Black & White: Letter \$0.10, Legal \$0.20, Ledger \$0.50 per page
Color: Letter \$0.20, Legal \$0.50, Ledger \$1.00 per page
Wide Format Sizes: Black & White \$1.00 per sq ft & Color \$2.00 per sq.ft.



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: October 23, 2023

PRESENTED BY: Angie Vela, Finance Director

AGENDA ITEM: Approval of Ordinance # _____ authorizing the issuance, sale and delivery of City Of Mission, Texas Waterworks and Sewer System Revenue Bonds, Series 2023 in the aggregate principal amount of \$4,255,000 providing for the payment of the bonds from a lien on and pledge of the net revenues of the City's waterworks and sewer system to the payment of the principal of and interest on such bonds; providing for the terms and conditions of such bonds; resolving other matters incident and relating to the issuance, payment, security, sale, and delivery of the bonds; and making other provisions regarding such bonds and matters incident thereto - Vela

NATURE OF REQUEST:

The Texas Water Development Board has approved a maximum loan to the City in the maximum amount of \$4,255,000 upon the terms and conditions as outlined in the Texas Water Development Board's Resolution adopted on June 6, 2023.

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 _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF CITY OF MISSION, TEXAS WATERWORKS AND SEWER SYSTEM REVENUE BONDS, SERIES 2023 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$4,255,000 PROVIDING FOR THE PAYMENT OF THE BONDS FROM A LIEN ON AND PLEDGE OF THE NET REVENUES OF THE CITY'S WATERWORKS AND SEWER SYSTEM TO THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SUCH BONDS; PROVIDING FOR THE TERMS AND CONDITIONS OF SUCH BONDS; RESOLVING OTHER MATTERS INCIDENT AND RELATING TO THE ISSUANCE, PAYMENT, SECURITY, SALE, AND DELIVERY OF THE BONDS; AND MAKING OTHER PROVISIONS REGARDING SUCH BONDS AND MATTERS INCIDENT THERETO

STATE OF TEXAS §
COUNTY OF HIDALGO §
CITY OF MISSION §

WHEREAS, the City of Mission, Texas (the "City" or "Issuer") has heretofore issued, sold, and delivered, and there are currently outstanding, pursuant to applicable laws, the following series or issues of obligations which are payable from a first lien on and pledge of the Net Revenues (as hereinafter defined) of the City's combined Waterworks and Sewer System (the "Previously Issued Parity Bonds"):

City of Mission, Texas Waterworks and Sewer System Refunding Bonds, Series 2016, dated July 1, 2016, now outstanding in the aggregate principal amount of \$3,170,000 (the "Series 2016 Bonds");

WHEREAS, the City Council has heretofore issued the following outstanding obligations which are payable from a second and subordinate lien on and pledge of the Net Revenues (as hereinafter defined) of the City's combined Waterworks and Sewer System (the "Junior Lien Bonds"):

City of Mission, Texas Waterworks and Sewer System Junior Lien Revenue Taxable Bonds, Series 2009, dated December 18, 2009, now outstanding in the aggregate principal amount of \$2,725,000 (the "Series 2009 Bonds");

City of Mission, Texas Waterworks and Sewer System Junior Lien Refunding Bonds, Series 2014, dated June 1, 2014, now outstanding in the aggregate principal amount of \$3,150,000 (the "Series 2014 Bonds");

City of Mission, Texas Waterworks and Sewer System Junior Lien Revenue Bonds, Series 2015, dated September 28, 2015, now outstanding in the aggregate principal amount of \$12,685,000 (the "Series 2015 Bonds");

WHEREAS, the City may, subject to complying with certain conditions, issue Additional Bonds, payable from a first lien on and pledge of the Net Revenues on parity with the City's outstanding Previously Issued Bonds as hereinafter defined;

WHEREAS, the City Council of the City deems it in the best interests of the City to issue bonds and to use the proceeds thereof to provide funds (i) to pay contractual obligations to pay the planning, design, and construction of certain wastewater system improvements and (ii) to pay the costs of issuance related to the issuance of these bonds;

WHEREAS, the Texas Water Development Board has approved a maximum loan to the City in the maximum amount of \$4,255,000 upon the terms and conditions as outlined in the Texas Water Development Board's Resolution adopted on June 6, 2023;

WHEREAS, the City Council hereby finds and determines that all of the bonds herein authorized to be issued and the deposits to certain accounts can and should be payable from and secured by a first lien on and pledge of the Net Revenues of the System;

WHEREAS, the bonds hereinafter authorized are to be issued and delivered pursuant to Sections 1502.051 through 1502.070, Texas Government Code, as amended, and other applicable laws of the State of Texas;

WHEREAS, it is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. DEFINITIONS. For all purposes of this Ordinance, except as otherwise expressly provided or unless the context otherwise requires, terms have the meanings assigned to them in this section.

“Additional Bonds” has the meaning assigned thereto in section 18 of this ordinance.

“Annual Debt Service Requirements” means, as of the date of calculation, the principal of and interest on all Parity Bonds coming due at Maturity or Stated Maturity (or that could come due on demand of the owner thereof other than by acceleration or other demand conditioned upon default by the City during such Fiscal Year for which the annual debt service is being calculated, or be payable in respect of any required purchase of such Debt by the City) in such Fiscal Year, and, for such purposes, any one or more of the following rules shall apply at the election of the City:

(1) Balloon Debt. If the principal (including the accretion of interest resulting from original issue discount or compounding of interest) of any series or issue of Funded Debt due (or payable in respect of any required purchase of such Funded Debt by the City) in any Fiscal Year either is equal to at least 25% of the total principal (including the accretion of interest resulting from original issue discount or compounding of interest) of such Funded Debt or exceeds by more than 50% the greatest amount of principal of such series or issue of Funded Debt due in any preceding or succeeding Fiscal Year (such principal due in such Fiscal Year for such series or issue of Funded Debt being referred to herein and throughout this Ordinance as "Balloon Debt"), and a designated financial officer shall deliver to the City a certificate providing for the retirement of (and the instrument

creating such Balloon Debt shall permit the retirement of), or for the accumulation of a sinking fund for (and the instrument creating such Balloon Debt shall permit the accumulation of a sinking fund for), such Balloon Debt according to a fixed schedule stated in such certificate ending on or before the Fiscal Year in which such principal (and premium, if any) is due, then the principal of (and, in the case of retirement, or to the extent provided for by the sinking fund accumulation, the premium, if any, and interest and other debt service charges on) such Balloon Debt shall be computed as if the same were due in accordance with such schedule, provided that this clause (2) shall apply only to Balloon Debt for which the installments previously scheduled have been paid or deposited to the sinking fund established with respect to such Debt on or before the times required by such schedule; and provided further that this clause (2) shall not apply where the City has elected to apply the rule set forth in clause (1) above;

(2) Prepaid Debt. Principal of and interest on the Bonds, and Parity Bonds, or portions thereof, shall not be included in the computation of the Annual Debt Service Requirements for any Fiscal Year for which such principal or interest are payable from funds on deposit or set aside irrevocably in trust for the payment thereof at the time of such calculations (including without limitation capitalized interest and accrued interest so deposited or set aside in trust) with a financial institution acting as fiduciary with respect to the payment of such Debt; and

(3) Variable Rate. As to any Parity Bonds that bear interest at a variable interest rate which cannot be ascertained at the time of calculation of the Annual Debt Service Requirement then, at the option of the City, either (A) an interest rate equal to the average rate borne by such Parity Bonds (or by comparable debt in the event that such Parity Bonds have not been outstanding during the preceding 24 months) for any 24 month period ending within 30 days prior to the date of calculation, or (B) an interest rate equal to the 30-year Revenue Bond Index (as most recently published in The Bond Buyer), shall be presumed to apply for all future dates, unless such index is no longer published in The Bond Buyer, in which case an index of revenue bonds with maturities of at least 20 years which is published in a financial newspaper or journal with national circulation may be used for this purpose (if two Series of Parity Bonds which bear interest at variable interest rate, or one or more maturities within a Series, of equal par amounts, are issued simultaneously with inverse floating interest rates providing a composite fixed interest rate for such Parity Bonds taken as a whole, such composite fixed rate shall be used in determining the Annual Debt Service Requirement with respect to such Parity Bonds);

With respect to any calculation of historic data, only those payments actually made in the subject period shall be taken into account in making such calculation and, with respect to prospective calculations, only those payments reasonably expected to be made in the subject period shall be taken into account in making the calculation.

“Average Annual Debt Service Requirements” means that average amount which, at the time of computation, will be required to pay the Annual Debt Service Requirements when due (either at Stated Maturity or mandatory redemption) and derived by dividing the total of such Annual Debt Service Requirements by the number of Fiscal Years then remaining before Stated Maturity of such Parity Bonds. For the purposes of this definition, a fractional period of a Fiscal Year shall be treated as an entire Fiscal Year. Capitalized interest payments provided from bond

proceeds, accrued interest on any Debt, and interest earnings thereon shall be excluded in making such computation.

“Bonds” means the City of Mission, Texas Waterworks and Sewer System Revenue Bonds, Series 2023 issued hereunder.

“Cede & Co.” means the designated nominee and its successors and assigns of The Depository Trust Company, New York.

“City” and “Issuer” mean the City of Mission, Texas, and where appropriate, the City Council.

“Debt” means:

(1) all indebtedness payable from Pledged Revenues and/or Net Revenues incurred or assumed by the City for borrowed money and all other financing obligations of the System payable from Pledged Revenues and/or Net Revenues that, in accordance with generally accepted accounting principles, are shown on the liability side of a balance sheet; and

(2) all other indebtedness payable from Pledged Revenues and/or Net Revenues (other than indebtedness otherwise treated as Debt hereunder) for borrowed money or for the acquisition, construction or improvement of property or capitalized lease obligations pertaining to the System that is guaranteed, directly or indirectly, in any manner by the City, or that is in effect guaranteed, directly or indirectly, by the City through an agreement, contingent or otherwise, to purchase any such indebtedness or to advance or supply funds for the payment or purchase of any such indebtedness or to purchase property or services primarily for the purpose of enabling the debtor or seller to make payment of such indebtedness, or to assure the owner of the indebtedness against loss, or to supply funds to or in any other manner invest in the debtor (including any agreement to pay for property or services irrespective of whether or not such property is delivered or such services are rendered), or otherwise.

For the purpose of determining Debt, there shall be excluded any particular Debt if, upon or prior to the Maturity thereof, there shall have been deposited with the proper depository (a) in trust the necessary funds (or investments that will provide sufficient funds, if permitted by the instrument creating such Debt) for the payment, redemption, or satisfaction of such Debt or (b) evidence of such Debt deposited for cancellation; and thereafter it shall not be considered Debt. No item shall be considered Debt unless such item constitutes indebtedness under generally accepted accounting principles applied on a basis consistent with the financial statements of the System in prior Fiscal Years.

“Depository” means one or more official depository banks of the City.

“DTC” means The Depository Trust Company, New York, New York and its successors and assigns.

“DTC Participant” means securities brokers and dealers, banks, trust companies, clearing

corporations, and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“Fiscal Year” means the twelve-month accounting period used by the City in connection with the operation of the System, currently ending on September 30 of each year, which may be any twelve consecutive month period established by the City, but in no event may the Fiscal Year be changed more than one time in any three calendar year period.

“Funded Debt” means all Parity Bonds created or assumed by the City that mature by their terms (in the absence of the exercise of any earlier right of demand), or that are renewable at the option of the City to a date, more than one year after the original creation or assumption of such Debt by the City.

“Gross Revenues” mean all revenues, income and receipts of every nature derived or received by the City from the operation and ownership of the System.

“Holder” means the registered owner, whose name appears in the Security Register, for any Parity Bond.

“Interest and Sinking Fund” means the special Fund created, established and maintained by the provisions of Sections 12 and 13 of this Ordinance.

“Junior Lien Bonds” means (i) any bonds, notes, warrants, certificates of obligation or other Debt issued by the City that are payable, in whole or in part, from and equally and ratably secured by a lien on and pledge of the Net Revenues, such pledge being subordinate and inferior to the lien on and pledge of the Net Revenues that are or will be pledged to the payment of any Parity Bonds and (ii) obligations hereafter issued to refund any of the foregoing if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Net Revenues on a parity with the Junior Lien Bonds.

“MSRB” means the Municipal Securities Rulemaking Board.

“Maintenance and Operating Expenses” means the reasonable and necessary expenses of operation and maintenance of the System as required by Section 1502.056, Texas Government Code, as amended, including all salaries, labor, materials, repairs and extensions necessary to render efficient service (but only such repairs and extensions as, in the judgment of the governing body of the City, are necessary to keep the System in operation and render adequate service to the City and the inhabitants thereof, or such as might be necessary to meet some physical accident or conditions which would otherwise impair the Parity Bonds), and all payments under contracts now or hereafter defined as operating expenses by the Legislature of Texas. Depreciation shall never be considered as a Maintenance and Operation Expense.

“Maturity” means, when used with respect to any Debt, the date on which the principal of such Debt or any installment thereof becomes due and payable as therein provided, whether at the Stated Maturity thereof or by declaration of acceleration, call for redemption, or otherwise.

“Maximum Annual Debt Service Requirements” means the greatest requirements of

Annual Debt Service Requirements (taking into account all mandatory principal redemption requirements) scheduled to occur in any future Fiscal Year or in the then current Fiscal Year for the particular obligations for which such calculation is made. Capitalized interest payments provided from Debt proceeds, accrued interest on any Debt, and interest earnings thereon shall be excluded in making such computation.

“Net Revenues” mean all Gross Revenues remaining after deducting the Maintenance and Operating Expenses.

“Ordinance” means this ordinance.

“Outstanding”, when used with respect to Parity Bonds, means, as of the date of determination, all Parity Bonds theretofore delivered under this Ordinance and any ordinance authorizing Additional Bonds, except:

- (1) Parity Bonds theretofore cancelled and delivered to the City or delivered to the Paying Agent/Registrar for cancellation;
- (2) Parity Bonds deemed paid pursuant to the provisions of Section 36 of this Ordinance or any comparable section of any ordinance authorizing Additional Bonds;
- (3) Parity Bonds upon transfer of or in exchange for and in lieu of which other Parity Bonds have been authenticated and delivered pursuant to this Ordinance and any ordinance authorizing Additional Bonds; and
- (4) Parity Bonds under which the obligations of the City have been released, discharged or extinguished in accordance with the terms thereof.

“Paying Agent/Registrar” shall have the meaning set forth in Section 8(a) hereof.

“Parity Bonds” means the Previously Issued Parity Bonds, the Bonds and any Additional Bonds hereafter issued by the City or obligations issued to refund any of the foregoing (as determined within the sole discretion of the City Council in accordance with applicable law) if issued in a manner that provides that the refunding bonds are payable from and equally and ratably secured by a first lien on and pledge of the Pledged Revenues.

“Permitted Investments” means any security or obligation or combination thereof permitted under the Public Funds Investments Act, Chapter 2256, Texas Government Code, as amended.

“Pledged Revenues” means (1) the Net Revenues, plus (2) any additional revenues, income, receipts, or other resources, including, without limitation, any grants, donations or income received or to be received from the United States Government, or any other public or private source, whether pursuant to an agreement or otherwise, which hereafter are pledged by the City to the payment of the Parity Bonds, and excluding those revenues excluded from Gross Revenues.

“Rating Agency” means any nationally recognized securities rating agency which has assigned, at the request of the City, a rating to the Parity Bonds.

“Record Date” as used in connection with any Bond, shall mean the close of business on the fifteenth business day of the month next preceding each Interest Payment Date.

“Required Reserve Amount” means the amount required to be maintained in the Parity Bonds Reserve Fund pursuant to the provisions of Section 14 of this Ordinance.

“Required Reserve Fund Deposits” means the deposits and credits, if any, required to be made to the Reserve Fund pursuant to the provisions of Section 14 of this Ordinance.

“SEC” means the United States Securities and Exchange Commission.

“Stated Maturity” means the annual principal payments of the Parity Bonds payable on the respective dates set forth in the ordinances which authorize the issuance of such Parity Bonds.

“System” means the City's combined waterworks and sewer system, which includes all properties, facilities, plants, improvements, equipment, interests and rights currently owned, operated and maintained by the City for the supply, treatment, transmission and distribution of treated potable water, for the collection and treatment of wastewater, and for water reuse, together with all future extensions, improvements, purchases, repairs, replacements and additions thereto, whether situated within or without the limits of the City, and all water (in any form) owned by the City.

“Term Bonds” means those Parity Bonds so designated in the ordinances authorizing such bonds which shall be subject to retirement by operation of a mandatory redemption account.

“Term of Issue” means with respect to any Balloon Debt, a period of time equal to the greater of (i) the period of time commencing on the date of issuance of such Balloon Debt and ending on the final maturity date of such Balloon Debt or (ii) twenty-five years.

“TWDB” shall mean the Texas Water Development Board.

Section 2. FINDINGS. The City hereby finds and determines that the recitations contained in the preamble hereto are true and correct and incorporates the said recitals in the preamble as if set forth in full at this place.

Section 3. AUTHORIZATION; DESIGNATION; PURPOSES. The Bonds shall be designated as the "City of Mission, Texas Waterworks and Sewer System Revenue Bonds, Series 2023" and shall be issued in fully registered form in the total authorized aggregate principal amount of Four Million Two Hundred Fifty-Five Thousand Dollars (\$4,255,000) (i) to provide funds to pay contractual obligations to pay the planning, design, and construction of certain wastewater system improvements and (ii) to pay costs of issuance, in accordance with Sections 1502.051 through 1502.070 of the Texas Government Code.

Section 4. DATE AND INTEREST PAYMENT DATES; INITIAL BONDS; DEFINITIVE BONDS; DENOMINATIONS (a) The Bonds shall be dated _____, 2023, and shall bear interest at the rates set forth in this Section 4 of this Ordinance from the date of delivery, or the most recent interest payment date to which such interest has been paid or duly

provided for, calculated on the basis of a 360-day year of twelve 30-day months, payable on _____, and semiannually thereafter on February 15 and August 15 of each year thereafter until maturity.

(b) The Initial Bond(s) herein authorized shall be issued either (i) as a single fully registered Bond in the total principal amount of \$4,255,000 with principal and interest payments to become due and payable as provided in this Section 4 and numbered T-1, or (ii) as separate, fully registered Bonds for each year of stated maturity in the applicable principal amounts and denominations and to be numbered consecutively from T-1 and upward (the "Initial Bond(s)"), and, in either case, the Initial Bond(s) shall be registered in the name of the TWDB or the designee(s) thereof, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF INITIAL BOND set forth in Exhibit "A" hereof. The Initial Bond(s) submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced. The Initial Bond(s) issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/ Registrar, but on each substitute bond issued in exchange for any Initial Bond or in exchange for any Bond issued under this Ordinance, the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF DEFINITIVE BONDS set forth in Exhibit "B".

(c) The Initial Bond(s) shall be submitted to the office of the Attorney General of the State of Texas for approval, certified and registered by the office of the Comptroller of Public Accounts and delivered to and delivered to the Paying Agent/Registrar. The Paying Agent/Registrar, pursuant to written instructions from the City, or the designee(s) thereof, and in accordance with Section 8 hereof, shall cancel the Initial Bond(s) delivered hereunder and exchange therefore Definitive Bonds (as hereinafter defined) of authorized denominations, stated maturities, principal amounts and bearing applicable interest rates, for transfer and delivery to the holders named at the addresses identified therefor; all pursuant to and in accordance with Section 7 hereof and such written instructions from the TWDB, or the designee(s) thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require. The Initial Bond(s) submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

(d) The definitive bonds (the "Definitive Bonds") shall be numbered consecutively from R-1, upward and shall mature and bear interest at the rates set forth in the Maturity Schedule and may be transferred and exchanged as set out in this Ordinance, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF DEFINITIVE BONDS set forth in Exhibit "B" hereof. Each substitute Bond issued in exchange for any Initial Bonds or Bonds issued under this Ordinance, shall require that the Paying Agent/Registrar execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF BONDS.

(e) The Bonds shall mature on February 15, in each of the years and in the principal amounts set out in the following schedule:

Section 5. SALE OF THE BONDS. The Initial Bonds are hereby sold and shall be delivered to the Texas Water Development Board for cash at the price of par and upon the terms and conditions set forth in the resolution of the TWDB dated the date of the TWDB meeting a copy of which is attached as Exhibit "C" in the form and substance presented to the City at this meeting. It is hereby officially found, determined, and declared that the terms of this sale are the most advantageous reasonably obtainable. The Bonds shall initially be registered in the name of the Texas Water Development Board.

In order that the City shall satisfy in a timely manner all of its obligations under this Ordinance, and the agreement executed in connection with the sale of the Bonds the Mayor, the City Secretary and all other appropriate officers and agents of the City are hereby authorized and directed to take all other actions that are reasonably necessary to provide for the issuance and delivery of the Bonds, including, without limitation, executing and delivering on behalf of the City all certificates, consents, receipts, requests, notices and other documents as may be reasonably necessary to satisfy the City's obligations under this Ordinance, and the agreement executed in connection with the sale of the Bonds and to direct the transfer and application of funds of the City consistent with the provisions of this Ordinance. The Mayor is authorized to execute an agreement with the TWDB setting forth the terms and uses of all grant funds to be made available by TWDB.

While TWDB is the owner of the Bonds, the principal or redemption price of the Bonds shall be payable by wire transfer without exchange or collection charges. Otherwise, principal or redemption price of the Bonds shall be payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender, as they respectively become due and payable, at the principal trust office of the Paying Agent/Registrar. As long as TWDB is the owner of the Bonds, the interest on each Bond shall be payable by wire transfer without exchange or collection charges dated as of the Interest Payment Date. Otherwise, interest on each Bond shall be payable in any coin or currency of the United States of America mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Owner of record as of the Record Date, to the address of such Owner as shown on the Bond Register.

Section 6. DELIVERY OF BONDS; USE OF PROCEEDS. (a) Pursuant to Section 5 hereof, the City shall deliver the Bonds to the TWDB upon receipt of the Purchase Price.

(b) Proceeds of Sale. Promptly after the delivery of the Bonds, the proceeds from the sale and delivery of the Bonds shall be allocated as follows:

- (i) Escrow Accounts. At Closing, proceeds in the amount of \$_____ from the sale of the Bonds to the TWDB shall be deposited in the TWDB No. 1001643, City of Mission, Texas Waterworks and Sewer System Revenue Bonds, Series 2023 Escrow Account and TWDB No. G1001644, Grant Agreement Escrow Account (the "Escrow Accounts"), subject to being withdrawn only with the approval of the Executive Administrator of the TWDB or another designated representative under the terms of the Escrow Agreement between the City and the Escrow Agent in accordance with the Public Funds Investment Act, Government Code, Chapter 2256, and the Public Funds Collateral Act, Government Code, Chapter 2257, attached hereto as Exhibit "D".

- (ii) Construction Fund. The Waterworks and Sewer System Revenue Bonds, Series 2023 Construction Fund (the “Construction Fund”) is hereby created as a special fund of the City. Money deposited in the Construction Fund from the Escrow Funds shall be used only for the purposes set forth in Section 3 of this Ordinance.
- (iii) Costs of Issuance. Proceeds in an amount equal to the costs of issuance of the Bonds shall be applied to pay such costs as the City may arrange.
- (iv) Unused Proceeds. Unused proceeds, which are those funds unspent after the original approved project is completed, shall be used for enhancements to the original project that are explicitly approved by the Executive Administrator. If no enhancements are authorized by the Executive Administrator, the City shall submit a final accounting and disposition of any unused funds.
- (v) Surplus Proceeds. The City shall use any loan proceeds from the Bonds that are determined to be surplus funds remaining after completion of the project and completion of a final accounting in a manner as approved by the Executive Administrator.

Section 7. OPTIONAL REDEMPTION.

(a) The City reserves the right to call the Bonds for early redemption only in inverse order of maturity on any date beginning on or after the first interest payment date which is ten (10) years from the dated date of the Bonds, at a redemption price of par, together with all accrued interest to the date fixed for redemption. If less than all of the Bonds of a particular maturity are redeemed, the particular Bonds or portions thereof to be redeemed shall be selected at random and by lot by the Paying Agent/Registrar on behalf of the City.

(b) Bonds may be redeemed only in integral multiples of \$5,000 of principal amount. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, the Registrar shall treat each Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond by \$5,000. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 7 hereof, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

Section 8. CHARACTERISTICS OF THE BONDS. (a) Registration, Transfer, and Exchange; Authentication. _____ is hereby appointed as the registrar and paying agent for the Bonds (the “Paying Agent/Registrar”) pursuant to the terms and provisions of the Paying Agent/Registrar Agreement, a substantial copy of which is attached hereto as Exhibit “E” which is hereby authorized, approved and incorporated hereto by reference by the City and which the appropriate officials of the City are hereby authorized to execute. The officers of the City are each hereby authorized to execute, attest and affix the City's seal to the Paying Agent/Registrar Agreement, the terms and provisions of which are hereby approved.

The City shall keep or cause to be kept at the designated corporate trust office of the Paying Agent/Registrar books or records for the registration of the transfer and exchange of the Bonds

(the "Registration Books"), and the City hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the City and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the registered owner of each Bond to which payments with respect to the Bonds shall be mailed, as herein provided; but it shall be the duty of each registered owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. To the extent possible and under reasonable circumstances, all transfers of Bonds shall be made within three business days after request and presentation thereof. The City shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. Except as provided in (c) below, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds surrendered for transfer and exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the City or any other body or person so as to accomplish the foregoing transfer and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the preparation, execution and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to the Texas Government Code, Chapter 1201, the duty of transfer and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Bond, the transferred and exchanged Bond shall be valid, incontestable and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Ordinance, approved by the Attorney General and registered by the Comptroller of Public Accounts.

(b) Substitute Paying Agent/Registrar. The City covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the City will provide a competent and legally qualified bank, trust company, financial institution or other entity to act as and perform the services of Paying Agent/Registrar for the Bonds under this Ordinance, and that the Paying Agent/Registrar will be one entity. The City reserves the right to, and may, at its option and to the extent permitted by law, (i) act in the capacity of Paying Agent/Registrar or (ii) change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition or other method) should resign or otherwise cease to act as such, the City covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the City. Upon any change in the Paying Agent/Registrar, the City promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying

Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(c) *Book-Entry-Only System for Bonds.* The Bonds issued in exchange for the Bonds initially issued to the purchaser(s) specified in Section 4 herein shall be initially issued in the form of a separate single fully registered Bond for each maturity thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of The Depository Trust Company of New York ("DTC"), and except as provided in subsection (e) hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created ("DTC Participant") to hold securities, to facilitate the clearance and settlement of securities transaction among DTC Participants or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of the Bonds, as shown on the Registration Books, of any notice with respect to the Bonds or (iii) the payment to any DTC Participant or any other person, other than a registered owner of the Bonds, as shown in the Registration Books of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the Issuer and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Registration Books as the absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bonds, for the purpose of registering transfers with respect to such Bonds and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the registered owners, as shown in the Registration Books as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner, as shown in the Registration Books, shall receive a Bond evidencing the obligation of the Issuer to make payments of principal and interest pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Ordinance with respect to interest checks being mailed to the registered owner at the close of business on the Record Date, the words "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(d) *Successor Securities Depository; Transfers Outside Book-Entry-Only Systems.* In the event that the Issuer determines to discontinue the use of the Book-Entry-Only System through DTC, or DTC determines to discontinue providing its services with respect to the Bonds, the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds

credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Registration Books in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names registered owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance. Whenever a successor securities depository has been appointed pursuant to this paragraph, the terms DTC and DTC Participant as used in this Ordinance shall refer to such successor securities depository and its participants, respectively.

(e) *Payments to Cede & Co.* Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee for DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the representation letter of the Issuer to DTC.

(f) *DTC Letter of Representation.* The officers of the Issuer are herein authorized for and on behalf of the Issuer and as officers of the Issuer to enter into one or more amendments to the Blanket Letters of Representation with DTC as deemed necessary to establish and maintain the Book-Entry-Only System with respect to the Bonds.

Section 9. EXECUTION OF BONDS; SEAL. The Bonds shall be signed by the Mayor and countersigned by the City Secretary of the City Council, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of such officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds. If any officer of the City whose signature shall be on the Bonds, or on any certification required in connection with the Bonds, shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds or certification required in connection with the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

Section 10. PLEDGE OF PLEDGED REVENUES. The Pledged Revenues are hereby irrevocably pledged, on parity, to the payment and security of the Parity Bonds, including the establishment and maintenance of the special funds created, established and maintained for the payment and security thereof, all as hereinafter provided; and it is hereby ordained that the Parity Bonds, and the interest thereon, shall constitute a lien on and pledge of the Pledged Revenues and be valid and binding without any physical delivery thereof or further act by the City, and the lien created hereby on the Pledged Revenues for the payment and security of the Parity Bonds, including the establishment and maintenance of the special funds created, established and maintained for the payment and security thereof, and the amounts payable from such funds shall be superior to the lien on and pledge of the Net Revenues securing payment of any Subordinate Lien Obligations issued by the City.

Section 11. DEPOSITS TO REVENUE FUND. There has been created and established on the books of the City, and accounted for separate and apart from all other funds of the City, a special fund entitled the "City of Mission, Texas, Waterworks and Sewer System Revenue Fund" (the "Revenue Fund"). All Gross Revenues of the System shall be credited to the Revenue Fund immediately upon receipt and all Maintenance and Operation Expenses of the System shall be paid

from such Gross Revenues as a first charge against same. The City shall maintain a two (2)-month reserve amount based upon the budgeted amount of Maintenance and Operation Expenses for the current Fiscal Year, which amount shall be retained in the Revenue Fund.

Section 12. FLOW OF FUNDS. All gross revenues deposited and credited to the Revenue Fund are hereby pledged and appropriated to the extent required, for the following uses and in the order of priority shown:

- First, to the Maintenance and Operation Expenses;
- Second, to the Interest and Sinking Fund in equal monthly installments made on or before the day prior to the 1st day of each month hereafter, as will be sufficient to pay the interest scheduled to come due on the Parity Bonds on the next interest payment date; and such amounts, in equal monthly installments, as will be sufficient to pay the next maturing principal of the Parity Bonds;
- Third, to make deposits to the Parity Bonds Reserve Fund as provided in Section 14;
- Fourth, to the “Waterworks and Sewer System Junior Lien Revenue Bonds Interest and Sinking Fund” (the “Junior Lien Interest and Sinking Fund”) and to the “Waterworks and Sewer System Junior Lien Revenue Bonds Reserve Fund” (the “Junior Lien Reserve Fund”) when and in the amounts required by the ordinances authorizing the issuance of the Junior Lien Bonds and any bonds which the City has reserved the right to issue on a parity and equal dignity with the Junior Lien Bonds;
- Fifth, to the Improvement and Contingency Fund, when and in the amounts required by ordinances of the City authorizing the issuance of obligations secured by the Net Revenues of the System;

Any Net Revenues remaining after satisfying the foregoing payments, or making adequate and sufficient provision for the payment thereof, may be appropriated and used for any other lawful purpose.

Section 13. PARITY BONDS INTEREST AND SINKING FUND; REQUIREMENTS.

(a) For the sole purpose of paying the principal of and interest on the Previously Issued Parity Bonds, the Bonds and the Additional Bonds, as the same come due, there has been created and established on the books of the City a separate fund entitled the "City of Mission, Texas, Waterworks and Sewer System Parity Bonds Interest and Sinking Fund" (hereinafter called the "Interest and Sinking Fund"). The City covenants that while any Parity Bonds are outstanding, funds will be deposited to the Interest and Sinking Fund as required under Section 12, hereof.

(b) The required monthly deposits and credits to the Parity Bonds Interest and Sinking Fund shall continue to be made as hereinabove provided until such time as (i) the total amount on deposit in and credited to the Parity Bonds Interest and Sinking Fund is equal to the amount required to fully pay and discharge all outstanding Parity Bonds (principal, premium, if any, and

interest) or (ii) no Parity Bonds remain outstanding. For the purpose of determining whether sufficient funds are on deposit in or credited to the Parity Bonds Interest and Sinking Fund, to satisfy the requirements of paragraphs (i) or (ii), to fully pay and discharge all outstanding Parity Bonds, all amounts on deposit in and credited to the Parity Bonds Reserve Fund shall be deemed to be on deposit in and credited to the Parity Bonds Interest and Sinking Fund.

(c) Accrued interest and capitalized interest, if any, received at Closing from the purchaser of any Parity Bonds shall be taken into consideration and reduce the amount of the deposits and credits hereinabove required in the Parity Bonds Interest and Sinking Fund.

(d) While any of the Parity Bonds are outstanding, the City shall transfer to the respective paying agent/registrars therefor, from funds on deposit in and credited to the Parity Bonds Interest and Sinking Fund, and, if necessary, funds on deposit in the Parity Bonds Reserve Fund, amounts sufficient to fully pay and discharge promptly the interest on and principal of the Parity Bonds as shall become due on each interest or principal payment date, or date of redemption of the Parity Bonds. Such transfer of funds must be made in such manner as will cause immediately available funds to be deposited with each respective paying agent/registrars for the Parity Bonds not later than the business day next preceding the date such payment is shall only be used to pay the principal of and interest on such Parity Bonds. The Paying Agent/Registrar shall destroy all Parity Bonds paid in full and furnish the City with an appropriate certificate of cancellation or destruction.

Section 14. PARITY BONDS RESERVE FUND REQUIREMENTS.

As a debt service reserve fund for the Parity Bonds, the City has created the Parity Bonds Reserve Fund (the "Reserve Fund"). The City covenants to maintain in the Reserve Fund, at all times, an amount no less than the Average Annual Debt Service Requirements of the outstanding Parity Bonds (the "Required Reserve Amount"). The Reserve Fund currently shows a balance of \$_____. The Required Reserve Amount required under the City's Parity Bond Ordinances for parity bonds outstanding prior to issuance of the Bonds is \$_____. The Required Reserve Amount after the issuance of the Bonds will be \$_____. The City covenants, that over the initial sixty (60) months following the delivery of the Bonds, to deposit to the Reserve Fund, in equal monthly installments, an equal amount of money until the Reserve Fund contains therein the Required Reserve Amount resulting from issuance of the Bonds.

When and so long as the money and investments in the Reserve Fund are not less than the Required Reserve Amount, no deposits need be made to the credit of the Reserve Fund. When and if the Reserve Fund contains less than the Required Reserve Amount due to any increase in the Required Reserve Amount as a result of the issuance of any Additional Bonds, any increase in the Required Reserve Amount may be funded from Net Revenues, or from proceeds of any Additional Bonds, or any other available source or combination of sources. Except for the Bonds, all or any part of the Required Reserve Amount not funded initially and immediately after the delivery of any installment or issue of any Additional Bonds shall be funded within not more than five years from the dated of such delivery, by deposits of Net Revenues in equal monthly installments on or before the 25th of each month thereafter ("Required Reserve Fund Deposits"). If and when the Reserve Fund at any time contains less than the Required Reserve Amount due to any cause or condition, other than the issuance of Additional Bonds, then, subject and subordinate to making the required deposits to the credit of the Interest and Sinking Fund, such deficiency shall be made up as soon as possible from the next available Net Revenues, or from any other sources

available for such purpose by depositing to the credit of the Reserve Fund, monthly on or before the 25th of each month thereafter, a sum equal to 1/10th of the deficiency amount, until the Reserve Fund is restored to the Required Reserve Amount. Principal amounts of any Parity Bonds which must be redeemed pursuant to any applicable mandatory redemption requirements shall be deemed to be maturing amounts of principal for the purpose of calculating principal and interest requirements on such bonds. The City specifically covenants that when and so long as the Reserve Fund contains the Required Reserve Amount, the City shall cause all interest and income derived from the deposit or investment of the Reserve Fund to be deposited to the Interest and Sinking Fund.

Section 15. IMPROVEMENT AND CONTINGENCY FUND. There has been established and maintained on the books of the City, and accounted for separate and apart from all other funds of the City, a separate fund entitled “City of Mission Waterworks and Sewer System Improvement and Contingency Fund” (the “Improvement and Contingency Fund”). The Improvement and Contingency Fund shall be used for the purpose of paying the costs of improvements, enlargements, extensions, additions, replacements, or other capital expenditures related to the System, or for paying the costs of unexpected or extraordinary repairs or replacements of the System for which System funds are not available, or for paying unexpected or extraordinary expenses of operation and maintenance of the System for which System funds are not otherwise available, or for any other lawful purpose.

Section 16. IMPROVEMENT AND CONTINGENCY FUND REQUIREMENTS. Subject and subordinate to making the required deposits to the credit of the Parity Bonds Interest and Sinking Fund, the Parity Bonds Reserve Fund, the Junior Lien Bonds Sinking Fund and the Junior Lien Bonds Reserve Fund, the City shall deposit to the credit of the Improvement and Contingency Fund, all remaining surplus Net Revenues in the System Fund to be used for authorized purposes.

Section 17. PAYMENT OF THE BONDS. On or before one day prior to each February 15 and August 15, while any of the Bonds are outstanding and unpaid, the City shall make available to the paying agent therefor, out of the Interest and Sinking Fund and the Reserve Fund, if necessary, money sufficient to pay such interest on and such principal of the Bonds, as shall become due on such dates, respectively, at maturity or by redemption prior to maturity. At the direction of the City, the appropriate paying agent shall either deliver paid Bonds to the City or destroy all paid Bonds, and furnish the City with an appropriate certificate of cancellation or destruction.

Section 18. ISSUANCE OF ADDITIONAL BONDS ON A PARITY WITH THE BONDS. (a) The City shall have the right and power at any time and from time to time and in one or more series or issues, to authorize, issue, and deliver Additional Bonds, in accordance with law, and this Ordinance, in any amounts, for any lawful purpose, including the refunding of any Bonds, or other obligations. Such Additional Bonds, if and when authorized, issued and delivered in accordance with this Ordinance, shall be secured by and made payable equally and ratably on a parity with the Bonds and all other outstanding Parity Bonds, from an irrevocable first lien on and pledge of the Net Revenues.

(b) The principal of all Additional Bonds must be scheduled to be paid or mature on February 15 or August 15 of the years in which such principal and interest is scheduled to be paid or mature.

Section 19. CONDITIONS FOR ISSUANCE OF ADDITIONAL BONDS. Additional Bonds shall be issued only in accordance with this Ordinance, and no installment, series or issue of Additional Bonds shall be issued or delivered unless the following requirements are satisfied:

(a) The City Manager and the City Secretary of the City sign a written certificate to the effect that the City is not in default as to any covenant, condition, or obligation in connection with all outstanding Parity Bonds and the ordinances authorizing same, and that the Interest and Sinking Fund and the Reserve Fund and any reserve fund securing any other series of issue of Parity Bonds each contains the amount then required to be therein.

(b) An independent certified public accountant (“CPA”), or independent firm of CPA’s, acting by and through a CPA, or independent Engineer signs and delivers a written certificate to the effect that, during either the next preceding Fiscal Year, or any 12 consecutive calendar month period ending not more than 90 days prior to the date of the then proposed Additional Bonds, the Net Revenues were, in the opinion thereof, at least equal to the greater of (i) 1.25 times the Average Annual Debt Service Requirements (computed on a Fiscal Year basis), including deposits to all funds, of the Parity Bonds and the Additional Bonds to be outstanding after the issuance of the then proposed Additional Bonds, or (ii) 1.10 times the Maximum Annual Debt Service Requirements (computed in the same manner as for Parity Bonds) of all outstanding obligations payable from a lien on and pledge of the Net Revenues of the System and all obligations to be outstanding after the issuance of the then proposed Additional Bonds. In making a determination of Net Revenues for any of the purposes described in this section, the CPA or independent Engineer may take into consideration a change in the rates and charges for services and facilities afforded by the System that became effective at least 60 days prior to the last day of the period for which Net Revenues are determined and, for purposes of satisfying the Net Revenues tests described above, make a pro forma determination of the Net Revenues of the System for the period of time covered by said CPA’s or independent Engineer’s certification or opinion based on such change in rates and charges being in effect for the entire period covered by said CPA’s or independent Engineer's certificate or opinion.

(c) Provision shall be made in the Ordinance authorizing their issuance for immediately increasing the Parity Bonds Reserve Fund to the Required Reserve Amount as required by Section 14 hereof with the proceeds of the Additional Bonds, or other available source or combination of sources including Net Revenues, or both.

(d) that all calculations of Maximum Annual Debt Service Requirements made pursuant to this Section are made as of and from the date of the Additional Bonds then proposed to be issued.

(e) All calculations of maximum annual principal and interest requirements of any bonds made in connection with the issuance of any then proposed Additional Bonds shall be made as of the date of such Additional Bonds; and also in making calculations for such purpose, and for any other purpose under this Ordinance, principal amounts of any Bonds which must be redeemed prior to maturity pursuant to any applicable mandatory redemption requirements shall be deemed to be maturing amounts of principal of such bonds.

The City reserves the right to issue Additional Bonds to refund all or any part of the outstanding Parity Bonds or any other obligations of the City payable, in whole or in part, from the Pledged Revenues, pursuant to any law then available, upon such terms and conditions as the City Council may deem to be in the best interest of the City, its inhabitants and other customers of the System, and, unless all of the then outstanding Parity Bonds are refunded, the conditions precedent prescribed for the issuance of Additional Bonds and the representations and certifications required in Section 18 and this Section 19 shall be satisfied and shall give effect to the Maximum Annual Debt Service Requirements of the proposed refunding Additional Bonds (but shall not give effect to the Maximum Annual Debt Service Requirements of the obligations being refunded following their cancellation or provision being made for their payment); provided, however, if as a result of such refunding, the Annual Debt Service Requirements are not increased in any Fiscal Year, the City shall not be required to satisfy the requirements of Section 18(b) as a requirement for the issuance of such refunding Additional Bonds.

Section 20. DEFICIENCIES - EXCESS PLEDGED OR NET REVENUES. (a) If on any occasion there shall not be sufficient Pledged Revenues to make the required deposits and credits to the Interest and Sinking Fund and the Reserve Fund, then such deficiency shall be cured as soon as possible from the next available unallocated Pledged Revenues, or from any other sources available for such purpose, and such deposits and credits shall be in addition to the amounts otherwise required to be deposited and credited to these Funds.

(b) Subject to making the deposits and credits required by this Ordinance, or any ordinances authorizing the issuance of Additional Bonds, or the payments and credits required by the provisions of the ordinances authorizing the issuance of Junior Lien Bonds, the excess Net Revenues may be used for any lawful purpose.

Section 21. INVESTMENT OF FUNDS; VALUATION; TRANSFER OF INVESTMENT INCOME.

(a) Money in the Revenue Fund and the Interest and Sinking Fund, may, at the option of the City, be invested in Permitted Investments under the Public Funds Investment Act; provided that all such deposits and investments shall be made in such manner that the money required to be expended from any fund will be available at the proper time or times. All such deposited funds shall be secured as required under the Public Funds Collateral Act, Chapter 2257, Government Code. All such investments shall be valued in terms of current market value no less frequently than the last business day of the City's Fiscal Year, except that any direct obligations of the United States of America - State and Local Government Series shall be continuously valued at their par value or principal face amount. Any obligation in which money is so invested shall be kept and held at the Depository, except as otherwise permitted by the laws applicable to the City. For purposes of maximizing investment returns, money in such funds may be invested, together with money in other funds or with other money of the City, in common investments of the kind described above, or in a common pool of such investments held by the City or its designated agent, which shall not be deemed to be or constitute a commingling of such money or funds provided that safekeeping receipts or certificates of participation clearly evidencing the investment or investment pool in which such money is invested and the share thereof purchased with such money or owned by such fund are held by or on behalf of each such fund. If necessary, such investments shall be promptly sold to prevent any default.

(b) All interest and income derived from such investments shall be credited to the Revenue

Fund semi-annually.

Section 22. PAYMENT OF PARITY BONDS. While any of the Parity Bonds are outstanding, the City shall transfer to the respective paying agent/registrar therefor, from funds on deposit in and credited to the Interest and Sinking Fund, and, if necessary, funds on deposit in the respective reserve funds established for the benefit of respective Parity Bonds, amounts sufficient to fully pay and discharge promptly the interest on and principal of the Parity Bonds as shall become due on each interest or principal payment date, or date of redemption of the Parity Bonds; such transfer of funds must be made in such manner as will cause immediately available funds to be deposited with each respective paying agent/registrar for the Parity Bonds not later than the business day next preceding the date such payment is due on the Parity Bonds; provided that funds withdrawn from a reserve fund established for a particular issue or series of Parity Bonds shall only be used to pay the principal of and interest on such Parity Bonds. The Paying Agent/Registrar shall destroy all paid Parity Bonds and furnish the City with an appropriate certificate of cancellation or destruction.

Section 23. RATES AND CHARGES. For the benefit of the Holders of the Parity Bonds and in addition to all provisions and covenants in the laws of the State of Texas and in this Ordinance, the City hereby expressly stipulates and agrees, while any of the Parity Bonds are outstanding, to establish and maintain rates and charges for facilities and services afforded by the System that are reasonably expected, on the basis of available information and experience and with due allowance for contingencies, to produce Gross Revenues in each Fiscal Year reasonably anticipated to be sufficient:

- A. to pay Maintenance and Operating Expenses;
- B. to produce Pledged Revenues at least equal to the greater of 1.25 times the Average Annual Debt Service Requirements of the Parity Bonds or 1.10 times the Maximum Annual Debt Service Requirements of all outstanding obligations payable from a lien on and pledge of the Net Revenues of the System;
- C. to produce Pledged Revenues in amounts sufficient to enable the City to make the deposits and credits, if any, from Pledged Revenues to the Interest and Sinking Fund and Reserve Fund, including required deposits for any issue or series of Parity Bonds, and other amounts payable under Section 13 hereof;
- D. to produce Pledged Revenues, together with any other lawfully available funds (including the proceeds of Debt which the City expects will be utilized to pay all or part of the principal of and/or interest on any obligations described in this subsection D, sufficient to pay the principal of and interest on any Junior Lien Bonds issued by the City and the amounts required to be deposited in any reserve or contingency fund created for the payment and security of the Parity Bonds and Junior Lien Bonds and any other obligations or evidences of indebtedness issued or incurred that are payable from, in whole or in part, a subordinate lien on and pledge of the Pledged Revenues; and
- E. to pay any other Debt payable from the Pledged Revenues and/or secured by a lien on the Pledged Revenues.

Should the annual audit report required by Section 25 hereof reflect that the Pledged Revenues for the Fiscal Year covered thereby were less than necessary to meet the requirements of this Section, the City Council will review the operations of the System and the rates and charges for services provided, and the City Council will make the necessary adjustments or revisions, if any, in order that the Pledged Revenues for the succeeding year will be sufficient to satisfy the foregoing coverage requirements.

Section 24. GENERAL COVENANTS. The City further covenants and agrees that in accordance with and to the extent required or permitted by law:

(a) Performance. It will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in any ordinance authorizing the issuance of Parity Bonds, including this Ordinance, and in each and every Parity Bond; it will promptly pay or cause to be paid the principal of and interest on every Parity Bond on the dates and in the places and manner prescribed in such ordinances and obligations; and it will, at the times and in the manner prescribed, deposit and credit or cause to be deposited and credited the amounts required to be deposited and credited to the Interest and Sinking Fund and every reserve fund established for the benefit of any issue or series of Additional Bonds.

(b) City's Legal Authority. It is a duly created and existing home rule city of the State of Texas, and is duly authorized under the laws of the State of Texas to create and issue the Bonds; that all action on its part for the creation and issuance of the Bonds has been duly and effectively taken, and that the Bonds in the hands of the Holders thereof are and will be valid and enforceable special obligations of the City in accordance with their terms.

(c) Title. It has or will obtain lawful title to the lands, buildings, structures and facilities constituting the System, that it warrants that it will defend the title to all the aforesaid lands, buildings, structures and facilities, and every part thereof, for the benefit of the Holders of the Parity Bonds, against the claims and demands of all persons whomsoever, that it is lawfully qualified to pledge the Pledged Revenues to the payment of the Parity Bonds in the manner prescribed herein, and has lawfully exercised such rights.

(d) Liens. It will from time to time and before the same become delinquent pay and discharge all taxes, assessments and governmental charges, if any, which shall be lawfully imposed upon it, or the System; it will pay all lawful claims for rents, royalties, labor, materials and supplies which if unpaid might by law become a lien or charge thereon, the lien of which would be prior to or interfere with the liens hereof, so that the priority of the liens granted hereunder shall be fully preserved in the manner provided herein, and it will not create or suffer to be created any mechanic's, laborer's, materialman's or other lien or charge which might or could be prior to the liens hereof, or do or suffer any matter or thing whereby the liens hereof might or could be impaired; provided, however, that no such tax, assessment or charge, and that no such claims which might be used as the basis of a mechanic's, laborer's, materialman's or other lien or charge, shall be required to be paid so long as the validity of the same shall be contested in good faith by the City.

(e) Operation of System; No Free Service. It will, while the Parity Bonds are outstanding and unpaid, continuously and efficiently operate the System, and shall maintain the System in good condition, repair and working order, all at reasonable cost. No free service of the System shall be

allowed, and should the City or any of its agencies or instrumentalities make use of the services and facilities of the System, payment of the reasonable value shall be made by the City out of funds from sources other than the Gross Revenues of the System, unless made from surplus or excess Pledged Revenues as permitted in Section 9.

(f) Mandatory Connection to Service. The City shall require and insure that all owners of property, capable of receiving service as a result of the improvements to be undertaken with the proceeds of the Bonds, actually connect their properties to the City's wastewater system constructed by these funds within a reasonable period of time not to exceed 90 days from the date the City notifies the property owner that service is available; provided however, that the Executive Administrator may extend this time upon written request for good cause shown. In this connection, the City shall exercise its authority pursuant to Section 17.934(a)(2) of the Texas Water Code to impose any incentives or penalties available under law.

(g) Further Encumbrance. While the Parity Bonds are outstanding and unpaid, it will not additionally encumber the Pledged Revenues in any manner, except as permitted in this Ordinance in connection with Additional Bonds, unless said encumbrance is made junior and subordinate in all respects to the liens, pledges, covenants and agreements of this Ordinance; but the right of the City to issue or incur obligations payable from a subordinate lien on the Pledged Revenues is specifically recognized and retained.

(h) Sale or Disposal of Property. While the Parity Bonds are outstanding and unpaid, it will not sell, convey, mortgage, encumber, lease or in any manner transfer title to, or otherwise dispose of the System, or any significant or substantial part thereof; provided that whenever the City deems it necessary to dispose of any other property, machinery, fixtures or equipment, it may sell or otherwise dispose of such property, machinery, fixtures or equipment when it has made arrangements to replace the same or provide substitutes therefor, unless it is determined that no such replacement or substitute is necessary; and, provided further, that the City retains the right to sell, convey, mortgage, encumber, lease or otherwise dispose of any significant or substantial part of the System if (i) the City's consulting engineer delivers a certificate to the City Council to the effect that, following such action by the City, the System is expected to produce Gross Revenues in amounts sufficient in each Fiscal Year while any of the Parity Bonds are to be outstanding to comply with the obligations of the City contained in this Ordinance and in the ordinances authorizing the issuance of Additional Bonds; (ii) the City Council makes a finding and determination to the same effect as the certificate of the City Manager set forth in (i) above and (iii) each national rating service then maintaining a rating on any Parity Bond delivers a letter to the City to the effect that such sale, conveyance, mortgage, encumbrance, lease or other disposition will not cause the rating agency to withdraw or lower the unenhanced rating on any Parity Bonds then in effect. Proceeds from any sale hereunder not used to replace or provide for substitution of such property sold, shall be used for improvements to the System or to purchase or redeem Parity Bonds.

(i) Insurance. (1) It shall cause to be insured such parts of the System as would usually be insured by municipal corporations operating like properties, with a responsible insurance company or companies, against risks, accidents or casualties against which and to the extent insurance is usually carried by municipal corporations operating like properties, including, to the extent reasonably obtainable, fire and extended coverage insurance, insurance against damage by floods, and use and occupancy insurance. The amount of coverage shall never be less than

sufficient to protect the TWDB's interest in the project. Public liability and property damage insurance shall also be carried unless the City Attorney of the City gives a written opinion to the effect that the City is not liable for claims which would be protected by such insurance. At any time while any contractor engaged in construction work shall be fully responsible therefor, the City shall not be required to carry insurance on the work being constructed if the contractor is required to carry appropriate insurance. All such policies shall be open to the inspection of the Holders and their representatives at all reasonable times. Upon the occurrence of any loss or damage covered by insurance from one or more of said causes, the City shall make due proof of loss and shall do all things necessary or desirable to cause the insuring companies to make payment in full directly to the City. The proceeds of insurance covering such property are hereby pledged as security for the Parity Bonds and, together with any other funds necessary and available for such purpose, shall be used forthwith by the City for repairing the property damaged or replacing the property destroyed; provided, however, that if said insurance proceeds and other funds are insufficient for such purpose, then said insurance proceeds pertaining to the System shall be used promptly as follows:

(i) for the redemption prior to maturity of the Parity Bonds, ratably in the proportion that the Outstanding principal of each series of Parity Bonds bears to the total Outstanding principal of all Parity Bonds, provided that if on any such occasion the principal of any such series is not subject to redemption, it shall not be regarded as Outstanding in making the foregoing computation; or

(ii) if none of the Outstanding Parity Bonds is subject to redemption, then for the purchase on the open market and retirement of said Parity Bonds in the same proportion as prescribed in the foregoing clause (i), to the extent practicable; provided that the purchase price for any Parity Bond shall not exceed the redemption price of such Parity Bond on the first date upon which it becomes subject to redemption; or

(iii) to the extent that the foregoing clauses (i) and (ii) cannot be complied with at the time, the insurance proceeds, or the remainder thereof, shall be deposited in a special and separate trust fund, at an official depository of the City, to be designated the Insurance Account. The Insurance Account shall be held until such time as the foregoing clauses (i) and/or (ii) can be complied with, or until other funds become available which, together with the Insurance Account, will be sufficient to make the repairs or replacements originally required, whichever of said events occurs first.

(2) The foregoing provisions of (1) above notwithstanding, the City shall have authority to enter into coinsurance or similar plans where risk of loss is shared in whole or in part by the City.

(3) The annual audit hereinafter required shall contain a section commenting on whether or not the City has complied with the requirements of this Section with respect to the maintenance of insurance, and listing all policies carried, and whether or not all insurance premiums upon the insurance policies to which reference is hereinbefore made have been paid.

(4) The payment of premiums for all insurance policies required under the provisions hereof and the costs associated with the maintenance of any self-insurance

program shall be considered Maintenance and Operating Expenses. Nothing in this Ordinance shall be construed as requiring the City to expend any funds which are derived from sources other than the operation of the System, but nothing herein shall be construed as preventing the City from doing so.

(j) *Governmental Agencies.* It will comply with all of the terms and conditions of any and all franchises, permits and authorizations applicable to or necessary with respect to the System, and which have been obtained from any governmental agency; and the City's consulting engineer has or will obtain and keep in full force and effect all franchises, permits, authorization and other requirements applicable to or necessary with respect to the acquisition, construction, equipment, operation and maintenance of the System.

(k) *No Competition.* It will not grant any franchise or permit for the acquisition, construction or operation of any competing facilities which might be used as a substitute for the System's facilities, and, to the extent that it legally may, the City will prohibit any such competing facilities.

Section 25. RULES; REGULATIONS AND CONDITIONS OF TEXAS WATER DEVELOPMENT BOARD. In compliance with the published rules and regulations of the Texas Water Development Board, and the grant conditions imposed under the TWDB Resolution No. 23-041, the City agrees and covenants as follows:

(a) Proceeds from the sale of the Bonds shall not be used by the City when sampling, testing, removing, or disposing of contaminated soils and/or media at the project site. The City shall indemnify, hold harmless, and protect the TWDB from any and all claims, causes of action, or damages to the person or property of third parties arising from the sampling, analysis, transport, storage, treatment, and disposition of any contaminated sewage sludge, contaminated sediments and/or contaminated media that may be generated by the City, its contractors, consultants, agents, officials, and employees as a result of activities relating to the project to the extent permitted by law;

(b) The City shall submit outlay reports with sufficient documentation on costs on a quarterly or monthly basis in accordance with TWDB outlay report guidelines;

(c) The City will abide by all applicable construction contract requirements related to the use of iron and steel products and manufactured goods produced in the United States, as required by Texas Water Code §17.183;

(d) The City shall submit, prior to the release of funds, a schedule of the useful life of the project components prepared by an engineer as well as a certification by the applicant that the average weighted maturity of the obligations purchased by the TWDB does not exceed 120% of the average projected useful life of the project, as determined by the schedule;

(e) That upon completion of the project to be financed with the proceeds of the Bonds, the proper officials of the City shall cause to be prepared and submitted to the TWDB the following documentation:

(i) a final accounting of the total costs of the project and the expenditure of funds therefor; and

- (ii) a copy of the construction plans for the project as built and completed.
 - (iii) In addition to other information required by the TWDB, said final accounting shall identify all funds utilized or represented to be available in the City's application, from whatever source derived.
- (f) Prior to closing, the City shall adopt and implement the water conservation program approved by the TWDB.
- (g) That the City will notify the Executive Administrator, prior to taking any actions, of any intent to alter its legal status in any manner, including, but not limited to, conversion to a conservation or reclamation district or the sale-transfer-merger with another retail public utility.
- (h) That the City will not convey or transfer its Bonds held by TWDB to another entity without the prior written approval of the conveyance and assumption by the TWDB.
- (i) That the City will comply with all conditions as specified in the final environmental finding of the Executive Administrator, when issued, including the standard emergency discovery conditions for threatened and endangered species and cultural resources.
- (j) Neither the City nor a related party to the City will acquire any of the TWDB's Source Series Bonds in an amount related to the amount of the Bonds.
- (k) That no revenues received from rates or fees collected from the wastewater system constructed in whole or in part from the proceeds of the Bonds shall be used for any purpose other than utility purposes and that the annual financial statement prepared by the City under Texas Local Government Code §103.001 shall include a specific report on compliance with this condition.
- (l) That the City will comply with all applicable TWDB laws and rules related to the use of the financial assistance.

Section 26. RECORDS AND ACCOUNTS - ANNUAL AUDIT. The City covenants and agrees that so long as any of the Parity Bonds remain Outstanding, the City will keep and maintain a separate and complete system of records and accounts pertaining to the operations of the System in which full, complete, true, proper, and correct entries shall be made of all dealings, transactions, business and affairs relating thereto, or which in any way affect or pertain to the System or the Gross Revenues or the Net Revenues thereof, as provided by generally accepted accounting practices (GAAP), consistently applied, and by Chapter 1502, Texas Government Code, as amended, or other applicable law. The Holders of the Parity Bonds or any duly authorized agent or agents of such Holders shall have the right to inspect the System and all properties comprising the same. The City further agrees that, following the close of each Fiscal Year, the City will cause an audit report of such records and accounts to be made by an Accountant. The City will submit annually a copy of such audit to the TWDB. Copies of each annual audit shall be made available for public inspection during normal business hours at the City's principal office and the City Secretary's office and may be furnished to, upon written request, any Holder upon payment of the reasonable copying and mailing charges. Expenses incurred in making the annual audit of the operations of the System shall be considered as Maintenance and Operating Expenses.

Section 27. COVENANTS TO MAINTAIN TAX EXEMPT STATUS.

(a) General Tax Covenant. The City intends that the interest on the Bonds shall be excludable from gross income for purposes of federal income taxation pursuant to Sections 103 and 141 through 150 of the Code and applicable Regulations. The City covenants and agrees not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation. In particular, the City covenants and agrees to comply with each requirement of this Section; provided, however, that the City shall not be required to comply with any particular requirement of this Section if the City has received an opinion of nationally recognized bond counsel (“Counsel's Opinion”) that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if the City has received a Counsel's Opinion to the effect that compliance with some other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section. In the event the provisions of the Code are amended, or new regulations or rulings are promulgated or issued thereunder, such that requirements in addition to those stated herein become applicable to the Bonds, the City covenants to comply with such additional requirements to the extent necessary to prevent any adverse effect on the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(b) Use of Proceeds. The City covenants and agrees that its use of the Sales Proceeds of the Bonds will at all times satisfy the following requirements:

(i) Proceeds from the sale of the Bonds shall, promptly upon receipt by the City, be applied as follows:

(a) Net Premium. Net Premium, if any, will be allocated to underwriter’s discount and to costs of issuance;

(b) Costs of Issuance. An amount equal to the costs of issuance of the Bonds shall be applied to pay such costs as the City may arrange.

(c) Escrow Account. The remaining proceeds from the sale of the Bonds, together with any investment earnings on such proceeds, to the extent required, shall be deposited to the Escrow Account to be used to pay for the costs of the project.

(ii) Private Business Use. Except as permitted by section 141 of the Code and the Regulations, the City shall at all times prior to the last stated maturity of the Bonds:

(a) not use or permit the use of gross proceeds of the Bonds or any property acquired, constructed or improved with such gross proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(b) not directly or indirectly impose or accept any charge or other payment by any person who is treated as using gross proceeds of the Bonds or any property the

acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such gross proceeds other than ad valorem taxes or interest earned on Investments acquired with such gross proceeds pending application for their intended purposes.

(iii) Private Loan Use. Except to the extent permitted by section 141 of the Code and the Regulations and rulings thereunder, the City shall not use gross proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such gross proceeds are considered to be “loaned” to a person or entity if: (1) property acquired, constructed or improved with such gross proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such gross proceeds or any property acquired, constructed or improved with such gross proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(iv) Not to Invest at Higher Yield. Except to the extent permitted by section 148 of the Code, and the Regulations, the City shall not directly or indirectly invest gross proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with gross proceeds, whether then held or previously disposed of, materially exceeds the Yield of the Bonds.

(v) Not Federally Guaranteed. Except to the extent permitted by section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of section 149(b) of the Code.

(vi) Information Report. The City shall timely file the information required by section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(vii) No-Arbitrage Covenant. The City shall certify, through an authorized officer, employee or agent, that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the City reasonably expects that the proceeds of the Bonds will not be used, directly or indirectly, in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of section 148(a) of the Code and applicable regulations thereunder, including to acquire or to replace funds which were used, directly or indirectly, to acquire Nonpurpose Investments (as defined in the Code and Regulations) which produce a yield materially higher than the yield on the TWDB’s bonds that are issued to provide financing for the loan (Source Series Bonds), other than Nonpurpose Investments acquired with:

- (a) Proceeds of the TWDB’s Source Series Bonds invested for a reasonable temporary period of up to three (3) years after the issue date of the Source Series Bonds until such proceeds are needed for the facilities to be financed;

- (b) amounts invested in a bona fide debt service fund, within the meaning of § 1.148-1(b) of the Regulations; and
- (c) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed the least of maximum annual debt service on the Bonds, 125% of average annual debt service on the Bonds, or 10 percent of the stated principal amount (or, in the case of a discount, the issue price) of the Obligations.

Moreover, the City covenants and agrees that it will make such use of the proceeds of the Bonds (including interest or other investment income derived from Bond proceeds), regulate investments of proceeds of the Bonds and take such other and further action as may be required so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code and applicable regulations thereunder.

(viii) Arbitrage Rebate. The City will take all necessary steps to comply with the requirement that certain amounts earned by the City on the investment of the “gross proceeds” of the Bonds (within the meaning of Section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the City will (i) obtain information and maintain records regarding the receipt, investment and expenditure of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds and to identify the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the City allocable to other bond issues of the City or moneys which do not represent gross proceeds of any bonds of the City, (ii) calculate, at such times as are required by applicable regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government and (iii) pay, at such times and in such manner as required by applicable regulations, all amounts required to be rebated to the federal government. Further, the City will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(ix) Elections. The City hereby directs and authorizes the City Judge, either or any combination of them, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as he may deem necessary or appropriate in connection with the Bonds, in the Bond as to Tax Exemption or similar or other appropriate certificate, form or document.

Section 28. DISPOSITION OF PROJECT. The Issuer covenants that the project financed with the proceeds of the Bonds will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless the Issuer obtains an opinion of nationally-recognized bond counsel that such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the project comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to

comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

Section 29. INTEREST EARNINGS ON BOND PROCEEDS; APPROPRIATION TO PAY INTEREST. Interest earnings, if any, derived from the investment of proceeds from the sale of the Bonds shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on Bond proceeds which are required to be rebated to the United States of America in order to prevent the Bonds from being arbitrage Bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 30. UNDERTAKING TO PROVIDE INFORMATION. (a) This Section constitutes the written undertaking for the benefit of the holders of the Bonds required by Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (17 CFR part 240, §240. 15c2-12) (the “Rule”). Capitalized terms used in this Section and not otherwise defined in this Ordinance shall have the meanings assigned such terms in subsection (d) hereof. Under Texas law, the Issuer must keep its fiscal records in accordance with generally accepted accounting principles, must have its financial accounts and records audited by a certified public accountant in accordance with generally accepted auditing standards, and must file each audit report with the State Comptroller within 180 days after the close of the Issuer’s Fiscal Year. The Issuer’s fiscal records and audit reports are available for public inspection during the regular business hours, and the Issuer is required to provide a copy of the Issuer’s audit reports to any bondholder or any member of the public within a reasonable time on request upon payment of charges prescribed by the Texas General Services Commission.

(b) The Issuer, as an “obligated person” within the meaning of the Rule, undertakes to provide the following information as provided in this Section:

- (1) Audited Financial Statements, if any; and
- (2) Certain Specified Event Notices.

(c) (1) The Issuer shall provide the Audited Financial Statements by March 31st of each year while any Bonds are Outstanding to the MSRB. If Audited Financial Statements are not available by the required time, the City will provide unaudited financial statements by the required time and Audited Financial Statements when and if such Audited Financial Statements become available.

(2) The Issuer shall provide a Specified Event Notice in a timely manner *not in excess of ten business days* after the occurrence of the event. Each Specified Event Notice shall be so captioned and shall prominently state the date, title and CUSIP numbers of the Bonds.

(d) The following are the definitions of the capitalized terms used in this section not otherwise defined in this Ordinance.

(1) “Audited Financial Statements” means the Issuer's annual financial statements, prepared in accordance with GAAP for governmental units as prescribed by GASB, which

financial statements shall have been audited by such auditor as shall be then required or permitted by the laws of the State.

(2) "Certain Specified Event" means any of the following events with respect to the Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (xv) Incurrence of a financial obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the City, any of which affect security holders, if material; and
- (xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the City, any of which reflect financial difficulties.

For these purposes, any event described in (xii) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or

officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(3) “Specified Event Notice” means electronic notice of a Certain Specified Event.

(e) Unless otherwise required by law and subject to technical and economic feasibility, the Issuer shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the Issuer’s information.

(f) Any failure by the Issuer to perform in accordance with this Section shall not constitute an event of default under this Ordinance.

UNDER NO CIRCUMSTANCES SHALL THE ISSUER BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR IN TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE ISSUER, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(g) The SEC has adopted amendments to the Rule which approve the establishment by the MSRB of the Electronic Municipal Market Access (“EMMA”) which, as of its implementation effective date of July 1, 2009, is the sole national municipal securities information repository. On and after July 1, 2009, all information and documentation filing required to be made by the City will be made with the MSRB in electronic format only in accordance with MSRB guidelines. Access to such filings is provided, without charge to the general public, by the MSRB.

(h) Nothing in this Section is intended, or shall act, to disclaim, waive, or otherwise limit the duties of the Issuer under federal and state securities laws.

(i) The City has agreed to update information and to provide notices of certain specified events only as described above. The City has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The City makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The City disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although the registered and beneficial owners of Bonds may seek a writ of mandamus to compel the City to comply with its agreement.

(j) The City may amend its continuing disclosure agreement from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described

herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the registered and beneficial owners of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or (b) any person unaffiliated with the City (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the registered and beneficial owners of the Bonds. The City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the City so amends the continuing disclosure agreement, it has agreed to include an explanation, in narrative form, of the reasons for the amendment.

(k) During the last five years, the City has complied in all material respects with all continuing disclosure agreements made by it in accordance with the Rule.

Section 31. ISSUANCE OF JUNIOR LIEN BONDS. The City hereby reserves the right to issue, at any time, obligations including, but not limited to, Junior Lien Bonds, payable from and equally and ratably secured, in whole or in part, by a lien on and pledge of the Net Revenues, subordinate and inferior in rank and dignity to the lien on and pledge of such Net Revenues securing the payment of the Parity Bonds, as may be authorized by the laws of the State of Texas and elsewhere in this Ordinance.

Section 32. LIMITED OBLIGATIONS OF THE CITY. The Parity Bonds are limited, special obligations of the City payable from and equally and ratably secured solely by a first lien on and pledge of the Pledged Revenues, and the Holders thereof shall never have the right to demand payment of the principal or interest on the Parity Bonds from any funds raised or to be raised through taxation by the City.

Section 33. SECURITY FOR FUNDS. All money on deposit in the Funds for which this Ordinance makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Funds shall be used only for the purposes permitted by this Ordinance.

Section 34. REMEDIES IN EVENT OF DEFAULT; SECURITY INTEREST. In addition to all the rights and remedies provided by the laws of the State of Texas, it is specifically covenanted and agreed particularly that in the event the City (i) defaults in the payment of the principal, premium, if any, or interest on the Bonds, (ii) defaults in the deposits and credits required to be made to the Interest and Sinking Fund, or (iii) defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Ordinance, the following remedies shall be available:

(a) the Holders of any of the Bonds shall be entitled to seek a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the governing body of the City and other officers of the City to observe and perform any covenant, condition or obligation prescribed in this Ordinance.

(b) no delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedy herein provided shall be cumulative of all other existing remedies, and the specification of such remedy shall not be deemed to be exclusive.

(d) Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of Pledged Revenues granted by the City under Section 9 of this Ordinance, and is therefore valid, effective, and perfected. If Texas law is amended at any time while the Bonds are outstanding and unpaid such that the pledge of the Pledged Revenues granted by the City under this Ordinance is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the registered owners of the Bonds the perfection of the security interest in said pledge, the City agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and enable a filing to perfect the security interest in said pledge to occur.

(e) The TWDB may exercise all remedies available to it in law or equity, and any provision of the Bonds that restricts or limits the TWDB's full exercise of these remedies shall be of no force and effect.

Section 35. DEFEASANCE. The City may defease the provisions of this Ordinance and discharge its obligations to the Registered Owners of any or all of the Bonds to pay the principal of and interest thereon in any manner permitted by law, including by depositing with the Paying Agent/Registrar or with the State Treasurer of the State of Texas either: (a) cash in an amount equal to the principal amount of such Bonds plus interest thereon to the date of maturity, or (b) pursuant to an escrow or trust agreement, cash and/or direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, in principal amounts and maturities and bearing interest at rates sufficient to provide for the timely payment of the principal amount of the Bonds plus interest thereon to the date of maturity. Upon such deposit, such Bonds shall no longer be regarded to be Outstanding or unpaid. Any surplus amounts not required to accomplish such defeasance shall be returned to the City.

Section 36. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED BONDS.

(a) Replacement Bonds. In the event any outstanding Bond is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new bond of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Bond, in replacement for such Bond in the manner hereinafter provided.

(b) Application for Replacement Bonds. Application for replacement of damaged, mutilated, lost, stolen or destroyed Bonds shall be made by the registered owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Bond, the registered owner applying for a replacement bond shall furnish to the City and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Bond, the registered owner shall furnish to the City and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Bond, as the case may be. In every case of damage or mutilation of a Bond, the registered owner shall surrender to the Paying Agent/Registrar for cancellation the Bond so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Bond shall have matured, and no default has occurred which is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Bond, the City may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Bond) instead of issuing a replacement Bond, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Bonds. Prior to the issuance of any replacement bond, the Paying Agent/Registrar shall charge the registered owner of such Bond with all legal, printing and other expenses in connection therewith. Every replacement bond issued pursuant to the provisions of this Section by virtue of the fact that any Bond is lost, stolen or destroyed shall constitute a contractual obligation of the City whether or not the lost, stolen or destroyed Bond shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance equally and proportionately with any and all other Bonds duly issued under this Ordinance.

(e) Authority for Issuing Replacement Bonds. In accordance with Chapter 1201, Texas Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement bond without necessity of further action by the governing body of the City or any other body or person, and the duty of the replacement of such bonds is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Bonds in the form and manner and with the effect, as provided in Section 7(a) of this Ordinance for Bonds issued in exchange for other Bonds.

Section 37. AMENDMENT OF ORDINANCE. (a) The holders of the Parity Bonds aggregating a majority in principal amount of the aggregate principal amount of then outstanding Parity Bonds shall have the right from time to time to approve any amendment to this Ordinance which may be deemed necessary or desirable by the City, provided, however, that without the consent of the holders of all of the effected Parity Bonds at the time outstanding, nothing herein contained shall permit or be construed to permit the amendment of the terms and conditions in this Ordinance or in the Parity Bonds so as to:

- (1) Make any change in the maturity of the outstanding Parity Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Parity Bonds;
- (3) Reduce the amount of the principal payable on the outstanding Parity Bonds;
- (4) Modify the terms of payment of principal of or interest on the outstanding Parity

- Bonds or impose any conditions with respect to such payment;
- (5) Affect the rights of the holders of less than all of the Parity Bonds then outstanding;
 - (6) Change the minimum percentage of the principal amount of Parity Bonds necessary for consent to such amendment.

(b) If at any time the City shall desire to amend this Ordinance under this Section, the City shall cause notice of the proposed amendment to be published in a financial newspaper or journal of general circulation in The City of New York, New York or in the State of Texas, once during each calendar week for at least two successive calendar weeks. Such notice shall briefly set forth the nature of the proposed amendment and shall state that a copy thereof is on file for inspection by all registered owners of Parity Bonds at the designated trust office of the registrar for the Parity Bonds. Such publication is not required, however, if notice in writing is given to each registered owner of the Parity Bonds.

(c) Whenever at any time not less than thirty days, and within one year, from the date of the first publication of said notice or other service of written notice the City shall receive an instrument or instruments executed by the holders of at least a majority in aggregate principal amount of all Parity Bonds then outstanding, which instrument or instruments shall refer to the proposed amendment described in said notice and which specifically consent to and approve such amendment in substantially the form of the copy thereof on file with the Paying Agent/Registrar, the City Council may pass the amendatory ordinance in substantially the same form.

(d) Upon the passage of any amendatory ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be amended in accordance with such amendatory ordinance, and the respective rights, duties and obligations under this Ordinance of the City and all the holders of then outstanding Parity Bonds shall thereafter be determined, exercised and enforced hereunder, subject in all respects to such amendments.

(e) Any consent given by the registered owner of a Parity Bond pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the first publication of the notice provided for in this Section, and shall be conclusive and binding upon all future holders of the same Parity Bond during such period. Such consent may be revoked at any time after six months from the date of the first publication of such notice by the holder who gave such consent, or by a successor in title, by filing notice thereof with the Paying Agent and the City, but such revocation shall not be effective if the registered owners of at least a majority in aggregate principal amount of the then outstanding Parity Bonds as in this Section defined have, prior to the attempted revocation, consented to and approve the amendment.

(f) For the purpose of this Section, the fact of the holding of Parity Bonds issued in registered form without coupons and the amounts and numbers of such Parity Bonds and the date of their holding same shall be proved by the Registration Books of the Paying Agent/Registrar. For purposes of this Section, the holder of a Parity Bond in such registered form shall be the owner thereof as shown on such Registration Books. The City may conclusively assume that such ownership continues until written notice to the contrary is served upon the City.

(g) The foregoing provisions of this Section notwithstanding, including subsection (b), the City by action of the City Council may amend this Ordinance for any one or more of the following purposes:

(1) To add to the covenants and agreements of the City in this Ordinance contained, other covenants and agreements thereafter to be observed, grant additional rights or remedies to bondholders or to surrender, restrict or limit any right or power herein reserved to or conferred upon the City;

(2) To make such provisions for the purpose of curing any ambiguity, or curing, correcting or supplementing any defective provision contained in this Ordinance, or in regard to clarifying matters or questions arising under this Ordinance, as are necessary or desirable and not contrary to or inconsistent with this Ordinance and which shall not adversely affect the interests of the holders of the Parity Bonds;

(3) To make any changes or amendments requested by any Rating Agency, as a condition to the issuance or maintenance of a rating, which changes or amendments do not, in the judgment of the City, materially adversely affect the interests of the owners of the outstanding Parity Bonds;

(4) To make such changes, modifications or amendments as may be necessary or desirable, which shall not adversely affect the interests of the owners of the outstanding Parity Bonds, in order, to the extent permitted by law, to facilitate the economic and practical utilization of credit agreements with respect to the Parity Bonds including, without limitation, supplementing the definition of "Annual Debt Service Requirements" to address the amortization of payments due and owing under a credit agreement;

(5) To modify any of the provisions of this Ordinance in any other respect whatever, provided that (i) such modification shall be, and be expressed to be, effective only after all Parity Bonds outstanding at the date of the adoption of such modification shall cease to be outstanding, and (ii) such modification shall be specifically referred to in the text of all Additional Bonds issued after the date of the adoption of such modification.

Notice of any such amendment may be published or given by the City in the manner described in subsection (b) of this Section; provided, however, that the publication of such notice shall not constitute a condition precedent to the adoption of such amendatory ordinance and the failure to publish such notice shall not adversely affect the implementation of such amendment as adopted pursuant to such amendatory ordinance.

Section 38. CUSTODY, APPROVAL AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, AND CUSIP NUMBERS. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to the initial Bond, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the City's Bond Counsel (with an appropriate certificate pertaining thereto executed by facsimile signature of the City Secretary of the City), and the assigned CUSIP numbers may, at the option of the City, be printed on or attached to the Bonds issued and delivered under this Ordinance, but such additions or attachments shall not have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds.

Section 39. UNAVAILABILITY OF AUTHORIZED PUBLICATION. If, because of the temporary or permanent suspension of any newspaper, journal or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Ordinance shall be given in such other manner and at such time or times as in the judgment of the City shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Ordinance be deemed to be in compliance with the requirements for publication thereof.

Section 40. NO RECOURSE AGAINST CITY OFFICIALS. No recourse shall be had for the payment of principal of or interest on any Parity Bonds or for any claim based thereon or on this Ordinance against any official of the City or any person executing any Parity Bonds.

Section 41. FURTHER ACTIONS. The officers and employees of the City are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the City all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Bonds, the initial sale and delivery of the Bonds, and the Paying Agent/Registrar Agreement. In addition, prior to the initial delivery of the Bonds, the Mayor, the Mayor Pro-Tem, the City Manager or Assistant City Manager, the City Attorney and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Ordinance or to any of the instruments authorized and approved by this Ordinance necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Ordinance and (ii) obtain the approval of the Bonds by the Texas Attorney General's office.

In case any officer of the City whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 42. INTERPRETATIONS. All terms defined herein and all pronouns used in this Ordinance shall be deemed to apply equally to singular and plural and to all genders. The titles and headings of the articles and sections of this Ordinance and the Table of Contents of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the lien on and pledge of the Pledged Revenues to secure the payment of the Bonds.

Section 43. INCONSISTENT PROVISIONS. All ordinances, orders or resolutions, or parts thereof, which 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 contained herein.

Section 44. INTERESTED PARTIES. Nothing in this Ordinance expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the City and the registered owners of the Bonds, any right, remedy or claim under or by reason of this Ordinance or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Ordinance contained by and on behalf of the City shall be for the

sole and exclusive benefit of the City and the registered owners of the Bonds.

Section 45. INCORPORATION OF RECITALS. The City hereby finds that the statements set forth in the recitals of this Ordinance are true and correct, and the City hereby incorporates such recitals as a part of this Ordinance.

Section 46. SEVERABILITY. If any provision of this Ordinance or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the application thereof to other circumstances shall nevertheless be valid, and this governing body hereby declares that this Ordinance would have been enacted without such invalid provision.

Section 47. REPEALER. All orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 48. NOTICE. Any notice, demand, direction, request, or other instrument authorized or required by this Order to be given to or filed with the City shall be sent by first class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

Attention: City Manager
 City of Mission, Texas
 1201 E. 8th Street
 Mission, Texas 78572

Section 49. OPEN MEETING. It is hereby found, determined and declared that a sufficient Written notice of the date, hour, place and subject of the meeting of the City at which this Order was adopted was posted at a place convenient and readily accessible at all times to the general public at the administrative offices of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, as amended, and that these meetings have been open to the public as required by law at all times during Which this Order and the subject matter thereof has been discussed, considered and formally acted upon. The City further ratifies, approves and confirms such written notices and the contents and posting thereof.

PASSED AND APPROVED ON THIS _____.

CITY OF MISSION, TEXAS

Mayor

ATTEST:

City Secretary

(CITY SEAL)

been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date") which shall be 15 days after the Special Record Date shall be sent at least five business days prior to the Special Record Date by United States mail, Paying Agent/Registrar class, postage prepaid, to the address of each Registered Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the Business Day prior to the mailing of such notice.

IF THE DATE for any payment due on the Bonds shall be a Saturday, Sunday, or legal holiday, or a day on which banking institutions in the City where the principal trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date of such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND IS ONE OF A DULY AUTHORIZED SERIES OF BONDS dated _____, 2023, aggregating Four Million Two Hundred Fifty-Five Thousand Dollars (\$4,255,000) (i) to provide funds to pay contractual obligations to pay the planning, design, and construction of certain wastewater system improvements and (ii) to pay costs of issuance, in accordance with Sections 1502.051 through 1502.070 of the Texas Government Code and an ordinance adopted by the City Council (the "Ordinance").

THE CITY RESERVES THE RIGHT to call the Bonds for early redemption on any date beginning on or after the first interest payment date which is ten (10) years from the dated date of the Bonds, at a redemption price of par, together with all accrued interest to the date fixed for redemption. If less than all of the Bonds of a particular maturity are redeemed, the particular Bonds or portions thereof to be redeemed shall be selected at random and by lot by the Paying Agent/Registrar on behalf of the City.

NOT LESS THAN THIRTY (30) DAYS prior to an optional redemption date, notice of such redemption shall be sent by the Paying Agent/Registrar by U.S. mail, first-class, postage prepaid, in the name of the City to each registered owner of a Bond to be redeemed in whole or in part at the address of the registered owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem the same, the amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the Bonds or portions thereof called for redemption shall terminate on the date fixed for redemption.

If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation at the expense of the City.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the trust office of the Paying Agent/Registrar, duly endorsed for transfer or accompanied by an assignment duly

executed by the registered owner or his authorized representative, subject to the terms and conditions of the Ordinance. This Bond is not transferable unless the prior written consent of Financial Security Assurance Inc. to such transfer has been obtained.

THE PAYING AGENT/REGISTRAR IS NOT REQUIRED to accept for transfer or exchange any Bond called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of any Bond called for redemption in part.

THE CITY has reserved the right, subject to the restrictions stated, and adopted by reference in the Ordinance, to issue Additional Bonds which may be made payable from, and secured by, a first lien on and pledge of the "Pledged Revenues" equally and ratably on a parity with the Bonds and all other outstanding Parity Bonds.

THE BONDS are issuable in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple of \$5,000 for any one maturity. The Registered Owner of any Bond may surrender the same in exchange for any equal aggregate principal amount of Bonds of the same maturity and for any other authorized denominations. Such exchanges shall be without expense to the Registered Owner hereof, but any taxes, fees or other governmental charges required to be paid with respect to the same shall be paid by the Registered Owner requesting such exchange as a condition precedent to the exercise of such privilege.

THIS BOND, and the other Bonds of the series of which it is a part and the City's Previously Issued Parity Bonds and the interest thereon are secured by and payable from a first lien on and pledge of the Pledged Revenues of the City's Waterworks and Sewer System as described in the Ordinance.

THE CITY HAS RESERVED the right to amend the Ordinance with the approval of the holders of 51% of all outstanding Bonds subject to the restrictions stated in the Ordinance.

THE REGISTERED OWNER OF THIS BOND ACKNOWLEDGES all of the terms and provisions of the Ordinance and agrees to be bound by such terms and conditions.

THE REGISTERED OWNER HEREOF shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation, or from any source whatsoever other than the aforesaid revenues.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed, or placed in facsimile, on this Bond.

CITY OF MISSION, TEXAS

Norie Gonzalez Garza, Mayor

Anna Carrillo, City Secretary

(SEAL)

COMPTROLLER'S REGISTRATION CERTIFICATE

REGISTER NO. _____

I hereby certify that this bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the "Special Payment Date") which shall be 15 days after the Special Record Date shall be sent at least five business days prior to the Special Record Date by United States mail, Paying Agent/Registrar class, postage prepaid, to the address of each Registered Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the Business Day prior to the mailing of such notice.

IF THE DATE for any payment due on the Bonds shall be a Saturday, Sunday, or legal holiday, or a day on which banking institutions in the City where the principal trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, or the United States Postal Service is not open for business, then the date of such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close, or the United States Postal Service is not open for business; and payment on such date shall have the same force and effect as if made on the original date payment was due.

THIS BOND IS ONE OF A DULY AUTHORIZED SERIES OF BONDS dated _____, 2023, aggregating Four Million Two Hundred Fifty-Five Thousand Dollars (\$4,255,000) (i) to provide funds to pay contractual obligations to pay the planning, design, and construction of certain wastewater system improvements and (ii) to pay costs of issuance, in accordance with Sections 1502.051 through 1502.070 of the Texas Government Code and an ordinance adopted by the City Council (the "Ordinance").

THE CITY RESERVES THE RIGHT to call the Bonds for early redemption on any date beginning on or after the first interest payment date which is ten (10) years from the dated date of the Bonds, at a redemption price of par, together with all accrued interest to the date fixed for redemption. If less than all of the Bonds of a particular maturity are redeemed, the particular Bonds or portions thereof to be redeemed shall be selected at random and by lot by the Paying Agent/Registrar on behalf of the City.

NOT LESS THAN THIRTY (30) DAYS prior to an optional redemption date, notice of such redemption shall be sent by the Paying Agent/Registrar by U.S. mail, first-class, postage prepaid, in the name of the City to each registered owner of a Bond to be redeemed in whole or in part at the address of the registered owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem the same, the amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the Bonds or portions thereof called for redemption shall terminate on the date fixed for redemption.

If a portion of any Bond shall be redeemed a substitute Bond or Bonds having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$5,000, at the written request of the registered owner and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation at the expense of the City.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the trust office of the Paying Agent/Registrar , duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative, subject to the terms and conditions of the Ordinance. This Bond is not transferable unless the prior written consent of Financial Security Assurance Inc. to such transfer has been obtained.

THE PAYING AGENT/REGISTRAR IS NOT REQUIRED to accept for transfer or exchange any Bond called for redemption in whole or in part during the 45-day period immediately prior to the date fixed for redemption; provided, however, that such limitation shall not apply to the transfer or exchange by the Registered Owner of the unredeemed portion of any Bond called for redemption in part.

THE CITY has reserved the right, subject to the restrictions stated, and adopted by reference in the Ordinance, to issue Additional Bonds which may be made payable from, and secured by, a first lien on and pledge of the "Pledged Revenues" equally and ratably on a parity with the Bonds and all other outstanding Parity Bonds.

THE BONDS are issuable in the form of fully registered Bonds without coupons in the denominations of \$5,000 or any integral multiple of \$5,000 for any one maturity. The Registered Owner of any Bond may surrender the same in exchange for any equal aggregate principal amount of Bonds of the same maturity and for any other authorized denominations. Such exchanges shall be without expense to the Registered Owner hereof, but any taxes, fees or other governmental charges required to be paid with respect to the same shall be paid by the Registered Owner requesting such exchange as a condition precedent to the exercise of such privilege.

THIS BOND, and the other Bonds of the series of which it is a part and the City's Previously Issued Parity Bonds and the interest thereon are secured by and payable from a first lien on and pledge of the Pledged Revenues of the City's Waterworks and Sewer System as described in the Ordinance.

THE CITY HAS RESERVED the right to amend the Ordinance with the approval of the holders of 51% of all outstanding Bonds subject to the restrictions stated in the Ordinance.

THE REGISTERED OWNER OF THIS BOND ACKNOWLEDGES all of the terms and provisions of the Ordinance and agrees to be bound by such terms and conditions.

THE REGISTERED OWNER HEREOF shall never have the right to demand payment of this obligation out of any funds raised or to be raised by taxation, or from any source whatsoever other than the aforesaid revenues.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the Mayor of the City and countersigned with the manual or facsimile signature of the City Secretary, and the official seal of the City has been duly impressed, or placed in facsimile, on this Bond.

CITY OF MISSION, TEXAS

Mayor

City Secretary

(SEAL)

Form of Paying Agent/Registrar Authentication Certificate

AUTHENTICATION CERTIFICATE

It is hereby certified that this bond has been delivered pursuant to the Ordinance described in the text of this bond, in exchange for or in replacement of a bond, bonds or a portion of a bond or bonds of an issue of bonds which was originally approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Date of Authentication

as Paying Agent/Registrar

By: _____
Authorized Signature

Form of Assignment

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Please print or type name, address, and zip code of Transferee) _____ (Please insert Social Security or Taxpayer Identification Number of Transferee) the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer such bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature

Guaranteed: _____

Registered Owner

NOTICE: Signature must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.	NOTICE: The Signature above must correspond to same name of the registered owner as show on the face of this bond in every particular, without alteration, enlargement, or change whatsoever.
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EXHIBIT C
TWDB RESOLUTION

EXHIBIT D
ESCROW AGREEMENT

EXHIBIT E
PAYING AGENT/REGISTRAR AGREEMENT



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Angie Vela, Finance Director
AGENDA ITEM: Approval of Resolution # _____ by the City Council of the City of Mission, Texas authorizing execution of a grant and loan agreement with the Texas Water Development Board and other matters related thereto - Vela

NATURE OF REQUEST:

The Texas Water Development Board made a commitment to provide financial assistance for TWDB Project No. 10461 in the form of a loan in the amount of \$4,255,000 and a grant in the amount of \$4,255,000 to the City to finance the wastewater system improvements upon execution of the agreement.

The Grant Agreement sets out the terms and conditions of the financial assistance. Resolution authorizes the City Manager, or the Mayor of the City, each a Designated Representative of the City, to execute the Grant Agreement with the Texas Water Development Board for TWDB Project No. 10461 along with the Escrow Agreement.

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 _____

RESOLUTION NO. _____

RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH THE TEXAS
WATER DEVELOPMENT BOARD AND OTHER MATTERS RELATED THERETO

WHEREAS, the City of Mission, Texas (the “City”) has previously submitted applications to the Texas Water Development Board for financial assistance to fund certain wastewater system improvements of the City;

WHEREAS, the Texas Water Development Board made a commitment to provide financial assistance for TWDB Project No. 10461 in the form of a loan in the amount of \$4,255,000 and a grant in the amount of \$4,255,000 to the City to finance the wastewater system improvements upon execution of the agreement; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS:

SECTION 1. Approval of the Grant Agreement. The Grant Agreement setting out the terms and conditions of the financial assistance between the Texas Water Development Board and the City are approved and the City’s Designated Representatives identified below are authorized to execute the Grant Agreement on behalf of the City and the related Escrow Agreement required therein.

SECTION 2. Authorization for Execution. The City Council of the City hereby authorizes the City Manager, or the Mayor of the City, each a Designated Representative of the City, to execute the Grant Agreement with the Texas Water Development Board for TWDB Project No. 10461 along with the Escrow Agreement.

SECTION 3. Effective Date. This Resolution shall become effectively immediately after its adoption.

PASSED AND APPROVED, this the 23rd day of October, 2023.

ATTEST: By: _____
Anna Carrillo, City Secretary

By: _____
Norie Gonzalez Garza, Mayor

(Seal)

CERTIFICATE FOR RESOLUTION

We, the undersigned Mayor and City Secretary of the City of Mission, Texas (the “City”), hereby certify as follows:

1. The City Council of the City (the “City Council”) convened in regular session, open to the public, on October 23, 2023 (the “Meeting”), at the designated meeting place, and the roll was called of the duly constituted officers and members of said City Council, to wit:

- | | |
|----------------------------|----------------------|
| Mayor | Norie Gonzalez Garza |
| Mayor Pro Tem | Ruben Plata |
| Commission member, Place 1 | Jessica Ortega |
| Commission member, Place 3 | Abiel Flores |
| Commission member, Place 4 | Jose Alberto Vela |

and all of said persons were present, except _____, thus constituting a quorum. Whereupon among other business, the following was transacted at the Meeting: a written Resolution entitled:

**RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS
AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH THE TEXAS
WATER DEVELOPMENT BOARD AND OTHER MATTERS RELATED THERETO**

(the “Resolution”) was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Resolution be finally passed and adopted; and after due discussion, such motion, carrying with it the adoption of the Resolution prevailed and carried by the following vote:

YES: _____ NOES: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the Resolution adopted at the Meeting is attached to and follows this Certificate; the Resolution has been duly recorded in the City Council’s minutes of the Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from the City Council’s minutes of the Meeting pertaining to the adoption of the Resolution; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the City Council as indicated therein; each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting and each of such officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place, and purpose of the Meeting was given, all as required by Chapter 551, Texas Government Code.

3. Ana Carrillo is the duly appointed and acting City Secretary of the City.

SIGNED AND SEALED this October 23, 2023.

City Secretary

Mayor

(CITY SEAL)



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023

PRESENTED BY: Juan Pablo "JP" Terrazas, P.E., Assistant City Manager

AGENDA ITEM: Approval of Resolution No. ____ requesting financial assistance from the Texas Water Development Board (TWDB); authorizing the filing of an application for such assistance and designating the Mayor as the authorized representative – Terrazas

NATURE OF REQUEST:

Staff is requesting to amend the amount of financial assistance from the Texas Water Development Board (TWDB); authorizing the filing for an application for such assistance and designating the Mayor as the authorized representative. The application would be filed and authorized with TWDB in the amount not to exceed \$4,100,000 to provide for the cost of the Planning, Acquisition and Design of a 6 MGD Water Treatment Plant and any related appurtenances.

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 _____

RESOLUTION NO. _____

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS REQUESTING FINANCIAL ASSISTANCE FROM THE TEXAS WATER DEVELOPMENT BOARD; AUTHORIZING THE FILING OF AN APPLICATION FOR ASSISTANCE; AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH.

WHEREAS, the city council of the City of Mission (the “City Council”) hereby finds and determines that there is an urgent need for the City of Mission, Texas (the “City”) to seek funding to provide for the Planning, Acquisition and Design of a 6 MGD Water Treatment Plant and any related appurtenances.

WHEREAS, such capital improvements cannot be reasonably financed unless financial assistance is obtained from the Texas Water Development Board through its Economically Distressed Areas Program;

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

SECTION 1: An application is hereby approved and authorized to be filed with the Texas Water Development Board seeking financial assistance in an amount not to exceed \$4,100,000 to provide for the costs of the Planning, Acquisition and Design of a 6 MGD Water Treatment Plant and any related appurtenances.

SECTION 2: Norie Gonzalez Garza, Mayor of the City, is hereby designated the authorized representative of the City of Mission, for purposes of furnishing such information and executing such documents as may be required in connection with the preparation and filing of such application for financial assistance and with complying with the rules of the Texas Water Development Board.

SECTION 3: The following firms and individuals are hereby authorized and directed to aid and assist in the preparation and submission of such application and appear on behalf of and represent the City before any hearing held by the Texas Water Development board on such application:

Financial Advisor
R. Dusty Traylor
RBC Capital Markets
303 Pearl Parkway, Ste. 220
San Antonio, Texas 78215
(210) 805-1117

Engineer
Ruben James De Jesus
Melden & Hunt, Inc.
115 W. McIntyre
Edinburg, Texas 78541
(956) 381-0981

Bond Counsel
Ricardo Perez
Perez Law Firm
208 Linberg Ave.
McAllen, Texas 78501
(956) 782-2700

PASSED AND APPROVED ON THIS THE 23rd day of October, 2023

Item 48.

Mayor Norie Gonzalez Garza
City of Mission, Texas

ATTEST:

Anna Carrillo, City Secretary
City of Mission, Texas

(SEAL)

WORK AUTHORIZATION FOR PROFESSIONAL SERVICES No. 24

This Agreement is by and between the City of Mission (OWNER) and, Melden and Hunt, Inc. (ENGINEER) who agree as follows: the City of Mission (OWNER) hereby engages Melden and Hunt, Inc. to perform the services described in Part I ("Scope of Services") and Melden and Hunt, Inc. agrees to perform the Services for the compensation set forth in Part II ("Engineering Fee Schedule"). Melden and Hunt, Inc. shall be authorized to commence the Services upon execution of this Agreement. The City of Mission and Melden and Hunt agree that this agreement and attachments referred to herein, constitute the entire agreement between them relating to the Project ("Agreement").

Project: City of Mission 6.0 MGD Water Treatment Plant

Location: Hidalgo County, Texas

I. MELDEN AND HUNT INC.'S RESPONSIBILITIES: Melden and Hunt Inc. shall perform or furnish the services described under this Agreement.

The City of Mission is engaging Melden and Hunt Inc. to provide professional services related to the City of Mission's efforts for the Planning, Acquisition and Design of a 6 MGD Water Treatment Plant and any related appurtenances.

II. The City of Mission: OWNER, at its expense, shall do the following in a timely manner so as not to delay the Services.

- 1. REPRESENTATIVE: Designate a representative for the Project who shall have the authority to transmit instructions, receive information, interpret and define OWNERS's policies and make decisions with respect to the Services.
- 2. DECISIONS: Provide all criteria and full information as to the OWNER's requirements for the Project, obtain (with Melden and Hunt Inc.'s assistance) necessary approvals and permits, attend Project-related meetings, make required project related decisions, and generally participate in the Project to the extent necessary to allow Melden and Hunt Inc. to perform the Services.

III. COMPENSATION, BILLING, AND PAYMENT: Contingent upon release of funds from the Texas Water Development Board (TWDB), the City of Mission shall pay Melden and Hunt Inc. for Services in accordance with the following Billing Schedule.

- 1. SERVICES: _____ Hourly Rates with An Estimated Fee \$ _____
 _____ Hourly Rates not to Exceed a Maximum Fee\$ _____
 _____ Percentage of Construction Cost _____
 Lump Sum \$ 1,966,000.00 _____
 _____ Other (Specify) _____
 (Engineer's Hourly Rate Schedule is attached as Part III)

2. PAYMENTS: Billings for services rendered will be made as the funds are released by the TWDB based on monthly outlay reports.

IV. STANDARD TERMS AND CONDITIONS:

- 1. STANDARD OF CARE: Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the Services are performed. Professional services are not subject to, and Melden and Hunt, Inc. cannot provide any warranty or guarantee, express or implied including warranties or guarantees contained in any uniform commercial code. Any such warranties or guarantees contained in any purchase orders, requisitions or notices to proceed issued by the City of Mission are specifically objected to.

2. **CHANGE OF SCOPE:** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the City of Mission. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope must be redefined. Melden and Hunt, Inc. will promptly provide the City of Mission with an amendment to this Agreement which will go into effect upon written approval by the City of Mission.
3. **SAFETY:** Melden and Hunt, Inc. has established and maintains corporate programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Melden and Hunt, Inc. specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Melden and Hunt, Inc. employees.
4. **DELAYS:** If events beyond the control of Melden and Hunt, Inc., including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedules established in this Agreement, such schedule shall be amended to the extent necessary to compensate for such delay. In the event such delay exceeds 30 days, Melden and Hunt, Inc. shall be entitled to an extension of time equal to the delay. If Melden and Hunt, Inc. suffers financial loss as results of a delay that exceeds 30 days, it may request an adjustment in compensation based upon receipts or other evidence of loss. Such adjustment will be granted at the discretion of the City of Mission.
5. **TERMINATION/SUSPENSION:** Either party may terminate this Agreement upon 30 days written notice to the other party. Engineer will cease providing services under this Agreement on the date notice of termination is provided by either party. The City of Mission shall pay Melden and Hunt, Inc. for all Services rendered to the date of termination based upon the schedule set out in Part II and taking into consideration the percentage completion of the project at the date of termination.

In the event either party defaults in obligations under the Agreement (including OWNERS's obligation to make the payments required hereunder), the non-defaulting party may, after 7 days written notice stating its intention to suspend performance under the Agreement if cure of such default is not commenced and deliberately continued and failure of the defaulting party to commence cure within such time limit and diligently continue, suspend performance under this Agreement.

6. **OPINIONS OF CONSTRUCTION COST:** Any opinion of construction costs prepared by Melden and Hunt, Inc. is supplied for the general guidance of the City of Mission only. Since Melden and Hunt, Inc. has no controls over competitive bidding or market conditions, Melden and Hunt, Inc. cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to the City of Mission.
7. **RELATIONSHIP WITH CONTRACTORS:** Melden and Hunt, Inc. shall serve as Mission's professional representative for the Services, and may make recommendations to Mission concerning actions relating to Mission's contractors, but Melden and Hunt, Inc. specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Mission's. contractors.
8. **CONSTRUCTION REVIEW:** Mission acknowledges that under generally accepted professional practice, interpretations of construction documents in the field are normally required, and that performance of construction-related service by the design professional for the project permits errors or omissions to be identified and corrected at comparatively low cost. Mission agrees to hold Melden and Hunt, Inc. harmless from any claims resulting from performance of construction-related services by persons other than Melden and Hunt, Inc.
9. **INSURANCE:** Melden and Hunt, Inc. will maintain insurance coverage for Professional Comprehensive General, Automobile, Worker's Comprehension, Employer's Liability and Professional Errors and Omissions in amounts in accordance with legal and Melden and Hunt, Inc. business requirements. Certificates evidencing such coverage will be provided to the City of Mission upon request.
10. **INDEMNITIES:** To the fullest extent permitted by law, Melden and Hunt, Inc. shall indemnify and save harmless the City of Mission from and against loss, liability, and damages sustained by the City of Mission, its agents, employees, and representatives by reason of injury or death to persons or damage to

tangible property for this Project resulting from the willful misconduct or failure to adhere to the standard of care described in Part IV-Paragraph 1 above of Melden and Hunt, Inc., its agents or employees.

11. **LIMITATIONS OF LIABILITY:** No employee or agent of Melden and Hunt, Inc. shall have individual liability to the City of Mission.

Mission agrees that to the fullest extent permitted by law, Melden and Hunt Inc.'s total liability to Mission for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Melden and Hunt Inc.'s negligence, errors, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Melden and Hunt, Inc under this Agreement. If Mission desires a limit of liability greater than that provided above, Mission and Melden and Hunt, Inc. shall include in Part 11 of this Agreement the amount of such limit and the additional compensation to be paid to Melden and Hunt, Inc, for assumption of such additional risk.

12. **ACCESS:** The City of Mission shall provide Melden and Hunt, Inc. safe access to any premises necessary for Melden and Hunt, Inc. to provide the Services.
13. **REUSE OF PROJECT DELIVERABLES:** Reuse of any documents or other deliverables, including electronic media, pertaining to the Project by the City of Mission for any purposes other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written verification or adaptation by Melden and Hunt, Inc. for the specific purpose intended, shall be at the City of Mission's risk. The City of Mission agrees to defend, indemnify, and hold harmless Melden and Hunt, Inc. from all claims, damages, and expenses (including reasonable litigation costs), arising out of such reuse or alteration by the City of Mission or others acting through the City of Mission.
14. **AMENDMENT:** This Agreement, upon execution by both parties hereto, can be amended only by a written instrument signed by both parties.
15. **ASSIGNMENT:** Except for assignments (a) to entities which control, or are controlled by, the parties hereto, or (b) resulting from operation of law, the rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.
16. **STATUTES OF LIMITATION:** To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire two years after Project completion.
17. **PREVAILING PARTY LITIGATION COSTS:** In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.
18. **NO WAIVER:** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.
19. **NO THIRD-PARTY BENEFICIARY:** Nothing contained in this Agreement, nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including the City of Mission's contractors, if any.
20. **SEVERABILITY:** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.
21. **AUTHORITY.** The persons signing this Agreement warrant that they have the authority to sign as, or on behalf of, the party for whom they are signing.

APPROVED FOR CITY OF MISSION

BY: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED FOR MELDEN AND HUNT, INC.

BY:  _____

Printed Name: Ruben James De Jesus, P.E., R.P.L.S

Title: Vice-President

Date: 10-19-2023

PART I
SCOPE OF SERVICES
FOR TWDB PLANNING, ACQUISITION and DESIGN FUNDING
CITY OF MISSION 6.0 MGD WATER TREATMENT PLANT

BACKGROUND. CITY OF MISSION is seeking PLANNING, ACQUISITION & DESIGN funding from the Texas Water Development Board (TDWB) for the planning, acquisition, and design of a new 6.0 MGD water treatment plant within the City's service area (CCN# 11537).

CITY OF MISSION, upon execution of the contract, engages the services of Melden and Hunt, Inc. to perform services necessary to accomplish the following tasks indicated below.

1. Work related to developing the project following Texas Water Development Board (TDWD) guidelines to secure funding for the project.
2. Preparation of a financial assistance application.
3. Preparation of an engineering feasibility report.
4. Preparation of an environmental report.
5. Assistance with land acquisition for the treatment facility.
6. The design and preparation of contract documents for a proposed water treatment facility.

BASIC SERVICES

A. PHASE I – FUNDING ASSISTANCE & PLANNING/PRELIMINARY ENGINEERING

- A.1 Engineering Services for TWDB Funding.
- A.2 Attend meetings with CITY OF MISSION and TWDB as necessary to fulfill requirements necessary for funding.
- A.3 Conduct Kickoff Meeting.

Participate in a kickoff meeting with TWDB and the CITY OF MISSION project team. The intent of the kickoff meeting is to detail the components and requirements for the TWDB funded project.
- A.4 Prepare a preliminary engineering report in accordance with the guidelines established by the TWDB for projects funded under the D-Fund.
- A.5 Submit an environmental information document to the TWDB environmental staff.

B. DESIGN

The following scope of work defines the work tasks necessary for the ENGINEER to perform the final design and the preparation of Contract Documents, consisting of Drawings and Specifications, for construction of the indicated system improvements. Design services consist of those tasks, which are essential to the completion of a biddable set of Contract Documents for each of the three projects.

B.1 Workshops

Organize, coordinate and conduct two workshops, participants include the CITY OF MISSION Staff and appropriate members of the Melden and Hunt's team. The purpose of the workshops is to present, discuss and develop project design concepts, equipment selection, instrumentation and control strategies, site improvements, and other issues related to the final design of the projects.

B.2 Coordination Meetings

Meet with power, telephone, gas, cable and other utilities to inform them of the project, and to coordinate the location of their facilities in an effort to include all utility information on the plans. The locations that are to be shown will be taken from existing records and the best information available from existing plans.

It is expected that there may be some discrepancies and omissions in the locations and quantities of utilities and structures shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either Taft or the Engineer for their accuracy or completeness.

B.3 PREPARATION OF DRAWINGS

The ENGINEER shall prepare detailed Drawings for the construction of each of the projects indicated, using the ENGINEER'S standard engineering approach for design, level of detailing and presentation on the Drawings. The Drawings shall be prepared using the ENGINEER'S AUTOCAD system. The Drawings shall be produced on the ENGINEER'S standard 24 x 36-inch Mylar with borders and title blocks to the ENGINEER'S standard. A preliminary drawing list will be prepared during the Preliminary Design and will be updated in the Final Design.

B.4 PREPARATION OF SPECIFICATIONS

The ENGINEER shall prepare the General Conditions, Supplementary General and Technical Specifications. Specifications shall be prepared in the Construction Specifications Institute (CSI) format consistent with the ENGINEER'S latest version. Specification Divisions shall be developed from the ENGINEER'S in-house guide Specifications.

B.5 PROGRESS SUBMITTALS

Progress submittals for the CITY OF MISSION's review shall be made at the Design Development and Final Design stages. Copies of the Drawings shall be provided to the Texas Water Development Board for each submittal.

B.5.1 The Design Development submittal (approximately 50 percent complete) shall include drawing of all major elements of the proposed facilities to be constructed. This submittal will also include preliminary copies of all technical specifications to be used on the specific Project.

CITY OF MISSION's review comments shall be returned to the ENGINEER within 21 days of receipt of the Design Development submittal. Upon receipt of comments from CITY OF MISSION, Melden and Hunt, Inc. will meet with the CITY OF MISSION Staff to resolve outstanding design issues and incorporate substantive comments. Input from the CITY OF MISSION Staff shall be combined with the results of the ENGINEER's internal design checking and Technical Review Committee and the "Design Freeze" shall be established. Any significant changes to the Project design following Design Freeze typically require much rework. Should this occur, the changes will be evaluated and may warrant a contract amendment.

B.5.2 The Final Design submittal (approximately 90 percent complete) shall include the full set of Contract Documents, consisting of the Specifications and Drawings. During the same period that the CITY OF MISSION Staff reviews the documents, the submittal shall also be subjected to the ENGINEER'S internal design checking procedures. The CITY OF MISSION's Staff review comments shall be returned to the ENGINEER within 21 days of receipt of the Final Design submittal. The CITY OF MISSION Staff shall consolidate review comments on one set of submittals. Upon receipt of comments from the CITY OF

MISSION Staff, the Project team shall meet with the CITY OF MISSION Staff to resolve outstanding design issues and incorporate substantive comments. Input from the CITY OF MISSION Staff will be combined with the results of the ENGINEER'S internal design checking. Upon incorporation of the appropriate review comments, the Contract Documents shall be considered to be "bid-ready."

B.6 FINAL ESTIMATE OF PROBABLE CONSTRUCTION COST

The ENGINEER shall prepare a final estimate of probable construction cost, based on the Final Design submittal, which shall also include a breakdown by bid item. The Final Design construction cost estimate, in accordance with the AACE guidelines, is +15/-5 percent. That is, the estimated probable Project construction costs may be 15 percent higher or 5 percent lower than the actual bid on the Project. The Final Design cost estimate shall be submitted to the OWNER within 21 days of receipt of OWNER's comments on the final submittal.

B.7 COMPLETION OF CONTRACT DOCUMENTS

The ENGINEER shall provide four sets of reproducible Contract Documents to the Texas Water Development Board as a Final Submittal.

SPECIAL SERVICES

D. Application

Prepare and submit an application to the TWDB soliciting funding through the D-Fund Program for the project.

E. Environmental

Melden and Hunt, Inc. will assist and furnish the coordination of the Environmental Contractor to CITY OF MISSION. Melden and Hunt, Inc. and the Environmental Contractor will submit a complete environmental information document to the TWDB, in accordance with TWDB EID requirements for EDAP projects. Melden and Hunt will work closely with TWDB environmental staff towards securing a finding of no significant environmental impact. CITY OF MISSION will be solely responsible for payment to Melden and Hunt, Inc.

F. Surveying

Perform design surveys as needed to develop topographical information necessary for the design of the proposed facilities. Property surveys, detailed description of sites, maps, drawings, or estimates related thereto; assistance in negotiating for land and easement rights.

G. Subsurface Exploration (Geotechnical Engineering)

Melden and Hunt, Inc. will furnish the coordination of the subsurface exploration. Melden and Hunt, Inc. will be solely responsible for payment to the Geotechnical Engineer.

H. MATERIALS TESTING

H.1 The ENGINEER will engage the services of a Geotechnical/Materials Testing Lab to secure required information related to conformance with the contract documents for the project i.e. concrete breaks, density testing, proctor determinations, etc..

I. Permits

- I.1 Prepare and submit an application to the TCEQ for plan approval. Service rendered will include two trips to Austin to the TCEQ. Services will include all normal services related to securing plan approval.
- I.2 Prepare and submit permit requests to TxDOT, Hidalgo County ROW Dept., Hidalgo County Drainage District #1, Irrigation District, and Others as necessary to secure a Site Certificate for the construction of the project.

J. Project Management

Prepare, coordinate, and conduct periodic meetings with the General Manager and Staff as appropriate to maintain close communications regarding general progress of the project, project decisions, project schedule updates, and financial status. Prepare meeting minutes and distribute them to participants. Provide monthly presentations to the CITY OF MISSION Board on progress and key decisions.

ADDITIONAL SERVICES

Additional Services are those services which are not included in the Basic Services or Special Services but may be needed at some time during the completion of the project. These Additional Services will be authorized on an as-required basis by CITY OF MISSION with the fee for the service being negotiated at the time of the request. CITY OF MISSION will issue a separate notice to proceed for each additional service requested.

- I.1 Assistance to CITY OF MISSION as an expert witness in any litigation with third parties, arising from the development or construction of the Project including preparation of engineering data and reports.
- I.2 Revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports, and documents, that are due to causes beyond ENGINEER's control.
- I.3 Investigations involving detailed considerations of operations, maintenance and overhead expenses.
- I.4 Cash flow and economic evaluations, rate schedules and appraisals.
- I.5 Any work not identified as Basic or Additional Services above.

Part II
Engineering Fee Schedules
 (Services are due as a Percentage of Completion
FOR TWDB PLANNING, ACQUISITION and DESIGN FUNDING
CITY OF MISSION 6.0 MGD WATER TREATMENT PLANT

Task	Fee
Planning Phase Services for New Water Treatment Plant	
A.) Master Plan Study Report & other documents as necessary for the completion of said task.	\$155,000.00
B.) Financial Assistance Application to the TWDB Drinking Water State Revolving Fund Program & other documents as necessary for the completion of said task.	\$45,000.00
C.) Engineering Feasibility Report & other documents as necessary for the completion of said task.	\$145,000.00
D.) Environmental Information Document & other documents as necessary for the completion of said task.	\$95,000.00
Total Planning Services	\$440,000.00
Basic Services for Water Treatment Plant	
A.) Design Services for New Water Treatment Plant. (PS&E)	\$1,400,000.00
Total Basic Services for WTP	\$1,400,000.00
Special Services	
Surveying	
A.) WTP	\$56,000.00
Geotechnical-Subsurface Exploration	
A.) WTP	\$55,000.00
TCEQ Approval	
A.) WTP	\$15,000.00
Total Special Services for WWTP & Collection System	\$126,000.00
Total Engineering Cost	\$1,966,000.00

**PART III
 Engineers Hourly Rate Schedule for Additional Services
 FOR TWDB PLANNING, ACQUISITION and DESIGN FUNDING
 CITY OF MISSION 6.0 MGD WATER TREATMENT PLANT**

The Schedule of Rates and Charges Table below sets the hourly rates for various personnel and shall be the basis for negotiation for amending the contract for additional work.

PRINCIPAL	\$150.00/HOUR
SENIOR ENGINEER / PROJECT MANAGER /GIS MANAGER	\$150.00/HOUR
REGISTERED PROFESSIONAL LAND SURVEYOR	\$125.00/HOUR
GENERAL MANAGER	\$110.00/HOUR
PROJECT ENGINEER	\$125.00/HOUR
E.I.T.	\$ 90.00/HOUR
S.I.T.	\$ 90.00/HOUR
PROJECT MANAGER	\$100.00/HOUR
CONSTRUCTION PROJECT INSPECTOR	\$ 65.00/HOUR
SURVEY PARTY CHIEF (plus supplies)	\$100.00/HOUR
SURVEY CREW	\$ 50.00/HOUR
SURVEY RESEARCH	\$ 55.00/HOUR
DRAFTING TECH INTERN	\$ 40.00/HOUR
DRAFTING TECH 1	\$ 55.00/HOUR
DRAFTING TECH 2	\$ 60.00/HOUR
DRAFTING TECH 3	\$ 65.00/HOUR
DRAFTING TECH 4	\$ 70.00/HOUR
DRAFTING TECH 5	\$ 75.00/HOUR
DRAFTING TECH 6	\$ 80.00/HOUR
GIS TECH	\$ 65.00/HOUR
ADMINISTRATION	\$ 55.00/HOUR
CLERICAL / DELIVERY	\$ 35.00/HOUR

The schedule of charges for work that is beyond what is set forth in the contract.

ABSTRACT WORK	COST plus 10%
MATERIALS	COST plus 10%
REIMBURSABLES Charges	COST plus 10%
TRAVEL (Out of Area – 25 mi radius)	\$ 1.00/MILE

REIMBURSABLE Supplies (See Below)

Stakes & Hubs	\$ 1.00
Rebar	\$ 2.00
Monuments	\$ 6.00
Postage / Shipping	Billed Cost
Printing	Billed Cost
Black & White: Letter \$0.10, Legal \$0.20, Ledger \$0.50 per page	
Color: Letter \$0.20, Legal \$0.50, Ledger \$1.00 per page	
Wide Format Sizes: Black & White \$1.00 per sq ft & Color \$2.00 per sq.ft.	

CONTRACT CHANGE ORDER

Contract No. 20075.00 Date 10-19-23
Change Order No. 1 Project: Shary Bus Park Phase 1
To: Posillico Civil, Inc. Location Mission, Texas

You are hereby requested to comply with the following changes from the contract plans and/or specifications:

Item No.	Description of Changes- Quantities, Units, Unit Prices, Change in Completion Schedule, Etc.	Decrease in Contract	Increase in Contract
1.	Add Davis-Bacon Wage Determination # TX20210003 to the contract		0.00
2.	Storm water inlet adjustment		12,750.00
	Waterline cut-in tees & gate valves		66,050.00
	Concrete collars around inlets		8,250.00
	Sanitary sewer collars		3,675.00
	16" Steel casing		14,220.00
3.	Sewer Cleanout		2,160.00
4.	Additional 4% lime at 12" depth Lime Treatment		285,343.75
5.	Lime Treatment Correction		80,960.00
6.	FM 494 Culvert with turnouts		37,275.00
7.	Jack & Bore and S.S. Realignment		918,716.50
	Total Increase		1,429,400.25
	Net Increase in Contract Price		1,429,400.25

The sum of **\$1,429,400.25** is hereby **added to** the total contract price of **\$ 3,910,000.00** and the total adjusted contract price to date thereby is **\$5,339,400.25**. The time for completion of the contract is not changed. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted by: _____
Posillico Civil, Inc

Date: _____

Recommended by: 
Melden and Hunt, Inc.

Date: 10-19-2023

Approved by: _____
City of Mission

Date: _____



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023

PRESENTED BY: Anna Carrillo, City Secretary

AGENDA ITEM: Approval of Resolution # ___ accepting the resignation of Council Member Abiel Flores, Place 3 – Carrillo

NATURE OF REQUEST:

On October 19, 2023, Council Member Abiel Flores, in order to run for a Hidalgo County District Court Judge position, publicly shared notice of his resignation as Council Member for Place 3.

As prescribed by the Texas Constitution, the announcement to run for another elected office immediately triggered the resignation of Abiel Flores for Mission City Council Place 3. Councilman Flores will continue to service in his capacity until his successor is duly elected and qualified.

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 _____

RESOLUTION NO. _____

Item 51.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MISSION, TEXAS, ACCEPTING THE RESIGNATION OF COUNCIL MEMBER ABIEL FLORES, PLACE 3, AS PRESCRIBED UNDER STATE LAW; AND ACKNOWLEDGING AN EFFECTIVE DATE AS IMPOSED BY THE TEXAS CONSTITUTION.

WHEREAS, on October 19, 2023, Council Member Abiel Flores, in order to run for a Hidalgo County District Court Judge position, publicly shared notice of his resignation as Council Member for Place 3; and

WHEREAS, as prescribed by the Texas Constitution, the announcement to run for another elected office immediately triggered the resignation of Abiel Flores for Mission City Council Place 3; and

WHEREAS, Texas state law requires, upon such a automatic resignation, a special election to fill such a vacancy must be held within 120 days of such announcement; and

WHEREAS, under Texas state law, Councilman Abiel Flores shall continue to serve in his capacity under Place 3 until such a replacement may be duly elected to fulfill the remainder of his original term.

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

Section 1: That the above findings are hereby true and correct and are incorporated herein in their entirety.

Section 2: That the resignation of Council Member Abiel Flores, Place 3 is hereby accepted and acknowledged as prescribed under state law.

Section 3: That Abiel Flores shall continue to serve as Councilman for Place 3 until his replacement may be duly elected as prescribed under state law.

Section 4: That this Resolution shall become effective upon its passage by the City Council of the City of Mission, Texas.

READ, CONSIDERED AND APPROVED by the City Council at a regular council meeting on the 23rd day of October, 2023.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary



**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: October 23, 2023

PRESENTED BY: Anna Carrillo, City Secretary

AGENDA ITEM: Approval of Resolution # _____ calling a Special Election in Mission, Texas to fill a the vacancy of Councilmember for Place Three; providing for polling places and other matters relating to said election – Carrillo
Aprobación de Resolución No. _____ convocar una Elección Especial en Mission, Texas para cubrir la vacante de Concejal para el lugar Tres; proporcionar lugares de votación y otros asuntos relacionados con dicha elección - Carrillo

NATURE OF REQUEST:

Attached Resolution provides for the city’s Special Election to be held on Saturday, December 9, 2023 as authorized by the Texas Election Code. Due to the resignation of Councilman, Place 3 Abiel Flores. Candidate filing will be from Tuesday, October 24, 2023 and before 5:00 p.m. on Monday, October 30, 2023

Early voting by personal appearance will be conducted at Mission Parks & Recreation Conference Room, 721 N. Bryan Road and Mission Boys & Girls Club Gym at Bannworth Park, 1822 N. Shary Road from Wednesday, November 22, 2023 thru Saturday, December 2 from 8 a.m. – 6 p.m. and Monday, December 4 and Tuesday, December 5 from 7 a.m. to 7 p.m. Polling locations will be closed on Thursday, November 23, 2023 – and Friday, November 24, 2023 for Thanksgiving Holiday.

Election Day polling locations will be conducted at Mission Parks & Recreation Conference Room, 721 N. Bryan Road and Mission Boys and Girls Club Gym at Bannworth Park from 7 a.m. – 7 p.m.

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 _____

RESOLUTION NO. _____**AN RESOLUTION CALLING A SPECIAL ELECTION IN MISSION, TEXAS, TO FILL THE VACANCY OF COUNCILMEMBER FOR PLACE THREE; PROVIDING FOR POLLING PLACES AND OTHER MATTERS RELATING TO SAID ELECTION.**

WHEREAS, effective October 19, 2023, a vacancy occurred in the City Council for Place Three following Councilman Abiel Flores' automatic resignation from office upon announcing his candidacy for Hidalgo County District Court Judge; and

WHEREAS, Article 11, Section 11 of the Texas Constitution provides that a special election shall be held to fill the vacancy within one hundred and twenty (120) days after such vacancy occurs; and

WHEREAS, Texas Election Code Section 201.052, provides that a special election to fill a vacancy shall be held on the first election date occurring on or after the 46th day after the election is ordered; and

WHEREAS, December 9, 2023, is the election date that occurs on or after the 46th day after the date of this order and falls within the 120-day constitutional mandate; and

WHEREAS, pursuant to Chapter 271 of the Texas Election Code, the City of Mission will contract with the Hidalgo County Elections Administrator to conduct the City of Mission Special Election for Place Three.

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

SECTION 1: In accordance with the general laws and Constitution of the State of Texas, a Special Election is hereby called and ordered for the second Saturday in December, 2023, the same being the 9th day of said month, at which a special election of all qualified voters of the City may vote for the purpose of electing the following official of the City of Mission:

Councilman, Place 3
(for unexpired term ending May, 2026)

SECTION 2: Said election shall be conducted and held in accordance with the Charter of the City of Mission and the laws of the State of Texas.

SECTION 3: Any eligible and qualified person may have his name printed on the official ballot as an independent candidate for the office to be selected by filing his sworn application for such particular office with the City Secretary during the period of October 24, 2023 and before 5:00 p.m. central standard time on October 30, 2023 at City Hall, 1201 E. 8th St., Mission, Texas.

The application shall state the particular office being sought by the applicant and that the applicant is eligible and qualified under the Charter of the City of Mission and the laws of the State of Texas to become a candidate for and hold office sought, if elected.

SECTION 4: The City Official to be elected during this Special Election shall be for Councilmember for Place Three.

SECTION 5: Any person eligible for the office for which he has filed his sworn application in accordance with the provisions of this ordinance shall have his name printed on the official ballot without party designation. Any such person may cause his name to be withdrawn at any time before November 3, 2023 by filing in writing with the City Secretary a request to that effect over his own signature, duly sworn and attested before a notary public. No name so withdrawn shall be printed on the ballots. At least twenty days prior to the election, the City shall have the ballots printed.

SECTION 6: Every qualified voter who desires to cast an early vote and expects to be absent on the day of said election, or is otherwise entitled to vote early under the provisions of the applicable statutes of the State of Texas, shall upon proper application be entitled to an official ballot and the right to cast such ballot in accordance with the early voting laws of the State of Texas, particularly Title 7, Texas Election Code.

Early voting by personal appearance will be conducted by the County of Hidalgo Elections Administrator.

Early Voting will be held at the following locations and times:

- Mission Parks & Recreation Conference Room, 721 N. Bryan Road
- Mission Boys & Girls Club Gym at Bannworth Park, 1822 N. Shary Road

Wednesday, November 22, 2023 – 8 a.m. – 6 p.m.

Thursday, November 23, 2023 – CLOSED Thanksgiving Holiday

Friday, November 24, 2023 – CLOSED Thanksgiving Holiday

Monday, November 27, 2023 – 8 a.m. – 6 p.m.

Tuesday, November 28, 2023 – 8 a.m. – 6 p.m.

Wednesday, November 29, 2023 – 8 a.m. – 6 p.m.

Thursday, November 30, 2023 – 8 a.m. – 6 p.m.

Friday, December 1, 2023 – 8 a.m. – 6 p.m.

Saturday, December 2, 2023 – 8 a.m. – 6 p.m.

Monday, December 4, 2023 – 7 a.m. – 7 p.m.

Tuesday, December 5, 2023 – 7 a.m. – 7 p.m.

Applications for early ballots to be voted by mail shall be made to Early Voting Clerk, Hilda Salinas Elections Administrator, P.O. Box 659, 213 S. Closner, Edinburg, TX 78540-0659 or her designated assistant who shall conduct the early voting in said election in the manner prescribed by the applicable statutes of the State of Texas. The period for accepting applications for early ballots to be voted by mail for the General Election is hereby scheduled through November 28, 2023.

SECTION 7: The polls will be open Election Day from 7:00 a.m. – 7:00 p.m. on Saturday, December 9, 2023 at the following locations:

- Mission Parks & Recreation Conference Room, 721 N. Bryan Road
- Mission Boys & Girls Club Gym at Bannworth Park, 1822 N. Shary Road

SECTION 8: The City Secretary is hereby directed to give notice of said election by posting said notice at the City Hall and to give notice by publication and otherwise as required by law.

READ, CONSIDERED AND APPROVED by the City Council at a regular council meeting on the 23rd day of October, 2023.

Norie Gonzalez Garza, Mayor

ATTEST:

Anna Carrillo, City Secretary

APPROVED AS TO FORM:

Victor A. Flores, City Attorney

RESOLUCIÓN NO. _____

UNA RESOLUCIÓN CONVOCATORIA A ELECCIÓN ESPECIAL EN MISSION, TEXAS, PARA LLENAR LA VACANTE DE CONSEJERO PARA EL PUESTO TRES; DISPOSICIÓN DE LUGARES DE VOTACIÓN Y OTROS ASUNTOS RELACIONADOS CON DICHA ELECCIÓN.

CONSIDERANDO que, a partir del 19 de octubre de 2023, se produjo una vacante en el Concejo Municipal para el Lugar Tres luego de la renuncia automática del concejal Abiel Flores al anunciar su candidatura a Tribunal de Distrito del Condado de Hidalgo; y

POR CUANTO, el Artículo 11, Sección 11 de la Constitución de Texas establece que se llevará a cabo una elección especial para cubrir la vacante dentro de ciento veinte (120) días después de que ocurra dicha vacante; y

POR CUANTO, la Sección 201.052 del Código Electoral de Texas establece que se llevará a cabo una elección especial para llenar una vacante en la primera fecha de elección que ocurra a partir del día 46 después de que se ordene la elección; y

CONSIDERANDO que el 9 de diciembre de 2023 es la fecha de elección que ocurre a partir del día 46 después de la fecha de esta orden y cae dentro del mandato constitucional de 120 días; y

POR CUANTO, de conformidad con el Capítulo 271 del Código Electoral de Texas, la Ciudad de Mission contratará al Administrador de Elecciones del Condado de Hidalgo para llevar a cabo la Elección Especial de la Ciudad de Mission para el Lugar Tres.

POR LO TANTO, SE RESUELVE POR EL CONCEJO MUNICIPAL DE LA CIUDAD DE MISSION, TEXAS:

SECCIÓN 1: De conformidad con las leyes generales y la Constitución del Estado de Texas, por la presente se convoca y ordena una Elección Especial para el segundo sábado de diciembre de 2023, siendo el mismo el día 9 de dicho mes, en el cual se llevará a cabo una elección especial de Todos los votantes calificados de la Ciudad pueden votar con el propósito de elegir al siguiente funcionario de la Ciudad de Mission:

Concejal, Lugar 3
(para el período no vencido que finaliza en mayo de 2026)

SECCIÓN 2: Dicha elección se llevará a cabo y se llevará a cabo de acuerdo con los Estatutos de la Ciudad de Mission y las leyes del Estado de Texas.

SECCIÓN 3: Cualquier persona elegible y calificada puede tener su nombre impreso en la boleta oficial como candidato independiente para el cargo a ser seleccionado presentando su solicitud jurada para dicho cargo en particular ante el Secretario de la Ciudad durante el período del 24 de octubre de 2023 y antes 5:00 pm. hora estándar central el 30 de octubre de 2023 en el Ayuntamiento, 1201 E. 8th St., Mission, Texas.

La solicitud deberá indicar el cargo particular que busca el solicitante y que el solicitante es elegible y está calificado según los Estatutos de la Ciudad de Mission y las leyes del Estado de Texas para convertirse en candidato y ocupar el cargo solicitado, si es elegido.

SECCIÓN 4: El funcionario de la ciudad que se elegirá será el concejal para el puesto tres. Cada uno de esos lugares numerados es un cargo separado y cada candidato deberá designar en su solicitud jurada el cargo o número y lugar para el que se postula.

SECCIÓN 5: Cualquier persona elegible para el cargo para el cual haya presentado su solicitud jurada de acuerdo con las disposiciones de esta ordenanza tendrá su nombre impreso en la boleta oficial sin designación de partido. Cualquier persona podrá hacer que su nombre sea retirado en cualquier momento antes del 3 de noviembre de 2023 presentando por escrito ante el Secretario de la Ciudad una solicitud a tal efecto con su propia firma, debidamente jurada y certificada ante un notario público. Ningún nombre así retirado se imprimirá en las papeletas. Al menos veinte días antes de la elección, la Ciudad deberá imprimir las boletas.

SECCIÓN 6: Todo votante calificado que desee emitir un voto anticipado y espere estar ausente el día de dicha elección, o que de otro modo tenga derecho a votar anticipadamente según las disposiciones de los estatutos aplicables del Estado de Texas, previa solicitud adecuada, será tiene derecho a una boleta oficial y el derecho a emitir dicha boleta de acuerdo con las leyes de votación anticipada del Estado de Texas, particularmente el Título 7 del Código Electoral de Texas.

La votación anticipada en persona será realizada por el Administrador de Elecciones del Condado de Hidalgo. La votación anticipada se llevará a cabo en los siguientes lugares y horarios:

- Sala de conferencias de Parques y Recreación de Mission, 721 N. Bryan Road
- Gimnasio Mission Boys & Girls Club en Bannworth Park, 1822 N. Shary Road

Miércoles 22 de noviembre de 2023 – 8 a. m. – 6 p. m.

Jueves 23 de noviembre de 2023 – CERRADO Día festivo de Acción de Gracias

Viernes 24 de noviembre de 2023 – CERRADO Día festivo de Acción de Gracias

Lunes 27 de noviembre de 2023 – 8 a. m. – 6 p. m.

Martes 28 de noviembre de 2023 – 8 a. m. – 6 p. m.

Miércoles 29 de noviembre de 2023 – 8 a. m. – 6 p.m.

Jueves 30 de noviembre de 2023 – 8 a. m. – 6 p. m.

Viernes 1 de diciembre de 2023 – 8 a. m. – 6 p. m.

Sábado 2 de diciembre de 2023 – 8 a. m. – 6 p. m.

Lunes 4 de diciembre de 2023 – 7 a. m. – 7 p. m.

Martes 5 de diciembre de 2023 – 7 a. m. – 7 p. m.

Las solicitudes de boletas anticipadas para votar por correo deberán presentarse a la Secretaria de Votación Anticipada, Administradora de Elecciones Hilda Salinas, P.O. Box 659, 213 S. Closner, Edinburg, TX 78540-0659 o su asistente designado quien llevará a cabo la votación anticipada en dicha elección de la manera prescrita por los estatutos aplicables del Estado de Texas. Se programa hasta el 28 de noviembre de 2023 el período de aceptación de solicitudes de boletas anticipadas para votar por correo para las Elecciones Generales.

SECCIÓN 7: Las urnas estarán abiertas de 7:00 a. m. a 7:00 p. m. el sábado 9 de diciembre de 2023 en las siguientes ubicaciones:

- Sala de conferencias de Parques y Recreación de Mission, 721 N. Bryan Road

- Gimnasio Mission Boys & Girls Club en Bannworth Park, 1822 N. Shary Road

SECCIÓN 8: Por la presente se ordena al Secretario de la Ciudad que dé aviso de dicha elección mediante la publicación de dicho aviso en el Ayuntamiento y que dé aviso mediante publicación y de otro modo según lo requiera la ley.

LEÍDO, CONSIDERADO Y APROBADO por el Ayuntamiento en sesión ordinaria del día 23 de octubre de 2023.

Norie González Garza, Alcaldesa

ATTEST:

Anna Carrillo, Secretaria de la Ciudad

APROBADO EN FORMA:

Víctor A. Flores, Abogado Municipal



CITY OF
MISSION

**CITY COUNCIL AGENDA ITEM &
RECOMMENDATION SUMMARY**

MEETING DATE: October 23, 2023
PRESENTED BY: Anna Carrillo, City Secretary
AGENDA ITEM: Approval to enter into an Election Services Contract with the Hidalgo County Elections Administrator for the December 9, 2023 City of Mission Special Election - Carrillo

NATURE OF REQUEST:

Contract for election services between the City of Mission and Hidalgo County Elections Administrator to conduct and supervise the Special Election to be held on December 9, 2023.

BUDGETED: No **FUND:** General Fund **ACCT. #:** 01-423-34430
BUDGET: \$0.00 **EST. COST:** \$ **CURRENT BUDGET BALANCE:** \$0.00

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** _____



CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Juan Avila, Fleet Director
AGENDA ITEM: TABLED 10/09/2023: Approval of pre-negotiated service agreements for hourly labor rates and parts mark ups for fleet repairs on all city units to include special equipment and Sanitation units for FY 2023-2024 - Avila

NATURE OF REQUEST:

Staff is requesting approval of pre-negotiated service agreements with: Tellus Equipment Solutions, Diesel Fleet Care, Border Engine Rebuilders, Mission Paint & Body Shop, Lino's Automatic Transmission, Doggett Freightliner, Regio Machining, Holt Cat, Bert Ogden Chevrolet, Spikes Ford, Desperado Harley Davidson, Andy's Marine, D&R Glass Etc., Bobcat of the RGV, South Texas GMC, Action Hydraulic Hoses, Anderson Equipment Co. and Amigo Power and Equipment. Service agreements include fleet repair hourly labor rates and parts mark-ups for all the City's Fleet and special equipment to also include the Sanitation units and are valid from 10/01/2023 through 09/30/2024. Services and parts will be acquired on an as needed basis and will be determined solely by the City of Mission. Attached are the hourly labor rates and percentage mark ups on parts.

BUGETED: (Yes) / No / N/A FUND: General/ Sanitation Fund ACCT. #: Various Accounts
BUDGET: \$722,500/ EST. COST: \$ CURRENT BUDGET BALANCE: \$722,500/
\$500,000 \$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

City of Mission Sanitation/Fleet Service Agreement

Vendor Information					
Vendor Name	Address	Phone Number	Shop Hours	Contact Person	E-mail
Vernier Texas Louisiana	222 W Frontage Rd Alamo TX 78516	9567825580	7am-5pm	David Fuentes	dfuentes@verniertexas.co

Repair Services/Parts					
Estimates/Diagnostic Testing					
		\$ 495.00			
Labor Rate In-Shop Repairs		165.00		Negotiated City's Rate	\$ NA
Labor Rate Emergency/After Hours		185.00		Parts Mark Up	NA %
Shipping/Freight				Terms	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.
				<input type="checkbox"/> Included in pricing. <input type="checkbox"/> X Additional Charge	

Printed Name: Brian Adams
 Date: 9.6.23

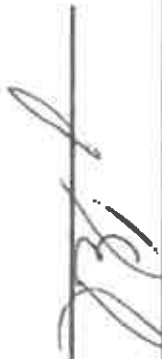
Signature: 

City of Mission Sanitation/Fleet Service Agreement

Vendor Information					
Vendor Name	BEAR OILS & CHEVROLET	Address	1400 E EXPRESSWAY 83	Phone Number	956-581-1111
				Shop Hours	7:30 - 6:00
				Contact Person	BARRY KOCH
				E-mail	BARRY.KOCH@BEAROILS.COM

Repair Services/Parts			
Estimates/Diagnostic Testing			
	\$ 155 ⁰⁰	Labor Rate for On-Site Repairs	\$ 155 ⁰⁰
Labor Rate In-Shop Repairs		Negotiated City's Rate	\$ 155 ⁰⁰
Labor Rate Emergency/After Hours	\$ N/A	Parts Mark Up	20 %
Shipping/Freight	<input checked="" type="checkbox"/> Included in pricing. <input type="checkbox"/> Additional Charge	Terms	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.

Printed Name: BARRY KOCH
 Date: 9/21/2023

Signature: 

City of Mission Sanitation/Fleet Service Agreement

Vendor Name	Address	Phone Number	Shop Hours	Contact Person	E-mail
MISSION PAINT & BODY SHOP	212 E. 11 th ST MISSION TX 78572	956 581-2302	MONDAY FRIDAY 8:00 AM TO 6:00 PM SATURDAY 9 to 12	Mike Ballesteros	mike 78501@yahoo.com

Repair Services/Parts		Labor Rate for On-Site Repairs		Negotiated City's Rate	
Estimates/Diagnostic Testing		\$ FREE			\$ N/A
Labor Rate In-Shop Repairs		\$ 55.00			\$ N/A
Labor Rate Emergency/After Hours		\$ N/A			\$ N/A
Shipping/Freight	<input type="checkbox"/> Included in pricing. <input checked="" type="checkbox"/> Additional Charge		Parts Mark Up	25 ON LKO PARTS ONLY	%
			Terms	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.	

Printed Name

MIKE BALLESTEROS

Signature:

Mike Ballesteros

Month

9-18-23

City of Mission Sanitation/Fleet Service Agreement

Vendor Information					
Vendor Name	Address	Phone Number	Shop Hours	Contact Person	E-mail
Tellers Equipment Solutions	409 E. Indianapolis 2 Mission, TX 78572	956-585-1618	7:30 AM - 4:30 PM	Jorge A. Louis	luisa@tellers.com

Repair Services/Parts			
Estimates/Diagnostic Testing	Labor Rate In-Shop Repairs	Labor Rate for On-Site Repairs	Negotiated City's Rate
	\$ 140 per hour		\$ 140 per hour
	\$ 140 per hour		\$ 140 per hour
Labor Rate Emergency/After Hours	\$ 140 per hour	Parts Mark Up	
Shipping/Freight:	<input type="checkbox"/> Included in pricing. <input checked="" type="checkbox"/> Additional Charge	Terms	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.

Printed Name: Jorge A. Louis
 Date: 8/28/23

Signature: Jorge A. Louis

City of Mission Sanitation/Fleet Service Agreement

Vendor Information					
Vendor Name	Address	Phone Number	Shop Hours	Contact Person	E-mail
BORDER ENGINE REBUILDERS & DIESEL SERVICES	100 INTERNATIONAL BLVD. MISSION, TEXAS 78572	956-585-4866	8 AM - 5 PM M-F	OSCAR RIOS	oscarjrios2003@yahoo.com

Repair Services/Parts					
Estimates/Diagnostic Testing	Address	Phone Number	Shop Hours	Contact Person	E-mail
Labor Rate In-Shop Repairs		\$ 135.00 hr.	Negotiated City's Rate		\$ 135.00 hr.
Labor Rate Emergency/After Hours		\$ 150.00 hr.	Parts Mark Up		35 %
Shipping/Freight			Terms		One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.

Printed Name: Oscar J. Rios III
 Date: August 30, 2023

Signature: [Handwritten Signature]

City of Mission Sanitation/Fleet Service Agreement

Vendor Information					
Vendor Name	Address	Phone Number	Shop Hours	Contact Person	E-mail
Lino's TRANSMISSION	214 N. 29th St	9719601	8-5	Lino	cluna59@sbcglobal.net

Repair Services/Parts				
Estimates/Diagnostic Testing	\$ 0		Labor Rate for On-Site Repairs	\$ 85
Labor Rate In-Shop Repairs	\$ 85		Negotiated City's Rate	\$ 85
Labor Rate Emergency/After Hours	\$ 100		Parts Mark Up	15 %
Shipping/Freight	<input type="checkbox"/> Included in pricing. <input type="checkbox"/> Additional Charge		Terms	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.

Printed Name

Lino Luna Ja

Date

8-28-23

Signature:

Effective through: 12-31-23 **Action Hydraulic Hoses**
City of Mission – Price Sheet 2023

PRICE	PART NUMBER	CATEGORY
\$33.26	R16-04-04FJ-04FJ-22"	HOSE ASSEMBLY
\$36.96	R16-04-04FJ-04FJ-30"	HOSE ASSEMBLY
\$39.75	R16-04-04FJ-04FJ-37"	HOSE ASSEMBLY
\$42.97	R16-04-04FJ-04FJ-45"	HOSE ASSEMBLY
\$46.16	R16-04-04FJ-04FJ-53"	HOSE ASSEMBLY
\$48.95	R16-04-04FJ-04FJ-60"	HOSE ASSEMBLY
\$53.74	R16-04-04FJ-04FJ-72"	HOSE ASSEMBLY
\$42.77	R16-06-06FJ-06FJ-34"	HOSE ASSEMBLY
\$44.50	R16-06-06FJ-06FJ-38"	HOSE ASSEMBLY
\$45.36	R16-06-06FJ-06FJ-40"	HOSE ASSEMBLY
\$46.23	R16-06-06FJ-06FJ-42"	HOSE ASSEMBLY
\$60.92	R16-06-06FJ-06FJ-76"	HOSE ASSEMBLY
\$65.67	R16-06-06FJ-06FJ-87"	HOSE ASSEMBLY
\$69.12	R16-06-06FJ-06FJ-95"	HOSE ASSEMBLY
\$78.20	R16-06-06FJ-06FJ-116"	HOSE ASSEMBLY
\$47.85	R16-06-06FJ-06MPX-39"	HOSE ASSEMBLY
\$48.50	R16-06-06MPX-06FP-38"	HOSE ASSEMBLY
\$46.16	R16-08-08FJ-08FJ-26"	HOSE ASSEMBLY
\$51.46	R16-08-08FJ-08FJ-36"	HOSE ASSEMBLY
\$58.33	R16-08-08FJ-08FJ-49"	HOSE ASSEMBLY
\$65.21	R16-08-08FJ-08FJ-62"	HOSE ASSEMBLY
\$65.02	R16-12-12FJ-12FJ-27"	HOSE ASSEMBLY
\$68.26	R16-12-12FJ-12FJ-32"	HOSE ASSEMBLY
\$94.18	R16-12-12FJ-12FJ-72"	HOSE ASSEMBLY
\$83.11	R16-16-16FJ-16FJ-27"	HOSE ASSEMBLY
\$107.90	R16-16-16FJ-16MJ-54"	HOSE ASSEMBLY
\$41.45	J1406-06-06FSX-06FSX-50"	HOSE ASSEMBLY
\$37.74	J1406-06-06FSX-06FSX-36"	HOSE ASSEMBLY
\$35.62	J1406-06-06FSX-06FSX-28"	HOSE ASSEMBLY

Action Hydraulic Hoses
City of Mission – Price Sheet 2023

Effective through: 12-31-23

PRICE	PART NUMBER	CATEGORY
\$192.00	4SH-12-12FJ-12FJ45-79"	HOSE ASSEMBLY
\$122.65	4SH-12-12FJ-12FJ-50"	HOSE ASSEMBLY
\$184.90	4SH-12-12FJ-12FJ-96"	HOSE ASSEMBLY
\$101.20	4SH-12-12MJ-12MJ-37"	HOSE ASSEMBLY
\$114.05	4SH-12-12MJ-12MJ-47"	HOSE ASSEMBLY
\$183.65	4SH-16-16FJ-16FJ45-61"	HOSE ASSEMBLY
\$165.00	T110-10FJ-10FJ-150"	HOSE ASSEMBLY
\$0.62	C604	NYLON AIR HOSE
\$1.01	C606	NYLON AIR HOSE
\$1.38	C608	NYLON AIR HOSE
\$2.53	C610	NYLON AIR HOSE
\$2.96	C612	NYLON AIR HOSE
\$7.43	DOT-AB-SL-2403-04-04	UNION AIR FITTINGS
\$9.40	DOT-AB-SL-2403-06-06	UNION AIR FITTINGS
\$12.70	DOT-AB-SL-2403-08-08	UNION AIR FITTINGS
\$15.95	DOT-AB-SL-2403-10-10	UNION AIR FITTINGS
\$4.96	DOT-AB-SL-2404-04-02	AIR FITTINGS
\$5.88	DOT-AB-SL-2404-04-04	AIR FITTINGS
\$6.22	DOT-AB-SL-2404-06-04	AIR FITTINGS
\$6.97	DOT-AB-SL-2404-06-06	AIR FITTINGS
\$7.08	DOT-AB-SL-2404-06-08	AIR FITTINGS
\$8.77	DOT-AB-SL-2404-08-06	AIR FITTINGS
\$7.82	DOT-AB-SL-2404-08-08	AIR FITTINGS
\$14.13	DOT-AB-SL-2404-10-06	AIR FITTINGS
\$15.25	DOT-AB-SL-2404-10-08	AIR FITTINGS
\$11.72	DOT-AB-SL-2404-12-08	AIR FITTINGS
\$13.10	DOT-AB-SL-2404-12-12	AIR FITTINGS
\$8.80	DOT-AB-SL-2501-04-02	90 AIR FITTINGS
\$8.95	DOT-AB-SL-2501-04-04	90 AIR FITTINGS
\$10.45	DOT-AB-SL-2501-06-04	90 AIR FITTINGS

Effective through: 12-31-23 **Action Hydraulic Hoses**
City of Mission – Price Sheet 2023

PRICE	PART NUMBER	CATEGORY
\$10.90	DOT-AB-SL-2501-06-06	90 AIR FITTINGS
\$14.40	DOT-AB-SL-2501-06-08	90 AIR FITTINGS
\$14.50	DOT-AB-SL-2501-08-06	90 AIR FITTINGS
\$15.30	DOT-AB-SL-2501-08-08	90 AIR FITTINGS
\$17.42	DOT-AB-SL-2501-10-06	90 AIR FITTINGS
\$17.61	DOT-AB-SL-2501-10-08	90 AIR FITTINGS
\$18.10	DOT-AB-SL-2501-10-12	90 AIR FITTINGS
\$19.80	DOT-AB-SL-2501-12-08	90 AIR FITTINGS
\$24.10	DOT-AB-SL-2501-12-12	90 AIR FITTINGS
\$12.70	DOT-AB-SL-2603-04-04-04	TEE AIR FITTINGS
\$13.17	DOT-AB-SL-2603-06-06-06	TEE AIR FITTINGS
\$20.56	DOT-AB-SL-2603-08-08-08	TEE AIR FITTINGS

City of Mission Sanitation/Fleet Service Agreement

Vendor Information					
Vendor Name	Address	Phone Number	Shop Hours	Contact Person	E-mail
Glass etc.	2617 S. 23rd Street Mesa, AZ 85203	480-728-9632 480-630-5161	9-5 Bot on Call	Roberto Gomez	glassetcme@alltel.com rgomez@me.com

Repair Services/Parts			
Estimates/Diagnostic Testing		Labor Rate for On-Site Repairs	
	NA		\$ 44
Labor Rate In-Shop Repairs	Cristina Each Closet Glass \$ 40 - 45	Negotiated City's Rate	\$ 42
Labor Rate Emergency/After Hours	\$ 44	Parts Mark Up	35 %
Shipping/Freight	<input type="checkbox"/> Included in pricing. <input type="checkbox"/> Additional Charge	Terms	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.

Printed Name: Robert Gomez Signature: [Signature]

Date: 9/12/23

City of Mission Sanitation/Fleet Service Agreement

Vendor Information				
Vendor Name	Address	Phone Number	Shop Hours	Contact Person
Doggett Freightliner of South Texas	3103 N. Cage Blvd. Pharr, Texas 78577	956-782-8202	7:00 a.m. – 7:00 p.m. M-F 8:00 a.m. – 1:00 p.m. Sat	Kathy Stanfill Service Manager
				DoggettTrucksPHService@doggett.com

Repair Services/Parts				
Estimates/Diagnostic Testing	Labor Rate In-Shop Repairs	Labor Rate for On-Site Repairs	Negotiated City's Rate	Terms
	\$116.25		\$116.25	
	\$116.25		\$116.25	
	\$150.00			
				Parts Mark Up
				15 %
				One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.

Printed Name Date
 Kathy Stanfill
 09/06/2023

Kathy Stanfill

09/06/2023

City of Mission Sanitation/Fleet Service Agreement

Vendor Information				
Vendor Name	Address	Phone Number	Shop Hours	Contact Person
Doggett Freightliner of South Texas	3103 N. Cage Blvd. Pharr, Texas 78577	956-782-8202	7:00 a.m. - 7:00 p.m. M-F 8:00 a.m. - 1:00 p.m. Sat	Kathy Stanfill Service Manager
				DoggettTrucksPHService@doggett.com

Repair Services/Parts				
Estimates/Diagnostic Testing	Address	Phone Number	Shop Hours	Contact Person
Labor Rate In-Shop Repairs		\$ 116.25		
Labor Rate Emergency/After Hours		\$ 150.00		
Shipping/Freight				

Labor Rate for On-Site Repairs	Labor Rate for On-Site Repairs	Terms
Negotiated City's Rate	\$ 116.25	
Parts Mark Up		15 %
One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.		

Printed Name Date
 Kathy Stanfill
 09/06/2023

Kathy Stanfill
 09/06/2023

City of Mission Sanitation/Fleet Service Agreement

Vendor Information					
Vendor Name	Address	Phone Number	Shop Hours	Contact Person	E-mail
Diesel Fleet Care, LLC	816 E Palma Vista Dr Palnview, TX 78572	(956)271-4762	8:00 AM-5:00 PM	Roman Garcia	accounting@dieselfleetcare.com

Repair Services/Parts					
Estimates/Diagnostic Testing	Labor Rate In-Shop Repairs	Labor Rate for On-Site Repairs	Negotiated City's Rate	Parts Mark Up	Shipping/Freight
	\$ 105.00				<input type="checkbox"/> Included in pricing. <input checked="" type="checkbox"/> Additional Charge
	\$ 105.00			15 %	
	\$ 105.00				One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.

Printed Name Roman Garcia
 Date 09/06/2023

Signature:

City of Mission Sanitation/Fleet Service Agreement

Vendor Information					
Vendor Name	Address	Phone Number	Shop Hours	Contact Person	E-mail
Holt CAT	10701 N. Hwy 381 Edinburg, TX 78541	956.292-2910	See- To M-F	Guarude Guarude	Guarude.Guarude@ Holt-Cat.com

Repair Services/Parts					
Estimates/Diagnostic Testing			Labor Rate for On-Site Repairs		
	\$ 165.00 hr				\$ 190.00 hr
Labor Rate In-Shop Repairs			Negotiated City's Rate		\$ N/A
Labor Rate Emergency/After Hours	\$ 165 hr		Parts Mark Up		0 %
Shipping/Freight	<input type="checkbox"/> Included in pricing. <input checked="" type="checkbox"/> Additional Charge		Terms		One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.

Printed Name: Felix Suarez
 Date: 9/6/23

Signature: 

City of Mission Sanitation/Fleet Service Agreement

Vendor Information					
Vendor Name	Address	Phone Number	Shop Hours	Contact Person	E-mail
Andy's Marine & Boat Works Inc.	2900 So 23 rd St McAllen, TX 78503	956-686-5381	M-F 8:00am - 5:00pm	David Cruz or Dalia Brockman	dalia@andysmarine.com

Repair Services/Parts			
Estimates/Diagnostic Testing	Labor Rate In-Shop Repairs	Labor Rate for On-Site Repairs	Negotiated City's Rate
	\$110.00/hr		\$ N/A
	\$110.00/hr		\$ _____
	Labor Rate Emergency/After Hours	Parts Mark Up	15 %
	Shipping/Freight	Terms	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.

Included in pricing. (if in-stock) ✓
 Additional Charge (if special order) ✓

Printed Name: Dalia C. Brockman
 Date: 9/26/23

Signature: 

City of Mission Sanitation/Fleet

Service Agreement

Vendor Information					
Vendor Name	Address	Phone Number	Shop Hours	Contact Person	E-mail
Desperado Harley-Davidson	1201 S. Burtson McAllen, TX 78501	956-687-4614	Tues - Sat. 9am-10pm	Jesus Alvarado	Jesus@desperadohd.com

Repair Services/Parts			
Estimates/Diagnostic Testing	\$ 129.00/hr	Labor Rate for On-Site Repairs	Unavailable
Labor Rate In-Shop Repairs	\$ 129.00/hr	Negotiated City's Rate	\$ 129.00/hr
Labor Rate Emergency/After Hours	Unavailable	Parts Mark Up	depending on part 15-30 %
Shipping/Freight	<input type="checkbox"/> Included in pricing. <input checked="" type="checkbox"/> Additional Charge \$50.00	Terms	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.

Printed Name Date Jesus Alvarado 8/25/2023

Signature: 

City of Mission Sanitation/Fleet Service Agreement

Vendor Information					
Vendor Name	Address	Phone Number	Shop Hours	Contact Person	E-mail
SOUTH TEXAS GME	4220 W. Express way 83 McAllen TP 78501	956-661-5000	7:30 - 6:PM M-F	Josue	Josue@SouthTexasGME.com

Repair Services/Parts					
Estimates/Diagnostic Testing			Labor Rate for On-Site Repairs		
	\$ 150.00				\$ 150.00
Labor Rate In-Shop Repairs			Negotiated City's Rate		\$
Labor Rate Emergency/After Hours	\$ 150.00		Parts Mark Up	M.S.R.P. (---) minus 15% Excludes Powertrain %	Discount.
Shipping/Freight	<input type="checkbox"/> Included in pricing. <input type="checkbox"/> Additional Charge		Terms	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.	

Printed Name: Josue Cruz
 Date: 8 Sep 2023

Signature: 

City of Mission Sanitation/Fleet Service Agreement

Vendor Information					
Vendor Name	Address	Phone Number	Shop Hours	Contact Person	E-mail
Regio Machining	3918-N La Howard Rd Mission TX	(956) 458-5341	7:00 AM Mon 6:00 PM Fri	Domingo Torres	regiomachining @hotmail.com

Making 316 Denicker La Santa

Repair Services/Parts				
Estimates/Diagnostic Testing			Labor Rate for On-Site Repairs	
	\$	N/A		\$ 90 ⁰⁰ Same
Labor Rate In-Shop Repairs	\$	90 ⁰⁰	Negotiated City's Rate	\$ N/A
Labor Rate Emergency/After Hours	\$	140 ⁰⁰	Parts Mark Up	30 %
Shipping/Freight	<input type="checkbox"/>	Included in pricing.	Terms	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.
	<input checked="" type="checkbox"/>	Additional Charge		

Printed Name

Domingo Torres

Date

8-29-23

Signature:



City of Mission Sanitation/Fleet Service Agreement

Vendor Information				
Vendor Name	Address	Phone Number	Shop Hours	Contact Person
SpikesFord	805. E Exp. 83	972 585 1601	7-7	Elizabeth
				E-mail
				Elizabeth.mejia@spikesford.net

Repair Services/Parts			
Estimates/Diagnostic Testing	Labor Rate In-Shop Repairs	Labor Rate for On-Site Repairs	Negotiated City's Rate
	\$ 132.50		\$ 132.50
	\$ 132.50		\$ 132.50
	\$ 149.95		
		Parts Mark Up	25 %
		Shipping/Freight	
		Additional Charge	
		Terms	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.

Printed Name

Ruben Reyes

Date

9/12/2023

Signature:



City of Mission Sanitation/Fleet Service Agreement

AMIGO POWER EQUIPMENT
304 W. MONTE CRISTO
EDINBURG, TEXAS 78541
956-383-6289

Vendor Information				
Vendor Name	Address	Phone Number	Shop Hours	Contact Person
Amigo Power Equipment	304 W. Monte Cristo Rd. Edinburg, TX 78541	956-383-6289	8:00 - 5:00	Robert Davila Mauricio Vasquez
				E-mail Bobdy@amigopowerequip.com Mauricio@amigopowerequip.com

Repair Services/Parts			
Estimates/Diagnostic Testing	Labor Rate	Labor Rate for On-Site Repairs	Terms
	\$ 115. ⁰⁰	\$ 200. ⁰⁰	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.
In-Shop Repairs	\$ 125. ⁰⁰	Negotiated City's Rate	
Labor Rate		Parts Mark Up	20 %
Emergency/After Hours	\$ N/A		
Shipping/Freight	<input type="checkbox"/> Included in pricing. <input checked="" type="checkbox"/> Additional Charge		

Printed Name: J.P. English President/CEO
 Date: 10/10/23

Signature: 

City of Mission Sanitation/Fleet Service Agreement

4/12/2023

Vendor Information					
Vendor Name	Address	Phone Number	Shop Hours	Contact Person	E-mail
Handwritten Vendor Name	Handwritten Address	Handwritten Phone Number	Handwritten Shop Hours	Handwritten Contact Person	Handwritten E-mail

Repair Services /Parts					
Estimates/Diagnostic Testing	\$ <u>140.00</u> hourly		Labor Rate for On-Site Repairs	\$ <u>150.00</u> hourly	
In-Shop Repairs	\$ <u>140.00</u> hourly		Negotiated City's Rate	\$ _____	
Labor Rate Emergency/After Hours	\$ <u>200.00</u> hourly		Parts Mark Up	<u>20%</u> %	
Shipping/Freight	<input type="checkbox"/> Included in pricing. <input checked="" type="checkbox"/> Additional Charge		Terms	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.	

Printed Name: Tom Sanchez
 Date: March 10, 2023

Signature: [Handwritten Signature]



Service Agreement Committee

Fleet Department

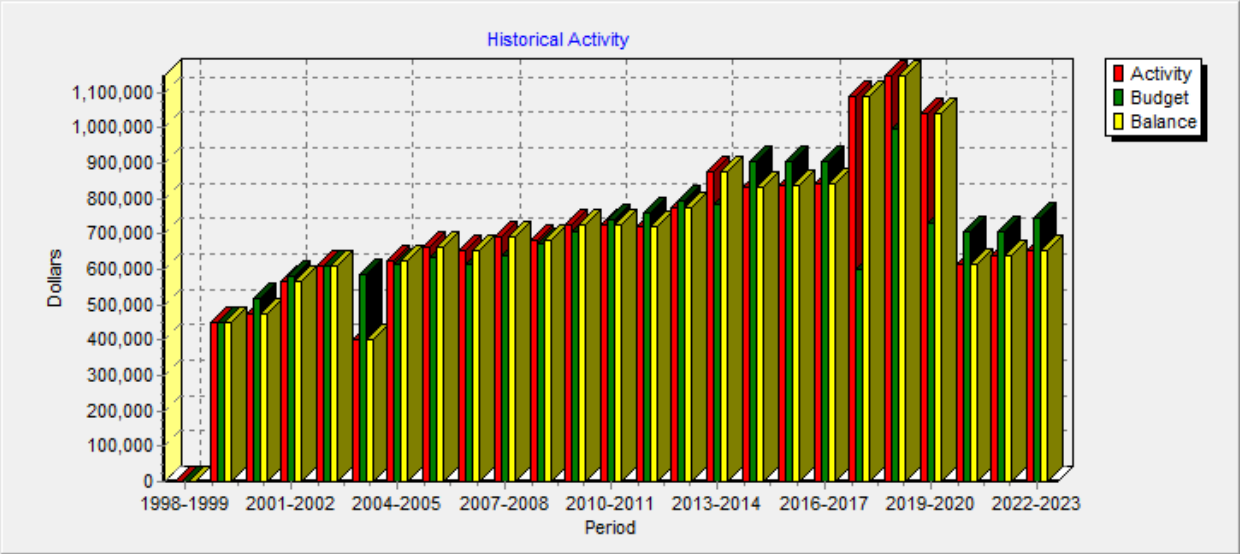
TO: CITY OF MISSION STAFF and COUNCIL MEMBERS
FROM: JC AVILA, FLEET DIRECTOR
DATE: October 12, 2023
SUBJECT: Service Agreement

Please be informed that the following staff members will serve as part of the Pre-Negotiated Service Agreement Committee. These members' functions will be as a liason between the City of Mission Departments and the vendors who provide the services as needed to our City's Fleet and Special Equipment.

The members are as follow:

J.C. Avila- Fleet Director
Roel Mendiola- Sanitation Director
Joel Dominguez- Deputy Fire Chief
Reynaldo Perez- Assistant Police Chief
Crissy Cantu- Procurement Buyer
David Flores- Assistant City Manager

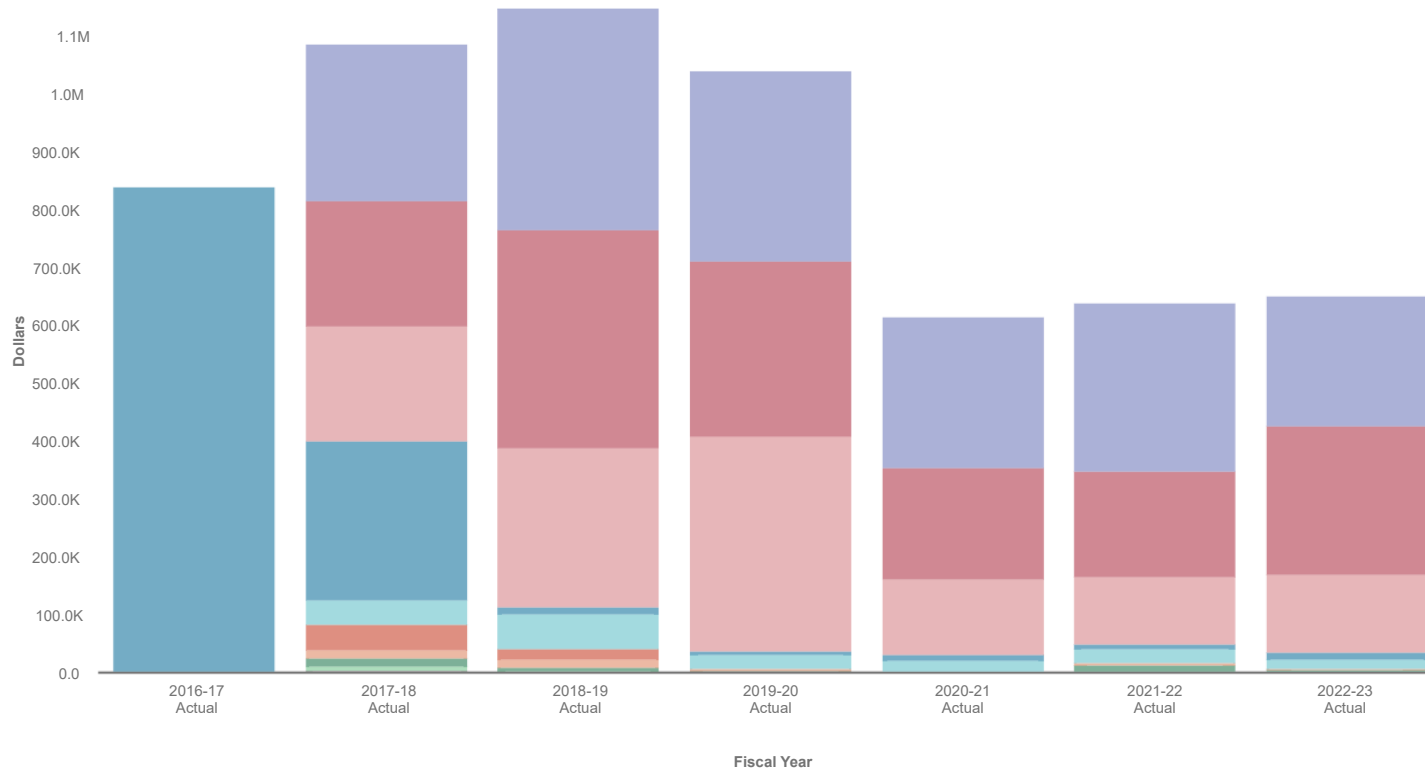
Thank You



Fleet Actuals Yearly Comparison



Visualization



Sort **Large to Small**

- (34494) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES
- (34491) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES
- (34490) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES
- (34499) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES
- (34495) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES
- (34492) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES
- (34493) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES
- (34498) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES
- (34496) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES
- (34497) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES

	2016-17 Actual	2017-18 Actual	2018-19 Actual	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Actual
(34494) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES	\$ 0	\$ 269,692	\$ 381,352	\$ 328,871	\$ 261,871	\$ 292,123	\$ 225,515
(34491) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES	0	217,459	376,561	302,455	192,671	182,084	256,066
(34490) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES	0	199,611	274,365	371,011	129,768	116,404	135,697
(34499) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES	841,344	273,651	13,916	7,275	9,700	8,280	11,600
(34495) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES	0	41,567	58,418	24,414	20,187	23,987	16,505
(34492) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES	0	45,666	19,483	0	0	0	0
(34493) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES	0	13,711	14,244	3,479	1,419	3,623	1,786
(34498) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES	0	13,740	5,549	1,992	161	11,734	4,583
(34496) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES	0	7,134	2,595	1,226	324	2,203	1,210
(34497) OTHER PROFESSIONAL & PARA-PROFESSIONAL SERVICES	0	4,850	1,024	582	13	175	0
Total	\$ 841,344	\$ 1,087,081	\$ 1,147,506	\$ 1,041,304	\$ 616,114	\$ 640,613	\$ 652,961

Data filtered by PROFESSIONAL AND TECHNICAL, General Fund, Fleet Maintenance and exported on October 10, 2023. Created with OpenGov



CITY OF MISSION

CITY COUNCIL AGENDA ITEM & RECOMMENDATION SUMMARY

MEETING DATE: October 23, 2023
PRESENTED BY: Roel Mendiola, Sanitation Director
AGENDA ITEM: TABLED 10/09/2023: Approval of pre-negotiated service agreements for hourly labor rates and parts mark ups for fleet repairs on all city units to include special equipment and Sanitation Units for FY 2023-2024 - Mendiola

NATURE OF REQUEST:

Staff is requesting approval of pre-negotiated service agreements with J’s Hydraulics, Rush Truck Center, Superior Oil Express, French Ellison Truck Center, AG Fleet Services, Kyrish Truck Center, and South Texas Truck Center. Service agreements include repair hourly labor rates and parts mark-ups for all the City’s Fleet and Special Equipment to include the Sanitation Units and are valid for the 2023-2024 Fiscal Year. Services and parts will be acquired on an as needed basis and will be determined solely by the City of Mission. Attached are the hourly labor rates and percentage mark ups on parts.

BUGETED: Yes / No / N/A **FUND:** General/Sanitation Fund **ACCT. #:** Various Accounts
BUDGET: \$722,500/ **EST. COST:** \$ _____ **CURRENT BUDGET BALANCE:** \$722,500/
\$500,000 _____ \$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 _____

City of Mission Sanitation/Fleet Service Agreement

Vendor Information				
Vendor Name	Address	Phone Number	Shop Hours	Contact Person
South Texas Truck Centers	4301 N. Cage Blvd. Pharr, Tx 78577	956-787-0031	7:30am - 7:00pm	Alex Quintanilla
				E-mail alex.quintanilla@southtexas truckcenters.com

Repair Services/Parts	
Estimates/Diagnostic Testing	\$ 175.00
Labor Rate In-Shop Repairs	\$ 175.00
Labor Rate Emergency/After Hours	\$ 225.00
Shipping/Freight	<input type="checkbox"/> Included in pricing. <input checked="" type="checkbox"/> Additional Charge
Labor Rate for On-Site Repairs	\$ 175.00
Negotiated City's Rate	\$ 175.00
Parts Mark Up	25 %
Terms	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.

Printed Name: Andy Rodriguez Signature: 

Date: 8/28/23

City of Mission Sanitation/Fleet Service Agreement

Vendor Information				
Vendor Name	Address	Phone Number	Shop Hours	Contact Person E-mail
A&G Partnership LLC dba AG Fleet Services	3408 E. Alberta Rd. Edinburg, TX 78542	(956) 884-7008	8:00 A.M -6:00 P.M	Joe Aranda Emilio Guajardo sales@agpartnership.net

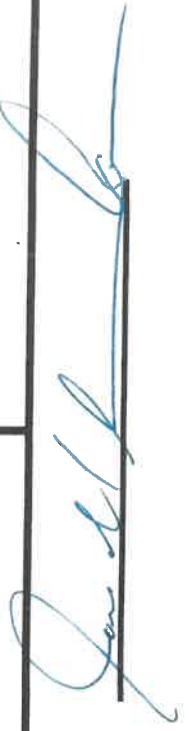
Repair Services/Parts			
Estimates/Diagnostic Testing	\$ <u>65.00</u>		(During Operating Hours) \$ <u>145.00</u>
Labor Rate In-Shop Repairs	\$ <u>145.00 Heavy Duty</u> \$ <u>95.00 Light Duty</u>		\$ <u>145.00 Heavy Duty</u> \$ <u>95.00 Light Duty</u>
Labor Rate Emergency/After Hours	\$ <u>217.50</u>		
Shipping/Freight	<input type="checkbox"/> Included in pricing.		
	<input checked="" type="checkbox"/> Additional Charge		
		Labor Rate for On-Site Repairs	
		Negotiated City's Rate	
		Parts Mark Up	<u>25</u> %
		Terms	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.

Printed Name

Date

Signature:

JOSE ARANDA
8/25/23



City of Mission Sanitation/Fleet Service Agreement

Vendor Information				
Vendor Name	Address	Phone Number	Shop Hours	Contact Person
French Ellison Truck Center	4300 N. Cage Blvd. Pharr, Tx. 78577	956-781-2401	7:00am-10:00pm	Eddie Luna
				E-mail: Eddie.luna@csntruck.com

Repair Services/Parts	
Estimates/Diagnostic Testing	\$ <u>295.00</u>
Labor Rate In-Shop Repairs	\$ <u>180.00</u> per hour
Labor Rate Emergency/After Hours	\$ <u>270.00</u> per hour
Shipping/Freight	<input type="checkbox"/> Included in pricing. <input type="checkbox"/> Additional Charge
Labor Rate for On-Site Repairs	\$ <u>180.00</u> per hour
Negotiated City's Rate	\$ <u>180.00</u> per hour
Parts Mark Up	_____ %
Terms	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.

Printed Name: Eddie Luna

Signature: 

date: 9-19-23

City of Mission Sanitation/Fleet Service Agreement

Vendor Information				
Vendor Name	Address	Phone Number	Shop Hours	Contact Person
Rush Truck Center- Pharr	4700 Nth Cage Blvd Pharr, Tx 78577	956-784-7900	7am to 10pm Monday - Friday 8am to 5pm- Saturday	Chuck- Service
				Müller3@rushenterprises.c om

Repair Services/Parts	
Estimates/Diagnostic Testing	\$ 350
Labor Rate In-Shop Repairs	\$ 200
Labor Rate Emergency/After Hours	\$ 250
Shipping/Freight	<input type="checkbox"/> Included in pricing: <input checked="" type="checkbox"/> Additional Charge
Labor Rate for On-Site Repairs	\$ 200
Negotiated City's Rate	\$ 125
Parts Mark Up	10 %
Terms	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.

Signature: *Charles Miller*

Printed Name: Charles Miller
Date: 9/18/2023

City of Mission Sanitation/Fleet Service Agreement

Vendor Information				
Vendor Name	Address	Phone Number	Shop Hours	Contact Person
Kyrish Truck Center	711 N. Cage Blvd Pharr, TX 78589	956 961 4681	M - F 8:00 AM - 5:00 PM	DANIEL GARCES
				DGARCES@KYRISHTRUCKS.COM

Repair Services/Parts	
Estimates/Diagnostic Testing	\$ 370.00
Labor Rate In-Shop Repairs	\$ 185.00
Labor Rate Emergency/After Hours	\$ 225.00
Shipping/Freight	<input type="checkbox"/> Included in pricing. <input checked="" type="checkbox"/> Additional Charge
Labor Rate for On-Site Repairs	\$ 195.00
Negotiated City's Rate	\$ 185.00
Parts Mark Up	30 %
Terms	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.

Printed Name Daniel Garces

Date 9/16/23

Signature: Daniel Garces

City of Mission Sanitation/Fleet Service Agreement

Vendor Information				
Vendor Name	Address	Phone Number	Shop Hours	Contact Person
Superior Oil Express	710 N. Shary Rd. Mission, TX 78572	(956) 391-3990	Mon. - Sat. 8am - 6pm	Homer Jasso Jr.
				E-mail SuperiorOilExpress@SbcGlobal.net

Repair Services/Parts	
Estimates/Diagnostic Testing	Labor Rate for On-Site Repairs \$ <u>150.00</u>
Labor Rate In-Shop Repairs	Negotiated City's Rate \$ <u>N/A</u>
Labor Rate Emergency/After Hours	Parts Mark Up <u>30</u> %
Shipping/Freight	Terms One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.

Printed Name: Homer Jasso Jr.
 Date: 9/6/2023

Signature: 

City of Mission Sanitation/Fleet Service Agreement

Vendor Information				
Vendor Name	Address	Phone Number	Shop Hours	Contact Person
Superior Oil Express	710 N. Shary Rd. Mission, TX 78572	(956) 391-3990	Mon. - Sat. 8am - 6pm	Homer Jasso Jr.
				SuperiorOil Express @SbcGlobal.net

Repair Services/Parts	
Estimates/Diagnostic Testing	\$ <u>95.00</u>
Labor Rate In-Shop Repairs	\$ <u>95.00</u>
Labor Rate Emergency/After Hours	\$ <u>150.00</u>
Shipping/Freight	<input type="checkbox"/> Included in pricing.
	<input type="checkbox"/> Additional Charge
Labor Rate for On-Site Repairs	\$ <u>150.00</u>
Negotiated City's Rate	\$ <u>N/A</u>
Parts Mark Up	<u>30</u> %
Terms	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.

Printed Name: Homer Jasso Jr.
 Date: 9/6/2023

Signature: _____


City of Mission Sanitation/Fleet Service Agreement

Vendor Information				
Vendor Name	Address	Phone Number	Shop Hours	Contact Person
J's Hydraulics Inc.	7222 E Mile 18 Rd Edinburg TX 78542	956. 457-3863	8:00 AM 6:00 PM	Jesus or Lucy Solis
				E-mail J.s.hydraulics120@gmail.com

Repair Services/Parts	
Estimates/Diagnostic Testing	\$ 105.00
Labor Rate In-Shop Repairs	\$ 105.00
Labor Rate Emergency/After Hours	\$ 140.00
Shipping/Freight	<input type="checkbox"/> Included in pricing. <input checked="" type="checkbox"/> Additional Charge
Labor Rate for On-Site Repairs	\$ 105.00
Negotiated City's Rate	\$
Parts Mark Up	20 %
Terms	One Year Agreement to begin on 10/01/2023 and end on 09/30/2024.

Printed Jesus A Solis
 Name 8/29/23
 Date

Signature: Jesus A Solis